WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, November 10, 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** - Pastor Chris Young, Graceway Community Church

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

5. **PRESENTATIONS**

   5.A **Woman's Club of Winter Haven Presentation to the City - Jane McGinnis, President & Kimberly Burr, Committee member**

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

6. **DEVELOPMENTS OF NOTE**

7. **MINUTES**

   7.A **October 13, 2025, Regular City Commission Meeting Minutes**

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

   2025-10-13 DRAFT Regular City Commission Meeting Minutes with Link

   7.B **October 22, 2025, City Commission Agenda Review Session Minutes**

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

   2025-10-22 DRAFT Agenda Review Session Minutes with Link

8. **COMMENTS FROM THE AUDIENCE**

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

10. **CONSENT AGENDA**

    10.A **Chain of Lakes Park Phase II Additional Parking Facilities: Change Order & Third Amendment to the Interlocal Agreement with Polk County**

    Staff Contact: *Andy Palmer, Parks Planning & Strategic Initiatives Manager,*

apalmer@mywinterhaven.com

Summary - Chain of Lakes Phase II Southwest Parking Area & Interlocal Amendment
Third Amendment to Interlocal Agreement COL Phase II
Rodda Change Order

10.B **Black & Veatch Scope of Services for a City Comprehensive Vulnerability Assessment and Adaptation Plan in accordance with FDEP Grant Agreement - 25PLN29**

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

Summary - Black and Veatch Scope of Services
Scope of Services - Black & Veatch.
FDEP Grant Agreement 25PLN29 (for reference)

10.C **Lake Idyl Stormwater Improvement Project (Phase 1) FDEP Grant Agreement NS131**

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

Summary - Lake Idyl Stormwater Improvement Project Phase 1 FDEP Grant Agreement
Winter Haven Watershed Management Plan Excerpts
Agreement NS131 (For Grantee's Signature)

11. RESOLUTION(S)

11.A **R-25-51 - Acceptance of New Utility Easement form Breeze SPE, LLC. for installation, operation, and maintenance of sanitary sewer lines and related utility infrastructure; and termination, release, and vacation of existing utility easement in favor of the City of Winter Haven.**

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

Summary - R-25-51
R-25-51

12. ORDINANCE(S) - FIRST READING

12.A **O-25-30 - Request by Candace Ducking and Lisson Etienne to assign Neighborhood Support Future Land Use to an annexed parcel**

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

Summary - Ordinances O-25-30 and O-25-31
O-25-30

12.B **O-25-31 - Request by Candace Ducking and Lisson Etienne to assign Commercial- Highway (C-3) zoning district to an annexed parcel**

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

Summary - Ordinances O-25-30 and O-25-31
O-25-31

12.C **O-25-32 - Request by the City of Winter Haven to assign Institutional Future Land Use to an annexed parcel (500 4th Street East Wahneta)**

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

Summary - Ordinances O-25-32 and O-25-33
O-25-32

12.D **O-25-33 - Request by the City of Winter Haven to assign Public Institutional (PI) zoning district to an annexed parcel (500 4th Street East Wahneta)**

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

Summary - Ordinances O-25-32 and O-25-33
O-25-33

12.E **O-25-34 - Request by the City of Winter Haven to amend the 2035 Future Land Use on a portion of a parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Land Use**

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

Summary - Ordinances O-25-34 and O-25-35
O-25-34

12.F **O-25-35 - Request by the City of Winter Haven to rezone a portion of a parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district**

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

Summary - Ordinances O-25-34 and O-25-35
O-25-35

13. NEW BUSINESS

13.A **RFP-25-37 - Award of Local Government Area of Opportunity (LGAO)**

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

Summary - Recommendation of Award RFP-25-370
RFP-25-37 Tabulation of Proposals
RFP-25-37 Recommendation of Award
Blue Sky Communities - RFP-25-37
Destiny Place - LGAO Form - Unsigned

13.B **Certification of the November 4, 2025, City of Winter Haven Regular Municipal Election for Commission Seat Nos. 4 and 5**

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

Summary - Certification of 2025 Regular Municipal Election
2025 Regular Municipal Election - Certificate of the City Canvassing Board (SEAT 4)
2025 Regular Municipal Election - Certificate of the City Canvassing Board (SEAT 5)

13.C **Florence Villa Community Development Corporation Lease Agreement**

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

Summary - Florence Villa Community Development Corporation CDC Lease Agreement
FVCDC 2025 Lease Agreement

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

18. CITY CLERK REPORT

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

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

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, October 13, 2025 6:00 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:2b13bd2c-af06-4506-8069-d97c9c9eaa95
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; 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; Human Resources Director Shawn Dykes; Winter Haven Water Director Gary Hubbard; Public Affairs and Communications Director Katrina Hill; 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; Police Chief Vance Monroe; and Fire Chief Drew Neubrand.

3. **INVOCATION** – Rev. Deldrick Leonard, Bethel Missionary Baptist Church

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

5. **PRESENTATION(S)**

A. "Red Ribbon Week" Proclamation - Wally Gallart, Unit Commander and the Young Marines

City Manager Stavres read a proclamation aloud recognizing "Red Ribbon Week" in the City of Winter Haven. Unit Commander, Wally Gallart, along with the Young Marines, accepted the proclamation and thanked the Commission.

B. "Safe Sleep Awareness Month" Proclamation - Tyiesha Ghent, Chair of the Safe Sleep Task Force (Polk, Highlands and Hardee Counties)

Deputy City Manager Carnevale read a proclamation aloud recognizing "Safe Sleep Awareness Month" in the City of Winter Haven. Yvette Colon of the Safe Sleep Task Force accepted the proclamation and thanked the Commission.

C. "City Government Week" Proclamation - Katrina Hill, Director of Public Affairs and Communication

City Manager Stavres read a proclamation aloud recognizing "City Government Week" in the City of Winter Haven. Public Affairs and Communication Director Hill, along with staff representing their respective departments, accepted the proclamation and thanked the Commission. She also spoke about upcoming City events that would be

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held in celebration of this week such as Beyond the 9 to 5 video series, and Hands on Haven at the Winter Haven Regional Airport.

D. "Greenways and Trails Month" Proclamation - Katie White, Project Lead, Parks, Recreation & Culture

Deputy City Manager Carnevale read a proclamation aloud recognizing "Greenways and Trails Month" in the City of Winter Haven. Project Lead White, along with Parks Planning and Strategic Initiatives Manager Andy Palmer, accepted the proclamation and thanked the City Commission. City Manager Stavres expressed he was excited about the upcoming dedication and said that the Lake Elbert Trail was already being used.

E. "National Community Planning Month Proclamation" - Eric Labbe, Economic Opportunity and Community Investment Director

City Manager Stavres read a proclamation aloud recognizing "National Community Planning Month" in the City of Winter Haven. Assistant Economic Opportunity and Community Investment Director Cedric Cox, along with Planning staff, accepted the proclamation and thanked the Commission.

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

Deputy City Manager Carnevale read a proclamation aloud recognizing "Imagine A Day Without Water" in the City of Winter Haven. Customer Relations Specialist Kassidy King, along with other Winter Haven Water Department staff, accepted the proclamation and thanked the Commission.

G. CityU Class 4 Graduation

Public Affairs and Communications Director Hill gave an overview of this item and a *CityU Class 4 Graduation* PowerPoint presentation *(see attached/link)* going over the slides in more detail. She discussed what the graduates had been through and the sessions they attended in more detail. Graduates were each called upon, given a certificate of completion, and photographed with the Commission, City Manager Stavres, and Deputy City Manager Carnevale.

6. DEVELOPMENTS OF NOTE

7. MINUTES

A. September 10, 2025, Regular City Commission Meeting Minutes

B. September 17, 2025, 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.

Motion carried 5:0.

8. COMMENTS FROM THE AUDIENCE - None

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

10. CONSENT AGENDA

A. Amendment No. 3 to the Agreement between the City of Winter Haven and Flightline WH, LLC d/b/a Flight Line Café & Catering

B. Amendment No. 4 to the Agreement between the City of Winter Haven and Flightline WH, LLC d/b/a Flight Line Café & Catering

C. Florida Department of Transportation (FDOT) Road Closure Permit Application

D. Affordable Housing Advisory Committee (AHAC) Appointments

E. Purchase of Neptune Mach 10 Potable Water Meters

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F. Wastewater Treatment Plant #3, Emergency Sludge Dewatering agreement with Synagro South, LLC

G. Purchase of Thirty-Three (33) Police Vehicles via Cocoa Ford, Inc.

H. Mutual Aid Agreement (MAA) with City of Tampa Police Department

I. Fire Station No. 5 Guaranteed Maximum Price with Design-Build Contract with Whitehead Construction, Inc. (RFQ-22-40)

J. Winter Haven Professional Firefighters, International Association of Firefighters (IAFF) Local 4967 Memorandum of Agreement

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

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating 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.

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

Motion carried 5:0.

City Manager Stavres noted that there had a been a question at the October 8, 2025 Agenda Review Session regarding item 10A *Amendment No. 3 to the Agreement between the City of Winter Haven and Flightline WH, LLC d/b/a Flight Line Café & Catering* so he provided further clarification regarding that amendment.

11. RESOLUTION(S)

A. R-25-50 Debt Management Policy

City Attorney Murphy read Resolution R-25-50 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Resolution R-25-50.

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 5:0.

12. ORDINANCE(S) - FIRST READING – None

13. NEW BUSINESS– None

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Mercer reported the following: attended the Main Street Winter Haven (MSWH) 30th Anniversary Celebration and Annual Meeting; attended Polk Transportation Planning Organization (TPO) Board Meeting; attended the Ridge League of Cities (RLC) Dinner Meeting hosted by the City of Winter Haven; attended the Florida League of Cities (FLC) Legislative Policy Committee Meeting; attended the Coastal & Heartland National Estuary Partnership (CHNEP) Meeting, previously called Charlotte Harbor, and offered them the City's *Lakes Management Report*. She thanked the Natural Resources Division and said they had made a lasting impression on them.

Commissioner Dollison reported the following: attended the ribbon cuttings for The Breeze Apartments and Dream Winter Haven Apartments and attended the *Welcome to Winter Haven* new employee luncheon. Lastly, he said he was praying for continued peace in the Middle East and for a resolution to the current Federal Government shutdown.

Commissioner Dantzler reported the following: attended the MSWH Oktoberfest event, which was one of his favorite events; attended the RLC Dinner Meeting hosted by the City; attended the Fire Station Open House; attended the *Welcome to Winter Haven* new employee luncheon; and attended the Meals on Wheels Gala where City Manager Stavres did a great job as master of ceremonies. City Manager Stavres added that they had raised over $200,000 which was the largest amount so far. Commissioner Dantzler also gave a shoutout to [Theatre Winter Haven Producing Director] Dan Chesnika for the lighting in the Nora Mayo Hall at the RLC Dinner Meeting, said the decorations for the RLC Dinner Meeting were very nice and that he had received many compliments from other municipalities; attended the MSWH 30th Anniversary Celebration and Annual Meeting; and attended the Winter Haven Economic Development Council (WHEDC) Annual Meeting at Grove Roots. Lastly, he said that he would really miss the City's Hispanic Heritage Employee Luncheon, which he really enjoyed and was always a lot of fun.

Mayor Pro Tem Yates reported the following: attended a [Polk County] Tourist Development Council (TDC) Orientation; attended a Winter Haven High School (WHHS) Community Meeting and said they were going to be searching for a new principal; attended the RLC Dinner Meeting, which he said was great and thanked staff. He reported that he would be sworn into the RLC Board at next September, 2026 RLC Board Dinner Meeting as the incoming president; attended the Polk TPO Board Meeting and said that legs 1, 2 and 3 for the Thompson Nursery Road were due for completion in 2029 and the final leg in 2031; attended Central Florida Metroplan Orlando (MPO) Alliance (CFMPOA) Meeting and said he was nominated to serve as vice chair for next year.

Mayor Birdsong reported the following: attended the [Greater Winter Haven Chamber of Commerce] Bankers Cup Awards; attended the Polk TPO Meeting where they had approved the Vision 50 with all of the transportation projects needed through 2050; attended a Central Florida Regional Planning Council (CFRPC) Meeting in Okeechobee where a presentation about treating and storing water was given by the South Florida Water Management District; attended the ribbon cuttings of The Breeze Apartments and The Dream Winter Haven Apartments; attended the WHEDC Annual Meeting; and attended the MSWH 30th Anniversary Celebration and Annual Meeting.

15. CITY ATTORNEY REPORT

City Attorney Murphy reported the following: attended the RLC Dinner Meeting hosted by the City of Winter Haven, which was excellent and complimented staff and attended the Hispanic Heritage Employee Luncheon which was also excellent.

16. CITY MANAGER REPORT

City Manager Stavres reported the following:

- He extended a tremendous word of thanks to Assistant to the City Manager A.J. Nicholson, for leading the charge for the Ridge League of Cities Dinner Meeting, and other staff who volunteered to assist from the Parks, Recreation and Culture Department, Public Affairs and Communications Department and the City Clerk's Office. The event sold out and will be hosted again next year, however, in September, 2026.
- He congratulated Police Chief Monroe on his recent completion of the three-week chief executive seminar in Tallahassee hosted by the Florida Department of Law Enforcement (FDLE).
- Leadership Winter Haven, hosted by the Greater Winter Haven Chamber of Commerce, had kicked off and their official first day was this Wednesday for "Winter Haven Day". He invited the Commission to attend a luncheon for this group on October 15, 2025 at 11:45 a.m. at the AdventHealth FieldHouse and Conference Center.

17. DEPUTY CITY MANAGER REPORT – None

18. CITY CLERK REPORT

City Clerk Castillo reported the following: the Regular Municipal Election for seat nos. 4 and 5 would be held on Tuesday, November 4, 2025. Public notices had been advertised and posted on various City buildings and the website. The Abiding Savior Church polling location had now changed to Spring Haven and the Calvary Baptist Church polling location had changed to Cypress Ridge Presbyterian Church. Lastly, the Logic and Accuracy Testing to secure all of the voting equipment would be held on Tuesday, October 28, 2025 at 10:30 a.m. Candidates had been invited via certified mail and only one Canvassing Board member needed to be present.

Mayor Pro Tem Yates agreed to serve as the liaison to the Logic and Accuracy Testing on behalf of the Canvassing Board [since a quorum was not needed].

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 6:49 p.m.

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ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

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WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, October 22, 2025, 6:30 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:5e88132b-bc56-4c50-ac4d-a6eb41bdffb2
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 6:30 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; and Commissioner Tracy Mercer Commissioner; Commissioner Clifton E. Dollison

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

5. PRESENTATION(S)

A. "U.S. Marine Week" Proclamation - George Sidler, Commandant Marine Corps League; Heart of Florida

There were no questions or discussion.

B. * AGENDA REVIEW ONLY *** Update on Willowbrook Construction - Andy Palmer, Parks Planning & Strategic Initiatives Manager**

City Manager Stavres said Parks Planning & Strategic Initiatives Manager Palmer and Project Lead Katie White would be providing an update on this item.

Manager Palmer gave a *Willowbrook Project Update* PowerPoint presentation *(see link/attached)* and went over the slides in further detail. He explained that in 2022 the City received $2.65 million from Duke Energy through an easement agreement. Since then, staff had worked to determine how best to prioritize the use of those funds at the Willowbrook Golf Course. Since much of the needed critical infrastructure improvements were costly, the approach focused on addressing as many essential upgrades as possible while also improving course playability, amenities, and aesthetics across the property. He added that Project Lead White had led the project for the past year and would provide highlights and an overview of how the funds were allocated to maximize the golf course's overall impact.

Project Lead White said that Phase 1, which began in August 2024 and concluded in May, 2025 included renovating the on-course restrooms, conducting exploratory and design work, developing a master plan of priorities, and completing initial tree and brush removal on the course and near the clubhouse. Phase 2 began in June, 2025 when the clubhouse temporarily closed while the driving range and pro shop remained open. During this phase, crews cleaned out the irrigation pond, installed new components for the reuse line, and rebuilt all 18 greens, along with the putting green and a nursery green, by removing the existing surface material and replacing it with a new root zone mix for improved growth. The irrigation system was also upgraded, allowing better control of water usage, and

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the #14 green was repositioned due to encroachment on a nearby property line, with a new fence installed along the boundary.

City Manager Stavres noted that the adjustments to the #14 green maintained playability and that the improved greens were already growing in well. Project Lead White explained that project cost savings allowed additional work to be completed, including improving five critical drainage areas, replacing approximately 2,600 feet of cart path, replacing the end course pump shed, installing split rail fencing, and pressure washing and painting the clubhouse and associated structures. Landscaping enhancements and sign renovations were completed at the clubhouse entrance, and diamond plate materials were ordered to install on the bridge approaches. Project Lead White also said that future priorities included repaving the parking lot, completing clubhouse interior renovations, additional tree clearing, repairing end course bridges, and that staff would work with Troon to identify funding and grant opportunities.

Commissioner Dantzler asked whether the course bridges needed to be replaced or could be repaired. Project Lead White responded that they could be repaired and noted that a bridge report had previously recommended repair rather than full replacement. City Manager Stavres explained that the bridges were aging concrete structures with some deterioration and that the long-term goal would ideally be to replace them with wider bridges similar to those along the Chain of Lakes Trail, though current drivability remained solid.

Commissioner Dantzler suggested using artists to paint the bridges to enhance their appearance. Project Lead White agreed and noted newly installed landscaping and showed photos of recent improvements. She said the course was anticipated to fully reopen in mid-November, 2025 with a possible ribbon-cutting or first-putt event in January, 2026. City Manager Stavres added that the back nine greens were already well grown in and the course aesthetics had noticeably improved.

Mayor Pro Tem Yates asked about target green speed, golfer etiquette education, maintenance staffing, and the extent of cart path replacement. Project Lead White explained that about 20% of the most damaged cart paths were being replaced. City Manager Stavres confirmed dedicated on-site maintenance staff and ongoing cart path work.

Commissioner Mercer asked about irrigation. City Manager Stavres confirmed reclaimed water usage via a lined holding pond.

Commissioner Dollison inquired about the clubhouse interior. Project Lead White stated only minor updates were planned now, with larger renovations on a future project list. In response to questions about drainage and flooding, she explained that major problem areas had been addressed through drainage improvements and new irrigation infrastructure. City Manager Stavres noted the course should perform better during future storms. Additional historical context on the course's development was offered during the discussion.

Mayor Pro Tem Yates also asked about the golf cart lease and GPS-enabled carts. City Manager Stavres said staff would report back and that such technology could help protect the course and support any future ranger program discussions.

C. * AGENDA REVIEW ONLY *** Traffic Calming Program and Guidelines - Brittany Hart, Public Works Director**

Public Works Director Hart gave a *Traffic Calming Program and Guidelines* PowerPoint presentation *(see link/attached)* and went over the slides in further detail. She explained that the existing policy, originally adopted in 2008, had not been updated since. She stated that staff worked with Kimley-Horn to create new program guidelines aligned with the City Commission's strategic goals. The updated program emphasized a data-driven, consistent approach to traffic management, aimed to improve safety for drivers, pedestrians, and bicyclists, and sought to prevent the shifting of speeding issues from one street to another. Hart outlined the eligibility criteria, including that only local and collector streets owned by the City could be considered, and described the application and preliminary data review process.

Director Hart explained that a cross-departmental Transportation and Mobility Team would evaluate eligible applications, recommend appropriate traffic calming measures, and monitor their effectiveness. Measures could range from education and awareness (tier one), enforcement (tier two), physical modifications such as speed humps or chicanes (tier three), to major roadway redesigns including traffic circles or raised intersections (tier four). She emphasized that temporary measures could be deployed immediately while long-term solutions were designed and implemented.

Mayor Pro Tem Yates raised concerns about public confusion over which roads were City-owned versus Polk County or private roads. City Manager Stavres responded that County roads were referred directly to Polk County and that residents were copied on communications. Director Hart added that the County followed a similar tiered review process and that the City deferred maintenance responsibility to them when applicable.

Mayor Birdsong inquired about the budgeting and implementation of traffic calming devices. Director Hart explained that funding came from roadway supplies and materials, and that measures were selected based on traffic volume and speed. She provided examples of previous traffic calming modifications, including narrowing lanes, adding curbing, and other visual cues. City Manager Stavres added that low-cost solutions, such as painted road markings, had proven effective in slowing traffic and improving safety.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. September 22, 2025, Regular City Commission Meeting Minutes

There were no questions or discussion.

B. October 8, 2025, City Commission Agenda Review Session Minutes

There were no questions or discussion.

8. COMMENTS FROM THE AUDIENCE – None

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

10. CONSENT AGENDA

A. Winter Haven Firefighters' Pension Board of Trustees Appointment

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. Authorization for Travel & Training: Polk County Day 2026 (Five City Commissioners, Stavres, Carnevale, Hill)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

C. Award RFQ-25-33, Design Criteria Package & Owner's Rep Services for the Winter Haven Water Administration Facility, Water Resource (Education) Center and Operations Center

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

D. Sixth Amendment to Sewer Service Agreement with Wahneta Water System, Inc.

City Manager Stavres gave an overview of this item. He also noted that they paid connection fees to the City totaling the equivalent of 8.35 ERUs (equivalent residential units), which amounted to approximately $85,316. This payment was made to the City in accordance with applicable code and legal requirements, and Wahneta Water Service, Inc. would also be responsible for ongoing monthly service charges for the wastewater services provided by the City in accordance with applicable City code requirements.

There were no questions or discussion.

E. Kimley Horn Design Services Consulting Agreement for S. Lake Howard Drive West from 15th Street SW to 20th Street SW

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

11. RESOLUTION(S) - None

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12. ORDINANCE(S) - FIRST READING – None

13. NEW BUSINESS - None

14. CITY COMMISSIONERS/LIAISON REPORTS – No report

15. CITY ATTORNEY REPORT – No report

16. CITY MANAGER REPORT

City Manager Stavres reported that he and Deputy City Manager Carnevale would be attending the International City County Management Association (ICCMA) Conference from Saturday, October 25, 2025 through Wednesday, October 29, 2025, however, they would come back to attend the October 27, 2025 Regular City Commission Meeting. In their absence, Assistant City Manager for Public Safety Bird would be available to address any issues.

17. DEPUTY CITY MANAGER REPORT – No report

18. CITY CLERK REPORT – No report

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 7:16 p.m.

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
Nathaniel J. Birdsong, Jr.
Mayor

DRAFT

DATE: October 29, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J Carnevale, Deputy City Manager
Julie Adams, Parks, Recreation & Culture Department Director

FROM: Andy Palmer, Parks Planning & Strategic Initiatives Manager

SUBJECT: Chain of Lakes Park Phase II Additional Parking Facilities: Change Order & Third Amendment to the Interlocal Agreement with Polk County

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BACKGROUND

In 2023, the City Commission awarded RFQ 22-45, Chain of Lakes Park Phase II Construction Manager at Risk to Rodda Construction. In June 2024, the City Commission authorized the City Manager to proceed with incremental Guaranteed Maximum Price Packages to ensure the four baseball fields were complete for the 2025 RussMatt Tournament. On November 12, 2024, the City Commission approved the Guaranteed Maximum Price Amendment in the amount of $24,012,407 with Rodda Construction for the first portion of the COL Phase II Project. This first portion of the project generally included the four artificial turf baseball fields, concession/restroom building, lift station, maintenance building, parking areas, fan areas, loop trail system, landscaping and other support infrastructure.

In 2023, the City and County entered into an Interlocal Agreement for Tourist Development Tax Funding towards the project in the amount of $10 Million. In 2024, the City and County entered into a subsequent amendment for an additional $2 Million from Polk County towards the project. The intent with the Interlocal Agreement was generally a 50:50 split between the City and County of $12 Million City + $12 Million County towards the project.

The Fieldhouse opened in late 2019. The amount of parking facilities onsite pose frequent challenges to fully program all of the amenities (Fieldhouse, meeting spaces, theaters, art gallery, aquatics venue). Over the past six years, staff has worked closely with delivery partners including the Theatre and Visit Central Florida on carefully coordinated scheduling and parking strategies. The current phase adds additional parking to help service the ballfield complex, bringing the total spaces (current phase + existing) to approximately 1,111 (911 paved +200 stabilized grass). Even with the additional parking as part of the current phase, there will not be sufficient parking to fully program all venues onsite.

During the design and permitting of the project, additional parking areas on the southwest corner of the site as well as amenities were planned. Staff has worked with Rodda and Polk County on a Change Order and Interlocal Agreement Amendment which would add approximately 358 additional spaces (233 paved + 125 stabilized grass). It is important to note that these additional spaces will provide additional capacity for the site, but it will still be very difficult to fully activate all venues on the site at one time. The Change Order also includes sodding the great lawn area, creating additional green space on the site, a fountain for the retention pond and additional site amenities, landscaping and trees.

The total for the Change Order is $1,200,209. The proposed Interlocal Agreement Third Amendment commits $600,000 in cash from Polk County with a $600,209 match from the City. In an effort to be completed with this parking area as close to the 2026 RussMatt Tournament as possible, Rodda is proceeding with underground utility work and home run netting on Field 4 utilizing cost savings within the existing contract.

FINANCIAL IMPACT

The total Change Order for this work $1,200,209. The Interlocal Agreement Amendment Three will provide $600,000 from Polk County and the City has $600,209 budgeted within the Fiscal Year 26 Budget as a match to fund this work.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Quality of Life
- **Goal:** 2.4– Ensure that as the City grows, opportunities for access to recreation grow along with the population, especially geographically.

RECOMMENDATION

Staff recommends that the City Commission approve the Third Amendment to the Interlocal Agreement with Polk County and authorize the Mayor and other City Officials to execute the Third Amendment to the Interlocal Agreement with Polk County and approve a Change Order with Rodda Construction in the amount of $1,200,209 for the expanded parking project and authorize the City Manager to execute the Change Order with Rodda in the amount of $1,200,209 for the expanded parking project and take any other action necessary related to the completion of this project.

ATTACHMENTS

- Third Amendment to the Interlocal Agreement with Polk County
- Rodda Change Order for the Expanded Parking Facilities

THIRD AMENDMENT TO INTERLOCAL AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING FOR RENOVATION OF THE CHAIN OF LAKES COMPLEX

THIS THIRD AMENDMENT TO INTERLOCAL AGREEMENT ("Third Amendment") is made and entered as of the Third Amendment Effective Date defined in Section 3, below, by and between Polk County, a political subdivision of the State of Florida (the "County") and the City of Winter Haven, a municipal corporation of the State of Florida (the "City").

WHEREAS, the County and the City entered into that certain Interlocal Agreement for Tourist Development Tax Funding for Renovation of the Chain of Lakes Complex effective October 31, 2023 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the County pledged to contribute a portion of the revenues from its Tourist Development Tax to assist the City with the design and construction of the New Facility/Improvements, as defined in the Agreement, including an Initial Deposit in the amount of Five Million and no/10 Dollars ($5,000,000.00) and subsequent debt service payments thereafter to the City on a principal amount of Five Million and no/100 Dollars ($5,000,000.00), exclusive of interest costs in accordance with an Estimated Bonded Debt Amortization Schedule attached to the Agreement as Exhibit "B"; and

WHEREAS, subsequent to October 31, 2023, the City issued its Series 2023 Non Ad Valorem Revenue Bonds on December 14, 2023; and

WHEREAS, on January 9, 2024, the County and the City entered into a First Amendment to the Agreement ("First Amendment") to replace the Estimated Bonded Debt Amortization Schedule with the Final Bonded Debt Amortization Schedule for the Indebtedness which became the new and updated Exhibit "B" to the Agreement; and

WHEREAS, on September 17, 2024, the County and the City entered into a Second Amendment to the Agreement ("Second Amendment") to reflect an increased amount of Tourist Development Tax Funding to be provided by the County for the Project in an amount of up to Two Million and no/100 Dollars ($2,000,000.00), exclusive of interest costs, to assist the City in the payment of increased design and construction costs for the Project; and

WHEREAS, the Second Amendment replaced and updated the Final Bonded Debt Amortization Schedule for the Indebtedness which became the new and updated Exhibit "B" to the Agreement; and

WHEREAS, it has now been determined, that construction of an additional parking lot for the Project which additional work is estimated to be in the amount of One Million Two Hundred Thousand Two Hundred Nine and no/100 Dollars ($1,200,209.00) is desirable; and

WHEREAS, the County and the City desire to split the costs for the construction of an additional parking lot for the Project, with the County funding approximately Six Hundred Thousand and no/100 Dollars ($600,000.00) from additional legally available Tourist Development Tax Funds and the City paying an additional Six Hundred Thousand Two Hundred Nine and no/100 Dollars ($600,209.00) from additional legally available City funds; and

WHEREAS, the Final Bonded Debt Amortization Schedule-Amended as attached to the Second Amendment as Exhibit "B" will not change or need to be amended as a result of this Third Amendment.

NOW THEREFORE, the County and the City hereby agree as follows:

1. The recitals stated above are true and correct and fully incorporated herein. Capitalized terms used herein shall have the meaning ascribed in the Agreement unless otherwise defined in this Third Amendment.

2. The County agrees to pay up to an additional Six Hundred Thousand and no/100 Dollars ($600,000.00) to the City in legally available Tourist Development Tax Funds in one lump sum payment of Six Hundred Thousand and no/100 Dollars ($600,000.00) within thirty (30) days of the date that the Board of County Commissioners approves this Third Amendment.

3. Pursuant to Section 163.01(11), Florida Statutes, this Third Amendment shall become effective upon the date (the "Third Amendment Effective Date") the fully executed Agreement is filed with the Clerk of the Circuit Court for Polk County.

4. Except as expressly provided in this Third Amendment, the Agreement as previously amended by the First Amendment and Second Amendment is not otherwise amended, modified, or affected by this Third Amendment, and all other terms of the Agreement, as Amended, remain unchanged and in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed by their duly authorized representatives as of the Third Amendment Effective Date.

ATTEST:
STACY M. BUTTERFIELD, Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
_____, Chair
Board of County Commissioners

Approved as to form and legal sufficiency:

Dated: _____

_____
County Attorneys' Office

ATTEST:

CITY OF WINTER HAVEN, a municipal Corporation of the State of Florida

_____
City Clerk

By: _____
Nathaniel J. Birdsong, Jr., Mayor

Dated: _____

Approved as to form and legal sufficiency:

_____
City Attorney

October 20, 2025

City of Winter Haven
451 3rd Street NW
Winter Haven, FL 33881

Attn: Mr. Andy Palmer

RE: Chain of Lakes Park Phase II Project – additional parking

Dear Mr. Palmer:

Rodda Construction and Whitehead Construction are pleased to submit the attached pricing for the additional parking at the Chain of Lakes Park Phase II Project. This pricing is based on Carter and Kaye Engineering LLC drawings dated 5/10/24.

This amount includes is all necessary work to complete the parking lots as shown on the attached. This will include paved and grass parking as indicated, lighting and the necessary landscaping. The sidewalks and seeding of the non "great lawn" area that are shown are already being completed under previous phases of the project.

Should you have any questions, please feel free to give us a call.

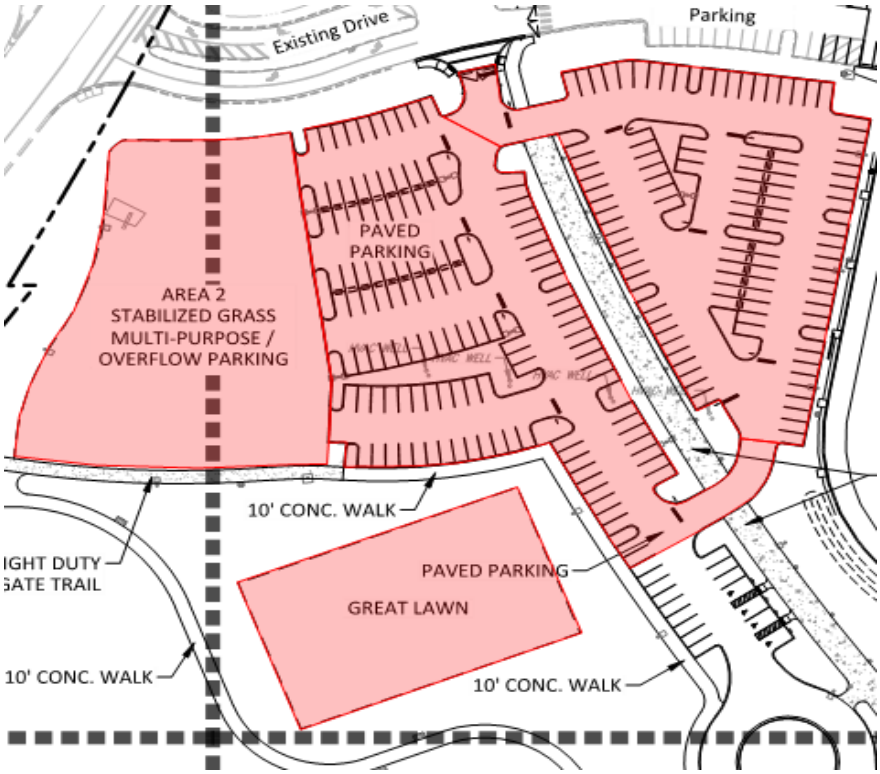
Sincerely,

J. Jason Rodda
President- Rodda Construction

City of Winter Haven

Chain of Lakes Park phase II
additional parking
10/20/25

Site Preparation / Parking Lot	$	700,580
Utilities - Water, Stormwater Management		N.I.C.
Geotechnical Testing Allowance	$	35,000
Sidewalks		N.I.C.
Landscape / Irrigation @ Parking Lot	$	73,950
Bahia Sod / Irrigation @ Great Lawn (25,000 sf)	$	27,000
Site Amenity Allowance	$	30,000
Pond Fountain	$	35,834
Fountain Service Allowance - TECO	$	10,000
Lighting (13 poles) / Fountain Power	$	87,645
Subtotal	**$**	**1,000,009**
General Conditions	**$**	**132,000**
5% Construction Management Fee	**$**	**56,600**
Subtotal	**$**	**1,188,609**
Bond	**$**	**11,600**
TOTAL	**$**	**1,200,209**



DATE: October 28, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Department Director
Dustin W. Everitt, Natural Resources Manager
Olivia Husik, Environmental Scientist I

SUBJECT: Black & Veatch Scope of Services for a City Comprehensive Vulnerability Assessment and Adaptation Plan in accordance with FDEP Grant Agreement – 25PLN29.

BACKGROUND

On July 28, 2025, the City Commission authorized the City Manager to execute Grant Agreement 25PLN29 with the Florida Department of Environmental Protection's (FDEP) Office of Resilience and Coastal Protection supporting community planning efforts to address risks to critical infrastructure and assets associated with flooding, sea level rise, and increased precipitation linked to global climate change.

Through this agreement, the City has been awarded $360,000 in state funding to complete a comprehensive Vulnerability Assessment and Adaptation Plan. This initiative will update hydrologic and hydraulic modeling to evaluate localized flood risks and climate-related exposures, identify priority risk areas across the community, and provide a strategic framework for strengthening local resilience. In addition to safeguarding Winter Haven's long-term safety and sustainability, the plan will also position the City to be more competitive in securing future grants and funding opportunities for risk mitigation projects.

To complete this work, the City has engaged Black & Veatch, a firm on the City's continuing professional services contract (RFQ-20-01), who has provided a detailed scope of services to assist the City in completing the Vulnerability Assessment and Adaptation Plan consistent with the FDEP grant requirements. As part of the scope, Black & Veatch will:

- Develop a Vulnerability Assessment Report identifying areas potentially impacted by climate change, including vulnerabilities to 100-year and 500-year flood events.
- Evaluate potential effects of sea level rise on Winter Haven's lakes and watershed systems.

- Present findings in a public meeting to gather stakeholder input.
- Provide a targeted action plan with recommended strategies for addressing risks identified through the assessment.

If approved, Black & Veatch is expected to begin work in November 2025 with an anticipated project completion date of March 2027.

FINANCIAL IMPACT

The total cost for the scope of work is $360,000 and will be fully funded through the FDEP Grant awarded for the completion of the City's Comprehensive Vulnerability Assessment and Adaptation Plan. The grant requires no local matching funds, and the City will be reimbursed by FDEP upon acceptance of each deliverable. Project costs will be paid to Black & Veatch from the Stormwater Quality budget.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Community Safety
- **Goal:** 5.4 – Ensure local government functions are aligned with community safety best practices.

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.5 – Research and pursue alternative/nontraditional revenue sources and partnership opportunities to enhance financial sustainability and resiliency.

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager or his designee to approve the scope of services with Black & Veatch to develop a vulnerability assessment and adaptation plan, issue a purchase order to Black & Veatch in the amount of $360,000 and take all other actions necessary and incidental thereto, to complete the vulnerability assessment and adaptation plan, in accordance with FDEP Grant Agreement 25PLN29.

ATTACHMENTS

- Scope of Services – Black & Veatch.
- FDEP Grant Agreement 25PLN29 (for reference)

CITY OF WINTER HAVEN

COMPREHENSIVE VULNERABILITY ASSESSMENT & ADAPTION PLAN

SCOPE OF SERVICES

PREPARED FOR

City of Winter Haven

WINTER HAVEN
The Chain of Lakes City

15 OCTOBER 2025

BLACK & VEATCH

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I. PROJECT DESCRIPTION

Background

The City of Winter Haven (Grantee) will complete the City of Winter Haven Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as effective July 1, 2024. The Project will also include public outreach and stakeholder engagement; develop an adaptation plan; and contribute to the Local Mitigation Strategy.

Task 1 - Acquire Background Data

The Consultant will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood data shall include:

- Planning horizons: 2050 and 2080.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events utilizing the Peace Creek Watershed Model.
- Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Consultant shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Consultant shall take practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios utilizing interpolation or support from the City. No Fieldwork or data collection is included as part of this project effort.

Deliverables

- A Background Data Catalog consistent with the GIS Data Standards that outline the datasets compiled and the raw data sources;
- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
    - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards, and classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S.

- Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

Task 2 – Exposure and Sensitivity Analyses

Task 2 will commence once Task 1 deliverables have been accepted by the City and the Resilient Florida Program. The Consultant will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by the flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

Deliverables

- GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
    - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
    - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards, and including the appropriate metadata describing the fields or attribution of the analyses results.

Task 3 – Final Vulnerability Assessment Report

Task 3 will commence once Task 2 deliverables have been accepted by the City and the Resilient Florida Program. The Consultant will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report will include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

Deliverables

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
    - Findings of the gap analysis;

- Recommendations to address the identified data gaps and actions taken to rectify them, if applicable.
- Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
- A summary of assigned focus areas, if applicable.
- Completed Critical Assets Basic Attributes Schema (Table 3), Critical Assets Groups and Types (Table 4), and VA Results Attribute Scheme (Table 5) consistent with the GIS Data Standards; and
- A signed VA Compliance Checklist Certification (Exhibit I).

Task 4 – Draft Adaption Needs and Strategies

The Consultant will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables

- Draft Adaption Plan

Task 5 – Community Prioritization of Adaption Needs

The Consultant will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Consultant will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The City will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables

- The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 6 – Final Adaption Plan

The Consultant will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

Deliverables

- A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 7 – Public Outreach Meetings and Coordination Meetings

The Consultant will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- Kick-off Meeting: The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables to develop a consistent project approach.
- First Public Outreach Meeting: The first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing flooding, guiding factors to consider, and critical assets important to the community.
- Second Public Outreach Meeting: The second meeting will be to provide input on the results of the VA results. Additionally, during this meeting, exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. If focus areas are elected, criteria should be established to guide the public's input for the selection of focus areas.
- Public Presentation of the Final VA: Consultant will conduct a final meeting of the VA to the City Commission. The presentation is intended to inform the public of the results and the future risk of increased flooding to encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

Deliverables:

- Kick-off Meeting: Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

- Public Outreach Meetings: For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- Public Presentation of the Final VA: Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 8 – Local Mitigation Strategy Coordination

The Consultant will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates. It is assumed this will be limited to general communication and attendance to the LMSWG. Consultant assumes the attendance of up to three LMSWG meetings.

Deliverables:

- Emailed notes from the three LMSWG meetings attended.
- Coordination with LMSWG to have the Cities VA accepted.
- List of Projects Developed from Task 4.

Project Assumptions

Consultant anticipates that the City will provide the available water quality data from lakes, updated date stormwater infrastructure, County-Owned Easements and Properties Shapefile, and other relevant shapefiles as required. It is also assumed that task deliverables will be accepted by FDEP prior to commencing the preceding task when noted in the scope. The Consultant will not be conducting statistical analysis or development of integrated hydrologic assessment as part of this scope.

II. PROJECT FEE

Method and Amount of Compensation

Work performed under this Scope of Services shall be compensated on a lump sum basis with progress payments payable in proportion to the percentage of work completed. The total amount invoiced will not exceed **$360,000.00** without prior authorization from the City. Work will be completed under the Engineering Services Agreement between Consultant and the City. Please see table below for breakdown of costs by task.

III. PROJECT SCHEDULE

Time of Performance

Work is anticipated to begin October 27, 2025, under this Task Order and will be completed by March 31st, 2027. Please see table below for breakdown project schedule by task.

Task No.	Task Title	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	$51,660	10/27/2025	12/31/2025
2	Exposure and Sensitivity Analyses	$57,870	10/27/2025	3/31/2026
3	Final Vulnerability Assessment Report	$43,500	10/27/2025	6/30/2026
4	Draft Adaptation Needs and Strategies	$31,000	10/27/2025	7/10/2026
5	Community Prioritization of Adaptation Needs	$20,300	10/27/2025	7/10/2026
6	Final Adaptation Plan	$110,550	10/27/2025	10/30/2026
7	Public Outreach Meetings and Coordination Meetings	$34,770	10/27/2025	12/31/2026
8	Local Mitigation Strategy	$10,350	10/27/2025	3/31/2027
	Total:	**$360,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Winter Haven Comprehensive Vulnerability Assessment and Adaptation Plan

Agreement Number: 25PLN29

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Winter Haven

Entity Type: Local Government

Grantee Address: 551 3rd Street NW, Winter Haven, Florida 33881

FEID: 59-6000453

(Grantee)

3. Agreement Begin Date: 7/1/2024

Date of Expiration: 6/30/2027

4. Project Number: *(If different from Agreement Number)*

Project Location(s): Polk County, Florida

Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes. The project will complete an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

5. Total Amount of Funding: $360,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 24-25 GAA Line Item #1854	$ 360,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 360,000.00

6. Department's Grant Manager
Name: George Begley or successor
Address: Resilient Florida Program, 3900 Commonwealth Boulevard, MS230, Tallahassee, Florida 32399
Phone: 850-245-8020
Email: George.Begley@FloridaDEP.gov

Grantee's Grant Manager
Name: Olivia Husik or successor
Address: City of Winter Haven, PO Box 2277, Winter Haven, Florida 33883
Phone: 863-330-4946
Email: OHusik@MyWinterHaven.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☑ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Winter Haven — **GRANTEE**

Grantee Name

By T. Michael Stavres — 7/28/2025

(Authorized Signature) — Date Signed

T. Michael Stavres, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By Alex Reed — 8/12/2025

Secretary or Designee — Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, George Begley

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25PLN29

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is the City of Winter Haven Comprehensive Vulnerability Assessment and Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25PLN29

ATTACHMENT 3

PROJECT TITLE: City of Winter Haven Comprehensive Vulnerability Assessment and Adaptation Plan

PROJECT LOCATION: The Project is located in Winter Haven within Polk County, Florida.

PROJECT DESCRIPTION:
The City of Winter Haven (Grantee) will complete the City of Winter Haven Comprehensive Vulnerability Assessment and Adaptation Plan Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as effective July 1, 2024. The Project will also include public outreach and stakeholder engagement; develop an adaptation plan; and contribute to the Local Mitigation Strategy.

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events utilizing the Peace Creek Watershed Model.
    - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall take practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios utilizing interpolation. No Fieldwork or data collection is included as part of this effort.

Deliverables: The Grantee will provide the following:

- A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;
- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and

- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
    - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards, and classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S.
    - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

Task 2: Exposure and Sensitivity Analyses

Description: The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
    - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
    - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards, and including the appropriate metadata describing the fields or attribution of the analyses results.

Task 3: Final Vulnerability Assessment Report

Description: The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

Deliverables: The Grantee will provide the following:

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
    - Findings of the gap analysis;
    - Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
    - Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
    - A summary of assigned focus areas, if applicable.

- Completed Critical Assets Basic Attributes Schema (Table 3), Critical Assets Groups and Types (Table 4), and VA Results Attribute Scheme (Table 5) consistent with the GIS Data Standards; and
- A signed VA Compliance Checklist Certification (Exhibit I).

Task 4: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- A draft AP.

Task 5: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 6: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

Deliverables: The Grantee will provide the following:

- A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 7: Public Outreach Meetings and Stakeholder Engagement

Description: The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**
  The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting

would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Public Outreach Meetings**
  The purpose of public outreach meetings is to inform and engage stakeholders in the project. These meetings will promote transparency, gather community input and local knowledge, and foster collaboration in addressing vulnerabilities identified in the assessment. It is recommended the Grantee conduct two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community.

  The purpose of the second meeting is to allow the public to provide community-specific input on the results of the VA results. Additionally, during this meeting, the Grantee may conduct exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. If focus areas are elected, criteria should be established to guide the public's input for the selection of focus areas.

- **Public Presentation of the Final VA**
  The purpose of a public presentation of the final VA to local governing boards, technical committees, or other appropriate officers and elected officials is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation should also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

Deliverables: The Grantee will provide the following:

- **7.1 Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **7.2 Public Outreach Meetings:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **7.3 Public Presentation of the Final VA:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 8: Local Mitigation Strategy

Description: The results of the VA can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: The Grantee will provide the following:

- A letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference and annex in the next iteration of the LMS Plan, i.e., the next five-year update; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Public Outreach Meetings and Stakeholder Engagement" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement

Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	$51,660	$0	$51,660	7/1/2024	12/31/2025
2	Exposure and Sensitivity Analyses	$57,870	$0	$57,870	7/1/2024	3/31/2026
3	Final Vulnerability Assessment Report	$43,500	$0	$43,500	7/1/2024	6/30/2026
4	Draft Adaptation Needs and Strategies	$31,000	$0	$31,000	7/1/2024	7/10/2026
5	Community Prioritization of Adaptation Needs	$20,300	$0	$20,300	7/1/2024	7/10/2026
6	Final Adaptation Plan	$110,550	$0	$110,550	7/1/2024	10/30/2026
7	Public Outreach Meetings and Coordination Meetings	$34,770	$0	$34,770	7/1/2024	12/31/2026
8	Local Mitigation Strategy	$10,350	$0	$10,350	7/1/2024	3/31/2027
	Total:	$360,000	$0	$360,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	FY 24.25	37.098	Resilient Florida Programs	$360,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$360,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

Exhibit E

1. Advance Payments.

a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.

b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.

c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.

d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

EXHIBIT E1
Advanced Funds Expended and Interest Earned Memo

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:
Agreement No.
Begin Date:

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY.**

Interest Due to DEP: Yes ☐ **No** ☐
(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of **MM/DD/YY**: _____ Final Report: ☐ Yes or ☐ No

Project % of Completion as of **MM/DD/YY**: _____ Estimated Project Completion Date: _____

Initial advanced funds disbursed **MM/DD/YY** Cumulative amount of advanced funds $ _____

1 Advanced funds principal *expended* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

2 Advanced funds principal *returned* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

3 Advanced funds principal balance available on hand $ _____

4 Interest earned on advanced funds covering period of **MM/DD/YY to MM/DD/YY** $ _____

5 Amount of interest paid to DEP as of **MM/DD/YY** $ _____

6 Interest balance due to DEP as of **MM/DD/YY** $ _____

Project Management Certification:
By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

DEP Grant Manager Printed Name

Advanced Funds Recipient Printed Name

DEP Grant Manager Signature Date

Advanced Funds Recipient Signature Date

DEP USE ONLY
Project Management Verification (please explain): _____

Thank you for your cooperation in providing the above information. If you have any questions, please contact the ***Contract Disbursements Section at (850) 245-2465,*** in the Bureau of Finance & Accounting.

INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:

This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

EXHIBIT F

DEP AGREEMENT NO. 25PLN29

CITY OF WINTER HAVEN COMPREHENSIVE VULNERABILITY ASSESSMENT AND ADAPTATION PLAN

City of Winter Haven

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25PLN29

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25PLN29

Project Title: City of Winter Haven Comprehensive Vulnerability Assessment and Adaptation Plan

Grantee: City of Winter Haven

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Winter Haven is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

DATE: October 30, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Department Director
Dustin Everitt, Natural Resources Manager
Devon Moore, Senior Environmental Scientist

SUBJECT: Lake Idyl Stormwater Improvement Project (Phase 1) FDEP Grant Agreement

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BACKGROUND

Lake Idyl is a 20-acre public waterbody that has been designated as impaired for nutrients, including total phosphorus and total nitrogen, according to the Florida Department of Environmental Protection's (FDEP) 2023 assessment. In response to this designation, the City submitted an alternate restoration plan, known as a 4e plan, which outlines several projects designed to address one or more pollutant sources impacting Lake Idyl. This plan was reviewed, accepted and approved by the FDEP in mid-2024.

One of the projects presented in the 4e plan focuses on stormwater infrastructure improvements in Lake Idyl's primary drainage basin. The project is conceptualized within the Winter Haven Watershed Management Plan, also known as the Stormwater Assessment and Improvement Project (SAIP).

The project was conceptualized in three phases. The first phase, phase 1A involves the installation of approximately 1,000 linear feet of exfiltration pipe and drainage structures along a portion of 9th Street NE, 9th Ct NE, and Ave V NE. The system would connect to the existing drainage infrastructure that runs south along 9th Street NE to MLK Blvd.

Phase 1A is estimated to remove approximately 1100 pounds of nitrogen and 175 pounds of phosphorus over a 20-year period. In addition to nutrient reduction, this phase would increase the infiltration of approximately 200 acre-feet of stormwater runoff during the same time frame, enhancing water quality and reducing pollutant loads entering Lake Idyl.

In June of 2024 the Winter Haven Commission authorized the City Manager to submit an application through the FDEP Nonpoint Source Management Grant program in an effort to help fund the construction of the project.

In June 2025, City staff was notified that the City had been awarded $348,000 through the FDEP Nonpoint Source Management Grant for the construction of Phase 1A Lake Idyl Stormwater Improvements. The grant agreement requires that construction to be completed by December 31, 2027.

To comply with this timeline, staff has engaged a design firm to provide a scope of work for 100% design plans for phase 1A, ensuring the project will be ready for construction in Fiscal Year 2026/2027.

FINANCIAL IMPACT

Total construction costs for Phase 1A of the project were originally estimated at $640,000 in February 2019. Based on current pricing, the project is now projected to cost approximately $870,000 to construct. The FDEP Nonpoint Source Management Grant awards $348,000 to the City and requires a $256,000 local match. Staff has included this project in the FY 2026/2027 budget and intends to allocate $522,000 from the Stormwater Fund to fully cover both the construction costs and the local match requirement.

STRATEGIC PLAN ALIGNMENT

- Pillar: Environmental Stewardship
- Goal: 4.3 – Continue to monitor lakes and implement proactive strategies for lake management.

RECOMMENDATION

Staff recommends that the City Commission approve the FDEP Nonpoint Source Management Grant Agreement (NS131) for Lake Idyl Stormwater Improvement Project Phase 1A construction and authorize the City Manager to execute the FDEP Nonpoint Source Management Grant Agreement (NS131) for Lake Idyl Stormwater Improvement Project Phase 1A construction, and to take any additional actions necessary to accept the grant, ensure the City performs thereunder, and receive reimbursement.

ATTACHMENTS

- Winter Haven Watershed Management Plan Excerpts
    - Priority Problem Area 1 Concept Analysis
    - Table 18 – Concept 1 Pollutant Loading Estimates
    - Table 24 – Cost-Benefit Summary
    - Figure 36 – Priority Area 1 Concept Map
    - Appendix A – Concept Cost Estimate Phase 1A
- FDEP Grant Agreement NS131

8 BMP Analysis

The following sections outline proposed improvement concepts for each of the six (6) problem areas outlined above. Each concept utilizes various stormwater Best Management Practices (BMPs) to capture, route, and/or treat local stormwater runoff to reduce flood risk to local infrastructure and/or reduce discharge of pollutants to nearby surface water bodies. The primary BMPs proposed as part of this project include:

- Exfiltration Pipe Systems
- Surface Retention Areas/Rain Gardens
- Nutrient Separating Baffle Boxes
- Traditional Drainage Pipes and Structures
- Stromwater Pump Systems

8.1 Priority Problem Area 1 – Concept Analysis

The improvement concept for Priority Area 1, as shown on **Figure 36**, expands the existing stormwater collection system to increase capture, retention, and infiltration of stormwater runoff using approximately 1,300 LF of exfiltration pipe. Additionally, a baffle box is proposed at the system's outfall, prior to discharge to Lake Idyl.

The concept has been evaluated in three (3) phases outlined below:

- Phase 1A – Construction of ~1,000 LF of 36" exfiltration pipe and associated structures along 9th Street NE, 9th Court NE, and Avenue V NE. The proposed exfiltration system will connect into the existing drainage pipe running south along 9th Street NE to Avenue T NE.
- Phase 1B – Construction of ~300 LF of 36" exfiltration pipe and associated structures along the northern portion of 9th Lane NE. The proposed exfiltration system will connect into the existing drainage pipe running along Avenue T NE through a proposed 350 LF drainage pipe.
- Phase 1C – Construction of a nutrient separating baffle box at Avenue T NE. just before the outfall to Lake Idyl.

Drainage basins were delineated for each phase, as shown on **Figure 37**, to evaluate the system's capacity to capture, retain, and infiltrate stormwater and calculate the potential pollutant loading reductions associated with each phase. The pollutant loading rates were calculated using the approach previously outlined, in conjunction with the BMPTrains software, developed by the University of Central Florida (UCF), to estimate the potential reductions. **Table 18** provides a summary of the estimated loading calculations. A preliminary estimation of construction costs was developed as part of **Appendix A**.

Table 18 Concept 1 Pollutant Loading Estimates

Phase	Treatment Feature	Acres Treated	Existing Runoff (ac-ft/yr)	Existing TN (lb/yr)	Existing TP (lb/yr)	Runoff Reduction (%)	TN Reduction (%)	TP Reduction (%)	Runoff Captured (ac-ft/yr)	TN Captured (lb/yr)	TP Captured (lb/yr)
1A	Exfiltration Pipes	7.3	15.3	83.2	13.0	66%	66%	66%	10.1	54.9	8.6
1B	Exfiltration Pipes	2.1	4.6	23.3	3.5	67%	67%	67%	3.1	15.6	2.4
1C	Baffle Box	47.4	86.9	353.5	51.9	0%	15%	20%	0.0	53.0	10.4
Overall	**Treatment Train**	56.8	106.8	460.0	68.4	12%	31%	33%	13.2	142.6	22.6

8.2 Priority Problem Area 2 – Concept Analysis

The improvement concept for Priority Area 2, as shown on **Figure 38**, expands the existing stormwater collection system to increase capture, retention, and infiltration of stormwater runoff using approximately 1,700 LF of exfiltration pipe prior to outfall to Lake Mirror.

The concept has been evaluated in three (3) phases outlined below:

- Phase 2A – Construction of ~750 LF of 36" exfiltration pipe and associated structures along 8th Street NW. The proposed exfiltration system will connect into the existing drainage pipe running west along Avenue L NW.
- Phase 2B – Construction of ~400 LF of 36" exfiltration pipe and associated structures along Thompson Circle NW. The proposed exfiltration system will connect into the existing drainage pipe running northwest to Mirror Terrace NW.
- Phase 2C – Construction of ~550 LF of 36" exfiltration pipe and associated structures along Mirror Terrace NW. The proposed exfiltration system outfalls to Lake Mirror.

Drainage basins were delineated for each phase, as shown on **Figure 39**, to evaluate the system's capacity to capture, retain, and infiltrate stormwater and calculate the potential pollutant loading reductions associated with each phase. The pollutant loading rates were calculated using the approach previously outlined, in conjunction with the BMPTrains software, developed by the University of Central Florida (UCF), to estimate the potential reductions. **Table 19** provides a summary of the estimated loading calculations. A preliminary estimation of construction costs was developed and as part of **Appendix A**.

Table 19 Concept 2 Pollutant Loading Estimates

Phase	Treatment Feature	Acres Treated	Existing Runoff (ac-ft/yr)	Existing TN (lb/yr)	Existing TP (lb/yr)	Runoff Reduction (%)	TN Reduction (%)	TP Reduction (%)	Runoff Captured (ac-ft/yr)	TN Captured (lb/yr)	TP Captured (lb/yr)
2A	Exfiltration Pipes	6.8	15.0	73.1	11.4	52%	52%	52%	7.8	38.0	5.9
2B	Exfiltration Pipes	5.8	12.0	68.2	10.4	39%	39%	39%	4.7	26.6	4.1
2C	Exfiltration Pipes	17.3	36.9	200.2	31.0	18%	18%	18%	6.7	36.5	5.7
Overall	**Treatment Train**	**29.9**	**63.8**	**341.5**	**52.8**	**39%**	**39%**	**39%**	**24.9**	**133.2**	**20.6**

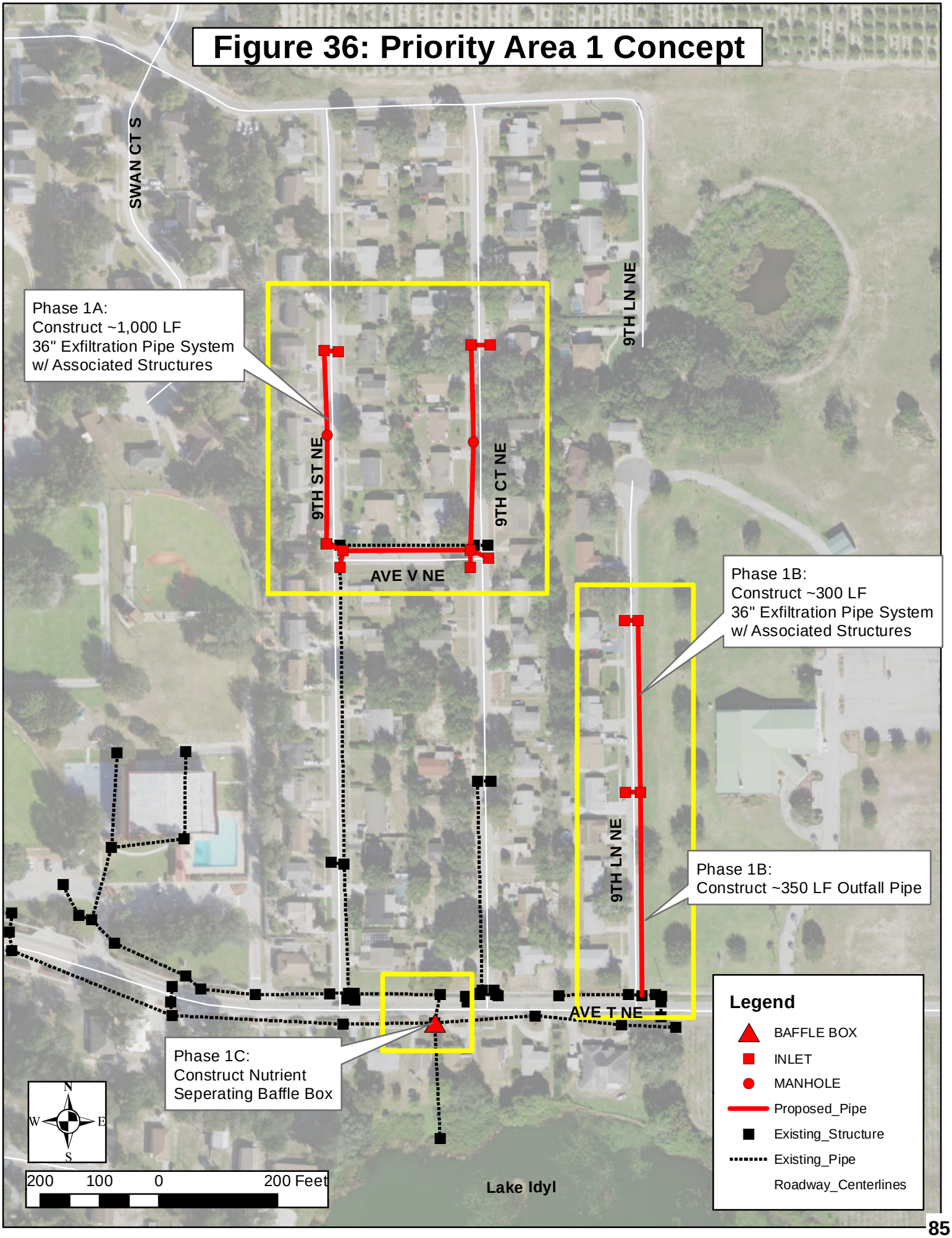
8.7 Cost-Benefit Summary (Water Quality)

The concepts described above provide a variety of benefits including improved flood protection, reduced discharge of pollutant loads, and increased infiltration. **Table 24** was developed to offer a summary comparison of the cost-benefits for the various concepts. The table focuses on benefits associated with water quality improvements based on SWFWMD's current pollutant loading reduction metrics.

Table 24 Cost-Benefit Summary (Water Quality/Infiltration)

		Treated Area (Acres/20-years)			Infiltration (Ac-Ft/20-years)			Total Nitrogen (Lbs/20-years)			Total Phosphorous (Lbs/20-years)			SWFWMD Maximum Effective Cost (Minimum of TN, TP and Acres Treated)	% SWFWMD Potential Reimbursment
Phase	Estimated Cost	Phase Total	Phase Unit Cost	SWFWMD Highly Effective Unit Cost	Phase Total	Phase Unit Cost	SWFWMD Highly Effective Unit Cost	Phase Total	Phase Unit Cost	SWFWMD Highly Effective Unit Cost	Phase Total	Phase Unit Cost	SWFWMD Highly Effective Unit Cost		
1A	$634,442	146	$4,345	$8,050	202	$3,141	-	1,098	$578	$176	171	$3,703	$1,498	$96,599	15%
1B	$348,097	42	$8,288	$8,050	62	$5,647	-	312	$1,114	$176	47	$7,380	$1,498	$27,499	8%
1C	$536,407	948	$566	$8,050	0	-	-	1,061	$506	$176	208	$2,583	$1,498	$93,335	17%
Overall 1	*$1,518,946*	*1,136*	*$1,337*	*$8,050*	*264*	*$5,762*	-	*2,852*	*$533*	*$176*	*452*	*$3,364*	*$1,498*	*$250,987*	*17%*
2A	$453,918	136	$3,338	$8,050	156	$2,918	-	760	$597	$176	118	$3,845	$1,498	$66,864	15%
2B	$290,534	116	$2,505	$8,050	93	$3,109	-	532	$546	$176	81	$3,579	$1,498	$46,812	16%
2C	$395,361	346	$1,143	$8,050	134	$2,940	-	730	$542	$176	113	$3,495	$1,498	$64,206	16%
Overall 2	*$1,139,814*	*598*	*$1,906*	*$8,050*	*498*	*$2,289*	-	*2,664*	*$428*	*$176*	*412*	*$2,768*	*$1,498*	*$234,393*	*21%*
3A	$381,433	158	$2,414	$8,050	78	$4,907	-	400	$955	$176	61	$6,251	$1,498	$35,159	9%
3B	$503,463	536	$939	$8,050	169	$2,982	-	870	$579	$176	137	$3,664	$1,498	$76,549	15%
3C	$428,087	102	$4,197	$8,050	139	$3,077	-	717	$597	$176	109	$3,913	$1,498	$63,137	15%
3 (A-C)	*$1,312,983*	*796*	*$1,649*	*$8,050*	*641*	*$2,047*	-	*3,304*	*$397*	*$176*	*516*	*$2,545*	*$1,498*	*$290,711*	*22%*
3D	$762,744	150	$5,085	$8,050	211	$3,614	-	1,147	$665	$176	178	$4,292	$1,498	$100,943	13%
3E	$1,335,278	462	$2,890	$8,050	406	$3,286	-	2,096	$637	$176	320	$4,169	$1,498	$184,462	14%
3 (D-E)	*$2,098,022*	*612*	*$3,428*	*$8,050*	*668*	*$3,141*	-	*3,489*	*$601*	*$176*	*535*	*$3,921*	*$1,498*	*$307,050*	*15%*
3F	$1,520,427	444	$3,424	$8,050	446	$3,406	-	2,178	$698	$176	350	$4,338	$1,498	$191,664	13%
Overall 3	*$4,931,432*	*1,852*	*$2,663*	*$8,050*	*1,756*	*$2,809*	-	*8,971*	*$550*	*$176*	*1,401*	*$3,519*	*$1,498*	*$789,425*	*16%*
4A	$1,716,711	990	$1,734	$8,050	591	$2,904	-	3,047	$563	$176	465	$3,696	$1,498	$268,180	16%
4B	$1,766,140	792	$2,230	$8,050	627	$2,817	-	3,231	$547	$176	509	$3,468	$1,498	$284,358	16%
Overall 4	*$3,482,852*	*1,782*	*$1,954*	*$8,050*	*1,498*	*$2,325*	-	*7,722*	*$451*	*$176*	*1,194*	*$2,916*	*$1,498*	*$679,536*	*20%*
5A	$997,444	454	$2,197	$8,050	689	$1,448	-	3,552	$281	$176	560	$1,782	$1,498	$312,618	31%
6A	$2,636,033	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Figure 36: Priority Area 1 Concept



Appendix A - Concept Cost Estimate Phase 1A					
No.	**Pay Item Description**	**Quan.**	**Unit**	**Unit Cost**	**Total**
I.	**GENERAL**				
1	Mobilization (Includes Survey, Bonds, Insurance, Etc.) (10%)	1	LS	$33,657.41	$33,657.41
2	Maintenance of Traffic (7%)	1	LS	$23,560.19	$23,560.19
3	Engineering Services (15%)	1	LS	$50,486.11	$50,486.11
4	Construction Management (5%)	1	LS	$16,828.70	$16,828.70
5	Land Acquisition	0	AC	$100,000.00	$0.00
6	Contractor's Quality Control (Construction Materials Testing) (3%)	1	LS	$10,097.22	$10,097.22
7	Utility Conflicts (5%)	1	LS	$16,828.70	$16,828.70
				Subtotal =	**$151,458.33**
II.	**CONSTRUCTION**				
7	Exfiltration Trench (w/ 24" perforated pipe)	0	LF	$150.00	$0.00
8	Exfiltration Trench (w/ 36" perforated pipe)	1,000	LF	$175.00	$175,000.00
9	Concrete Pipe 15" (Including trench excavation & dewatering if needed)	100	LF	$65.00	$6,500.00
10	Concrete Pipe 18" (Including trench excavation & dewatering if needed)	100	LF	$80.00	$8,000.00
11	Concrete Pipe 24" (Including trench excavation & dewatering if needed)	0	LF	$105.00	$0.00
12	Concrete Pipe 36" (Including trench excavation & dewatering if needed)	0	LF	$130.00	$0.00
13	Concrete Pipe 48" (Including trench excavation & dewatering if needed)	0	LF	$145.00	$0.00
14	Regular Excavation	0	CY	$12.50	$0.00
15	Curb Inlet	10	EA	$4,000.00	$40,000.00
16	Manhole	2	EA	$4,000.00	$8,000.00
17	Asphalt Pavement Replacement	926	SY	$80.00	$74,074.07
18	Concrete Curb Replacement	2,000	LF	$12.50	$25,000.00
				Subtotal =	**$336,574.07**
				CONTINGENCY (30%)	**$146,409.72**
				GRAND TOTAL	**$634,442**

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Lake Idyl Stormwater Improvement Project (Phase 1)**

Agreement Number: **NS131**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Winter Haven**

Entity Type: **Local Government**

Grantee Address: **451 Third Street NW, Winter Haven, Florida 33881**

FEID: **59-6000453**

(Grantee)

3. Agreement Begin Date: **07/01/2025**

Date of Expiration: **August 31, 2028**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (28.045706, -81.713715)**

Project Description: **The grantee will construct stormwater infrastructure in the Lake Idyl drainage basin to reduce nutrient loading.**

5. Total Amount of Funding: **$ 348,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**SWAG, GAA LI 1733, FY 24-25, LATF**	$ **348,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **348,000.00**

6. Department's Grant Manager

Name: **Taufiqul Aziz** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3570
Tallahassee, FL 32399-3000

Phone: **850-245-2950**

Email: **Taufiqul.Aziz@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Devon Moore** or successor

Address: **City of Winter Haven**
500 Third Street NW
Winter Haven, FL 33881

Phone: **863-291-5881**

Email: **dmoore@mywinterhaven.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Winter Haven **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

T. Michael Stavres, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Taufiqul Aziz, DEP Grant Manager

_____

Amanda Peck, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. NS131

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Lake Idyl Stormwater Improvement Project (Phase 1). The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10 percent of the total amount of the Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Lake Idyl Stormwater Improvement Project (Phase 1)

PROJECT LOCATION: The Project will be located in the City of Winter Haven (Grantee) within Polk County; Lat/Long (28.045706, -81.713715).

PROJECT BACKGROUND: Lake Idyl is a 19-acre public waterbody impaired for chlorophyll-a and nutrients. Untreated urban stormwater runoff has been identified as one of the primary sources of impairment; contributing approximately 1,010 lbs of Total Nitrogen (TN), 165 lbs of Total Phosphorus (TP), and 22,118 lbs of Total Suspended Solids (TSS) annually. The current infrastructure in the drainage basin provides flood mitigation but lacks treatment features to reduce pollutant loading. The proposed infrastructure improvement project is anticipated to reduce TN loads by 55 lbs/yr and TP loads by 9 lbs/yr.

PROJECT DESCRIPTION: The Grantee will construct approximately 1,000 linear feet of 36-inch exfiltration system and accompanying infrastructure including approximately 100 linear feet of 15-inch reinforced concrete pipe, 100 linear feet of 18-inch reinforced concrete pipe, 10 curb inlets, and 2 manholes. These features will be installed within the rights-of-way along 9th St NE, 9th Ct NE, and Ave V NE.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: $256,000 from the City of Winter Haven. A summary of the local contributions will be required in the Final Report, and financial supporting documentation of locally pledged contributions shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct Lake Idyl Stormwater Improvement Project (Phase 1) in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Final Report

Deliverables: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include, at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays, and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a summary of any additional phases yet to be completed.
- Dated color photographs of work performed (representative of the entire project), appropriate figures (site location, site plan(s), etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Projects associated with and listed in a Water Quality Restoration Plan are expected to be maintained for the life of the project to retain reduction credits under the Plan(s) unless noted otherwise. If possible, identify the expected lifetime of the Best Management Practices (BMPs) and if there is a detailed plan to operate and maintain the system through this period. If possible, describe the amount of time, cost, and work required to operate and maintain the system.

Documentation: The Grantee will submit: 1) a copy of the draft Final Report in Word format; and 2) a copy of the Department-approved Final Report in Word or PDF format.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation following the conclusion of the task.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$348,000	07/01/2025	12/31/2027
2	Final Report	No-Cost Deliverable	0	07/01/2025	02/28/2028
		Total:	$348,000		

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024 - 2025	37.039	Statewide Water Quality Restoration Projects	$348,000	140076
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$348,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

DATE: October 22, 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-25-51:** Acceptance of New Utility Easement from Breeze SPE, LLC, for installation, operation, and maintenance of sanitary sewer lines and related utility infrastructure; and termination, release and vacation of specified reserved easement in favor of the City of Winter Haven. **General Location**: 235 Avenue E SW Winter Haven

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BACKGROUND

Breeze SPE, LLC constructed a 102-unit multi-family project known as the Breeze Apartments located at 235 Avenue E SW Winter Haven. As part of the project, certain sanitary infrastructure improvements related to sewer lines was required. To allow for operation and maintenance of this infrastructure on private property, an approximate 13,753 square-foot utility easement is required. This new utility easement will replace existing public utility easements on the property. Existing easements were located within the alleyways as established by dedications in the Overstreet's Subdivision Plat recorded in Plat Book 12, Page 8, Public Records of Polk County. Subsequently, the City vacated two alleyways within the lands on which the Breeze Apartments were constructed via City of Winter Haven Resolutions R-00-28 and R-22-07, which Resolutions reserved perpetual public utility easements in favor of the City of Winter Haven over the former alleyways.

On May 15, 2024, the Developer submitted the executed new easement document to the City for review and acceptance, and it was subsequently recorded on August 5, 2024, in Official Records Book 13217, Pages 394 through 399, Public Records of Polk County, Florida. Prior to recording, the new utility easement was reviewed by the City's Engineering Services Division and was found to be adequate for acceptance by the City Commission. In October, 2024, a scrivener's error was identified on the recorded utility easement, and on December 12, 2024, a Notice of Correction was provided and recorded in Official Records Book 13365, Pages 1611 through 1612, Public Records of Polk County, Florida.

In addition, Breeze SPE, LLC has asked that the City vacate, terminate and abandon the City reserved perpetual utility easements in those lands more specifically addressed and described in City of Winter Haven Resolution R-00-28 adopted on August 14, 2000 and recorded on June 22, 2000 in Official Records Book 4517, Pages 0741 through 0746, Public Records of Polk County, Florida and City of Winter Haven Resolution R-22-07 adopted on February 14, 2022 and recorded on February 24, 2022 in Official Records Book 12131, Pages 1505 through 1508, Public Records of Polk County, Florida.

STRATEGIC PLAN ALIGNMENT

This request accepts the new utility easement, and vacates, terminates, and abandons the specified reserved utility easements in favor of the City as more specifically identified above and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Infrastructure and Responsible Government Strategic Pillars.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-51 which vacates, terminates, and abandons any reserved utility easements in favor of the City by virtue of the adoption of City Resolutions R-00-28 and R-22-07 and affirmatively accepts the conveyance of the new utility easement recorded in 2024 and authorizes the City Manager to take all further actions related thereto.

ATTACHMENT

- Resolution R-25-51

Space for Recording

RESOLUTION R-25-51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT UTILITY EASEMENT FROM BREEZE SPE, LLC, TO THE CITY OF WINTER HAVEN, FLORIDA, DATED MAY 15, 2024, AND RECORDED ON AUGUST 5, 2024, IN OFFICIAL RECORDS BOOK 13217, PAGES 394 THROUGH 399, AND CORRECTED BY THAT NOTICE OF CORRECTION DATED OCTOBER 16, 2024 AND RECORDED ON DECEMBER 12, 2024 IN OFFICIAL RECORDS BOOK 13365, PAGES 1611 THROUGH 1612, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND TERMINATING, ABANDONING, AND RELEASING THOSE RESERVED UTILITY EASEMENTS IN FAVOR OF THE CITY OF WINTER HAVEN, FLORIDA LYING EAST OF LOTS 1, 2, 3, 4, 5, and 6, NORTH OF LOTS 7, 8, 9, 10, 11, and 12, AND SOUTH OF LOTS 20, 21, 22, 23, 24, 25, and 26 OF BLOCK 3, OF THE OVERSTREET SUBDIVISION AS RECORDED IN PLAT BOOK 12, PAGE 8, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND LOCATED BETWEEN AVENUE D, SW TO AVENUE E, SW, LYING BETWEEN 2ND STREET SW AND 3RD STREET, SW AND AS MORE SPECIFICALLY DESCRIBED IN CITY OF WINTER HAVEN RESOLUTIONS R-00-28 AND R-22-07 RECORDED IN OFFICIAL RECORDS BOOK 4517, PAGES 0741 THROUGH 0746 AND OFFICIAL RECORDS BOOK 12131, PAGES 1505 THROUGH 1508, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, RESPECTIVELY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Breeze SPE, LLC (hereinafter "Developer") is the owner of a parcel of land located at 235 Avenue E SW, Winter Haven, Florida (Polk County Property Appraiser Parcel Identification Numbers 262829 620000 003130 & 262829 620000 003011), which is within the City's municipal limits and was formerly used as a parking lot for an adjacent use prior to the Developer constructing a 102-unit multi-family residential project known as the Breeze Apartments; and

WHEREAS, on May 13, 2024, Developer delivered and conveyed to the City of Winter Haven a new perpetual Utility Easement containing 13,753± square feet of easement area to, operate, and maintain a sanitary sewer line and related utility infrastructure; and access in, upon, through, under, and over the lands described in said new Utility Easement. Said new Utility Easement was recorded on August 5, 2024, in

Official Records Book 13217, Pages 394 through 399, Public Records of Polk County, Florida. On October 16, 2024, a scrivener's error on the said new Utility Easement was identified requiring the filing and recording of a Notice of Correction. Said Notice of Correction was recorded on December 12, 2024, in Official Records Book 13365, Pages 1611 through 1612, Public Records of Polk County, Florida, copies of which are attached hereto as Composite Exhibit "A" and incorporated by reference herein; and

WHEREAS, the Developer now requests the City of Winter Haven to terminate, abandon, and release any rights regarding any reserved utility easements in favor of the City of Winter Haven created via the adoption of City Resolutions R-00-28 and R-22-07 recorded in Official Records Book 4517, Pages 0741 through 0746 and Official Records Book 12131, Pages 1505 through 1508, Public Records of Polk County, Florida, respectively (hereafter "City Resolutions"); and

WHEREAS, no active City utilities are located or planned to be located within said above referenced reserved utility easements running in favor of the City that may have been created by virtue of the passage of the above referenced City Resolutions; and

WHEREAS, the City Engineer and Assistant City Utility Director have reviewed and approved the new utility easement in favor of the City of Winter Haven and that has been recorded on August 5, 2024, in Official Records Book 13217, Pages 394 through 399, Public Records of Polk County, Florida and corrected by that Notice of Correction recorded on December 12, 2024, in Official Records Book 13365, Pages 1611 through 1612, Public Records of Polk County, Florida, and attached hereto as Composite Exhibit "A" (hereafter "New Utility Easement") and have no objection to releasing the above referenced reserved utility easements running in favor of the City of Winter Haven that may have been created by virtue of the passage of the above referenced City Resolutions; and

WHEREAS, it is in the best interest of and will promote the health, safety and welfare of the citizens and residents of the City of Winter Haven, Florida for the City Commission of the City of Winter Haven to terminate, abandon, and release any reserved utility easements that run in favor of the City by virtue of the passage of the above referenced City Resolutions as well as affirmatively accepting the conveyance of the New Utility Easement.

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

1. The above recitals are incorporated herein as the factual basis for passage of this Resolution.

2. The City Commission of the City of Winter Haven, Florida hereby affirmatively accepts from Breeze SPE, LLC (hereinafter "Developer") the conveyance of the above referenced New Utility Easement and attached hereto as Composite Exhibit "A" and incorporated herein by reference.

3. The City Commission does also hereby terminate, abandon, and release any reserved utility easements that may run in favor of the City by virtue of the passage of above referenced City Resolutions.

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

5. All Resolutions in conflict with this Resolution are hereby repealed in order to give this Resolution full force and effect.

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

7. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session, this 10th day of November, 2025.

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Composite Exhibit "A"
Page 1 of 9

Prepared by:
Beth L. Evans
Six/Ten, LLC
PO Box 7378
56 4th St NW
Winter Haven, FL 33883

Return to:
City Clerk's Office
City of Winter Haven
PO Box 2277
451 3rd St NW
Winter Haven, FL 33881

PARCEL ID. # 262829 620000 003011
262829 620000 003130

INSTR # 2024179917
BK 13217 Pgs 394-399 PG(s)6
RECORDED 08/05/2024 09:46:11 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES $52.50
RECORDED BY triscorn

MATTHEW D ALEXANDER
250 3RD STREET NW
SUITE 102
WINTER HAVEN, FL 33881

EASEMENT

THIS EASEMENT made this 15th day of May, 2024, between Breeze SPE, LLC, 7457 Franklin Rd, Bloomfield Hills, MI 48301, as the "Grantor", and the CITY OF WINTER HAVEN, a municipal corporation organized under the laws of the State of Florida, its post office address being P.O. Box 2277, 451 Third Street Northwest, Winter Haven, Florida 33881, as the "Grantee".

WITNESSETH: That the Grantor, in consideration of the sum of Ten Dollars; and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, **a non-exclusive, perpetual easement** over, under, through, and across together with Appurtenances and the right to install, operate, and maintain sanitary sewer lines and related utility infrastructure and access in, over, upon, under, and through the following described land in Polk County, Florida, to-wit,

See Attachment "A"

Grantor shall not place any landscaping, fences, structures, or other obstructions within this perpetual easement that would in any way hinder the access or operation and maintenance of the utilities within the perpetual easement.

The Grantor covenants with the Grantee that it is lawfully seized and/or is a duly authorized representative of said lands and that it has good, right, and lawful authority to grant this perpetual easement.

IN WITNESS WHEREOF the Grantor has hereunto set his/her/their hand and seal the day written above.

Signed, sealed, and delivered
In the presence of:

SIGNATURE _____
PRINT Quinn Rogala
witness

SIGNATURE _____
PRINT Emma Weintraub
witness

SIGNATURE _____ (Seal)
PRINT MARK DEMARIA (Seal)
Grantor

SIGNATURE _____ (Seal)
PRINT _____ (Seal)
Grantor

Note: Two (2) ***witness*** signatures required, notary on reverse side may sign as a witness above.

1

Composite Exhibit "A"
Page 2 of 9

STATE OF Michigan
COUNTY OF Oakland

Before me, the undersigned authority, this day personally appeared Mark DeMaria
_____ and _____,
to me well known and known to me to be the individual X described in and/or produced _____
_____ as identification and who executed the forgoing instrument, and they severally acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 29 day of May, 2024

My Commission expires: 04-12-27

Emma Weintraub
Notary Public in and for the State of Michigan at Large. County of Oakland

Emma Weintraub
NOTARY PUBLIC
COUNTY OF OAKLAND
My Commission Expires
04/12/2027
Acting in the County of
Oakland
STATE OF MICHIGAN

STATE OF Michigan
COUNTY OF Oakland

Before me, the undersigned authority, this day personally appeared Quinn Rogalla
_____ and _____,
to me well known and known to me to be the individual X described in and/or produced _____
_____ as identification and who executed the forgoing instrument, and they severally acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 29 day of May, 2024
My Commission expires: 04-12-27

Emma Weintraub
Notary Public in and for the State of Michigan at Large. County of Oakland

Emma Weintraub
NOTARY PUBLIC
COUNTY OF OAKLAND
My Commission Expires
04/12/2027
Acting in the County of
Oakland
STATE OF MICHIGAN

EASEMENT 2020 BLANK FORM.MLM.doc January 02, 2020

2

Book13217/Page395 CFN#2024179917 Page 2 of 6

Attachment "A"

EASEMENT BOUNDARY DESCRIPTION

Parcel # 262829 620000 003011
 # 262829 620000 003013

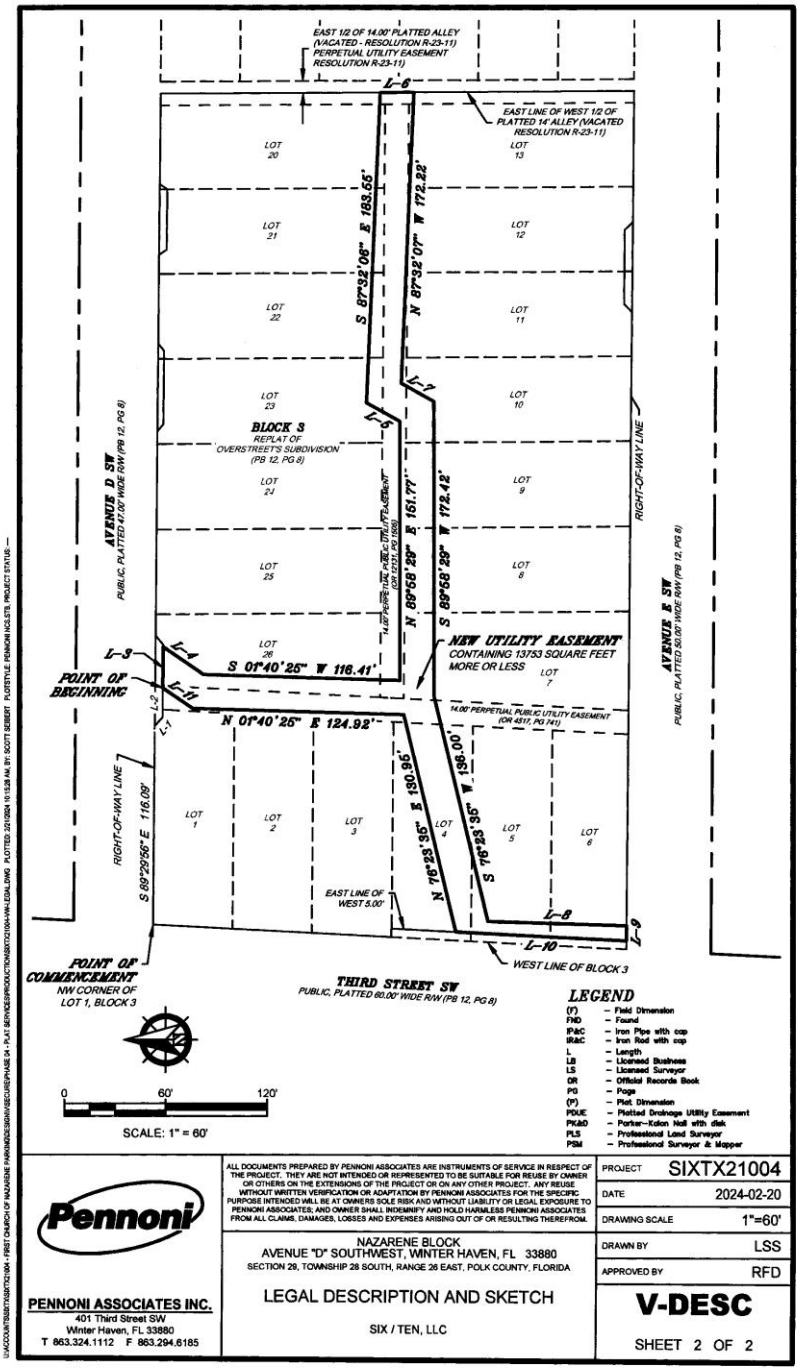
DESCRIPTION: (New Utility Easement)

A portion of Block 3 of the Replat of Overstreet's Subdivision to Winter Haven, as recorded in Plat Book 12, Page 8, of the Public Records of Polk County, Florida, being described as follows:

Commence at the Northwest corner of Lot 1, of said Block 3; thence South 89°29'56" East, along the north line of Block 3 also being the south right-of-way line of Avenue "D" SW, 116.09 feet; thence South 48°31'43" East, 6.86 feet; thence South 89°29'56" East, parallel with said north line, 17.14 feet to the POINT OF BEGINNING; thence continue South 89°29'56" East, along said line, a distance of 23.99 feet; thence South 34°01'03" West, 28.66 feet; thence South 01°40'25" West, 116.41 feet; thence North 89°58'29" East, 151.77 feet; thence North 29°14'03" East, 22.65 feet; thence South 87°32'06" East, 183.55 feet to the centerline of vacated 14 foot platted alley; thence South 00°20'49" East, along said centerline, 20.02 feet; thence North 87°32'07" West, 172.22 feet; thence South 29°14'03" West, 22.06 feet; thence South 89°58'29" West, 172.42 feet; thence South 76°23'35" West, 136.00 feet; thence South 01°47'43" West, 81.97 feet to the south line of Block 3 also being the North right-of-way line of Avenue "E" SW; thence North 89°29'56" West, along said south line, 8.99 feet; thence North 03°00'50" East, along a line 5.00 feet East of and parallel with the west line of Lots 4-6 of said Block 3, a distance of 101.06 feet; thence North 76°23'35" East, 130.95 feet; thence North 01°40'25" East, 124.92 feet; thence North 34°01'03" East, 21.22 feet to the POINT OF BEGINNING.

Said parcel containing 13,753 square feet, more or less.

Composite Exhibit "A"
Page 4 of 9



Book13217/Page397 CFN#2024179917 Page 4 of 6

Composite Exhibit "A"
Page 5 of 9

CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE (this "**Consent**") is given as of July 3rd, 2024, by HS WINTER HAVEN SW, LLC, a Texas limited liability company ("**Mortgagee**"), being the owner and holder of that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated November 22, 2023, recorded on November 29, 2023, as Instrument #2023279356, in Official Records BK 12923, Pgs 0623-0658, PG(s)36, in the Public Records of Polk County, Florida (as the same may be amended or modified from time to time, the "**Mortgage**"), encumbering the property more particularly described therein.

Mortgagee hereby consents to the recordation of the foregoing Easement and agrees that the lien and effect of the Mortgage is and shall be subject and subordinate to the Easement. Except as expressly provided herein, this Consent does not affect or impair the rights or remedies of Mortgagee under the Mortgage.

[Remainder of page intentionally left blank – Signature appears on the following page.]

4859-1997-1273v.1

Book13217/Page398 CFN#2024179917 Page 5 of 6

Composite Exhibit "A"
Page 6 of 9

EXECUTED to be effective as of the day and year first above written.

Signed in the presence of:

MORTGAGEE:

HS WINTER HAVEN SW, LLC,
a Texas limited liability company

Nadja Alexander
Name: NADJA ALEXANDER
Address: 2323 Ross Ave, Ste 200, Dallas 75201

By: Rebecca Reitz
Name: Rebecca Reitz
Title: Secretary

Name: RENEITA GILL
Address: 2323 ROSS AVENUE STE 200 DALLAS TX 75201

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

The foregoing Consent of Mortgagee was acknowledged before me, this 3rd day of July 2024, by Rebecca Reitz, as the Secretary of HS WINTER HAVEN SW, LLC, a Texas limited liability company, who appeared by means of [X] physical presence or [___] online notarization. [X] He/she is personally known to me or [___] has produced a State of Texas driver's license as identification.

TIFFANY NELSON
Notary ID #131733793
My Commission Expires
September 21, 2026

Tiffany Nelson
Notary Public, State of Texas
My Commission Expires: 9/21/2026
Commission No.: 131733793
(Notarial Seal)

4859-1997-1273v.1

Book13217/Page399 CFN#2024179917 Page 6 of 6

Composite Exhibit "A"
Page 7 of 9

INSTR # 2024281749
BK 13365 Pgs 1611-1612 PG(s)2
12/12/2024 03:08:32 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50

Prepared by and return to:
Matthew D. Alexander, Esq.
AlexanderDonalson, PLLC
250 3rd Street NW, Suite 102
Winter Haven, FL 33881

Notice of Correction of Parcel Identification Number

This Notice of Correction of Parcel Identification Number is given by Breeze SPE, LLC, a Delaware limited liability company ("Breeze"), as notice that one of two parcel identification numbers contained in Attachment "A" to that certain Easement given by Breeze to the City of Winter Haven, a municipal corporation ("Winter Haven"), dated May 15, 2024, and recorded on August 5, in official records book 13217 at page 394 in the public records of Polk County, Florida (the "Easement"), is incorrect.

The Correction and Explanation for the Correction

Pursuant to the Easement, Breeze granted to Winter Haven a non-exclusive easement over, under, through, and across certain land, described in the Easement, owned by Breeze.

The first page of the Easement identifies, by Property Appraiser parcel identification number, the following two parcels as the property which is burdened by the Easement: parcels 262829-620000-003011 and 262829-620000-003130 (the "Burdened Parcels"). Those parcel identification numbers are correct.

By a scrivener's error, Attachment "A" to the Easement identifies the Burdened Parcels as parcels 262829-620000-003011 and 262829-620000-003013. The second of these two parcel numbers is incorrect and should, instead, be 262829-620000-003130, the same parcel identification number stated on the first page of the Easement.

IN WITNESS WHEREOF, Breeze has executed this Notice of Correction of Parcel Identification Number on October 16, 2024.

Witnesses:

Print name: Diana Regala
Address: 7457 Franklin Rd
Ste 200, Bloomfield Hills MI

Print name: Alaina Baldwin
Address: 7457 Franklin Rd.,
Ste. 200, Bloomfield Hills, MI

Breeze SPE, LLC, a Delaware limited liability company

By:
Name: Mark DeMaria
Title: Manager

Page 1 of 2

Composite Exhibit "A"
Page 8 of 8

STATE OF Michigan
COUNTY OF Oakland

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, October 16, 2024, by Mark DeMaria, Manager of Breeze SPE, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public
Michele Chudzinski
Name typed, printed, or stamped
My Commission Expires: 8/27/2025

MICHELE CHUDZINSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Aug 27, 2025
ACTING IN COUNTY OF Oakland

Page 2 of 2

Stacy M. Butterfield POLK
CFN# 2024281749 OR BK 13365 PG 1612 Pgs 1611-1612 12/12/2024 03:08:32 PM

DATE: October 8, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-25-30:** Request by Candace Ducking and Lisson Etienne to assign Neighborhood Support Future Land Use to an annexed parcel. **General Location:** A parcel generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The area covered by this request is 0.34± acres; and

Ordinance O-25-31: Request by Candace Ducking and Lisson Etienne to assign Commercial- Highway (C-3) zoning district to an annexed parcel. **General Location:** A parcel generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The area covered by this request is 0.34± acres.

BACKGROUND

Candace Ducking and Lisson Etienne, petitioners, request the City assign Neighborhood Support Future Land Use and Commercial- Highway (C-3) zoning district to an annexed parcel. The vacant parcel is generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The parcel was annexed into the City July 28, 2025. The petitioner intends to develop the property with a 3,600-square foot adult day care center.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Commerce (FloridaCommerce) and other state and local agencies is not required.

SURROUNDING USES

The subject property is located along the 8th Street, NW/US Highway 17, a mixed use corridor which consists of a mixture of commercial and residential uses. The property is surrounded by multi-family residential to the north across Avenue X, NW; the City's Lakeside Memorial Cemetery to the east across 8th Street, NW/US Highway 17; a vacant parcel located in Unincorporated Polk County and a motel to the south; and single-family residential located in Unincorporated Polk County to the west.

INFRASTRUCTURE

The table below shows the expected potential demands on supporting infrastructure for the petitioner's proposed 3,600-square foot adult day care center.

Potable Water and Wastewater Utilities (as of August 31, 2025) ***Measured in gallons per day (gpd)***						
Type of Infrastructure	**24-month Average Capacity**	**Projected Demands from This Request**	**Remaining Capacity (If Request Permitted Today)**		**Projected Future Demands for Prior Approved Projects***	**Potential Remaining Capacity *if* All Approved Projects are Constructed**
Potable Water	2,450,000	792	2,449,208		2,166,500	268,752
Wastewater Plant 2	642,000	697	641,303		339,900	301,403
Transportation (Background Data from Polk TPO) ***Measured in PM Peak-Hour Trips***						
Roadway	**3-year Average Capacity**	**Projected Demands from this Request**	**Remaining Capacity (If Request Permitted Today)**		**Projected Future Demands for Prior Approved Projects***	**Potential Remaining Capacity *if* All Approved Projects are Constructed**
8th Street,NW/US 17 *Northbound*	1,274	4	1,270		8	1,262
8th Street,NW/US 17 *Southbound*	1,236	4	1,232		8	1,224

**Projected Future Demands includes platted residential subdivisions, approved multi-family residential site plans, and approved commercial site plans. Approved multi-family or commercial site plans are approved for up to a maximum of 30 months. If a permit is not issued within this time period, the approved site plan becomes null and void and any reserved capacity assigned to that project is returned to the available capacity.*

The above evaluation of water, wastewater, and transportation concurrency for a specific property or project at the Future Land Use or zoning stage should simply be viewed as a "snapshot in time" with regards to available capacity. Between the time when a particular Future Land Use designation and/or zoning district is assigned to a property, and the point in time when an actual development project is submitted for approval, there are many factors which may affect the amount of available water, wastewater, or transportation capacity required for issuing final concurrency approval. These factors may include increased or decreased allocations in available capacities, approved projects not being constructed, unforeseen projects being constructed, and constructed projects using more or less than their projected demands.

Based on the above analysis, the supporting water, sewer, and transportation infrastructure contain sufficient capacity to support these requests at this time; however, a final concurrency determination shall be made at the time the property receives site plan approval and is developed.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Future Land Use for the subject parcel was Residential Low (RL-4). The requested Neighborhood Support Future Land Use is consistent with the property's location along an arterial highway corridor and City designations in the area. The requested C-3 zoning district is consistent with the Neighborhood Support Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by a private party. In accordance with Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)), ordinances initiated by an application by a private party are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its October 7, 2025 regular meeting, voted to recommend approval of this request. One member of the public spoke with concerns about access and traffic.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The assignment of Neighborhood Support Future Land Use and C-3 zoning district is consistent with the property's location along an arterial highway corridor and with developed uses and City designations in the area; and

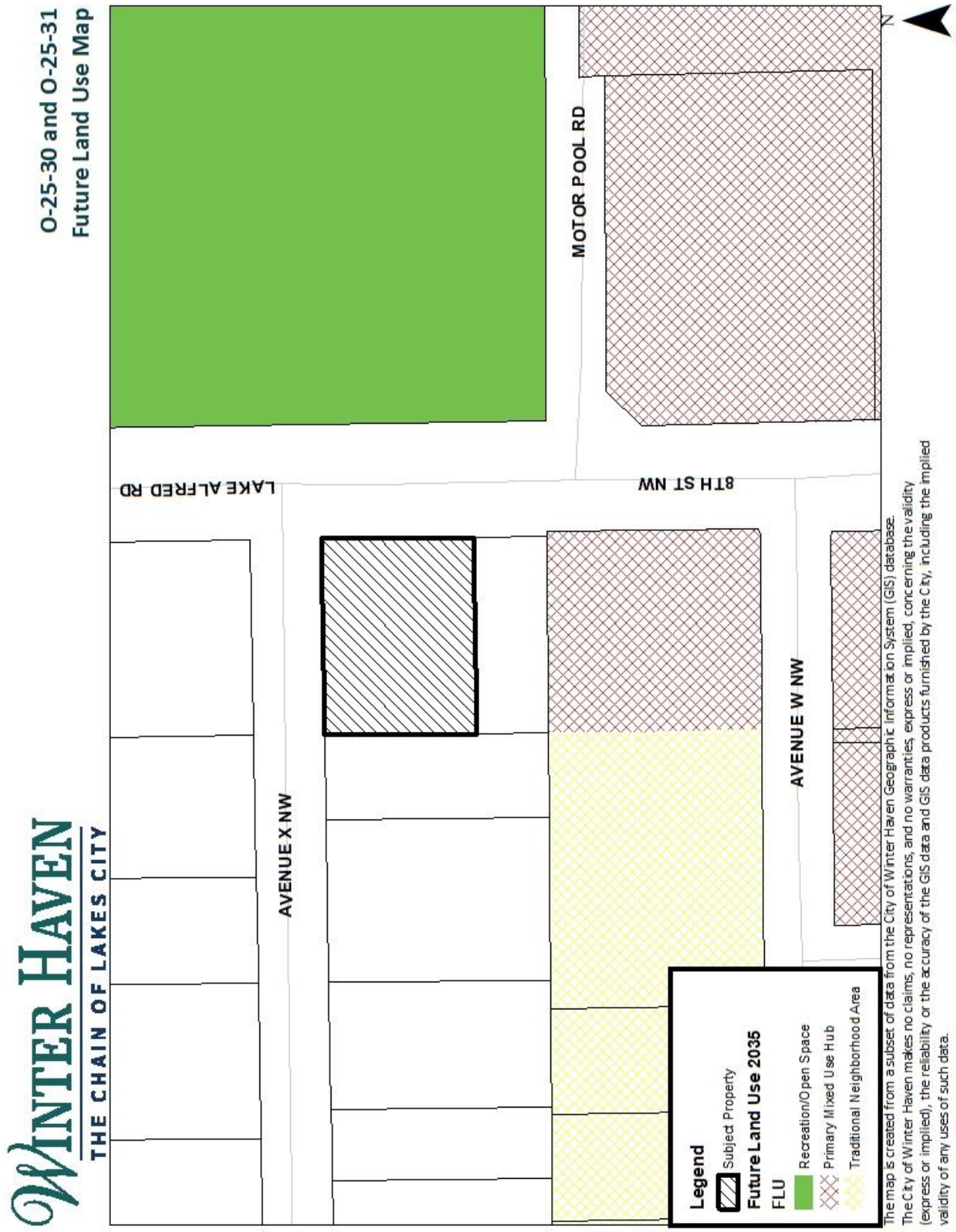
- There is sufficient public infrastructure capacity to accommodate the proposed development of the property at this time.

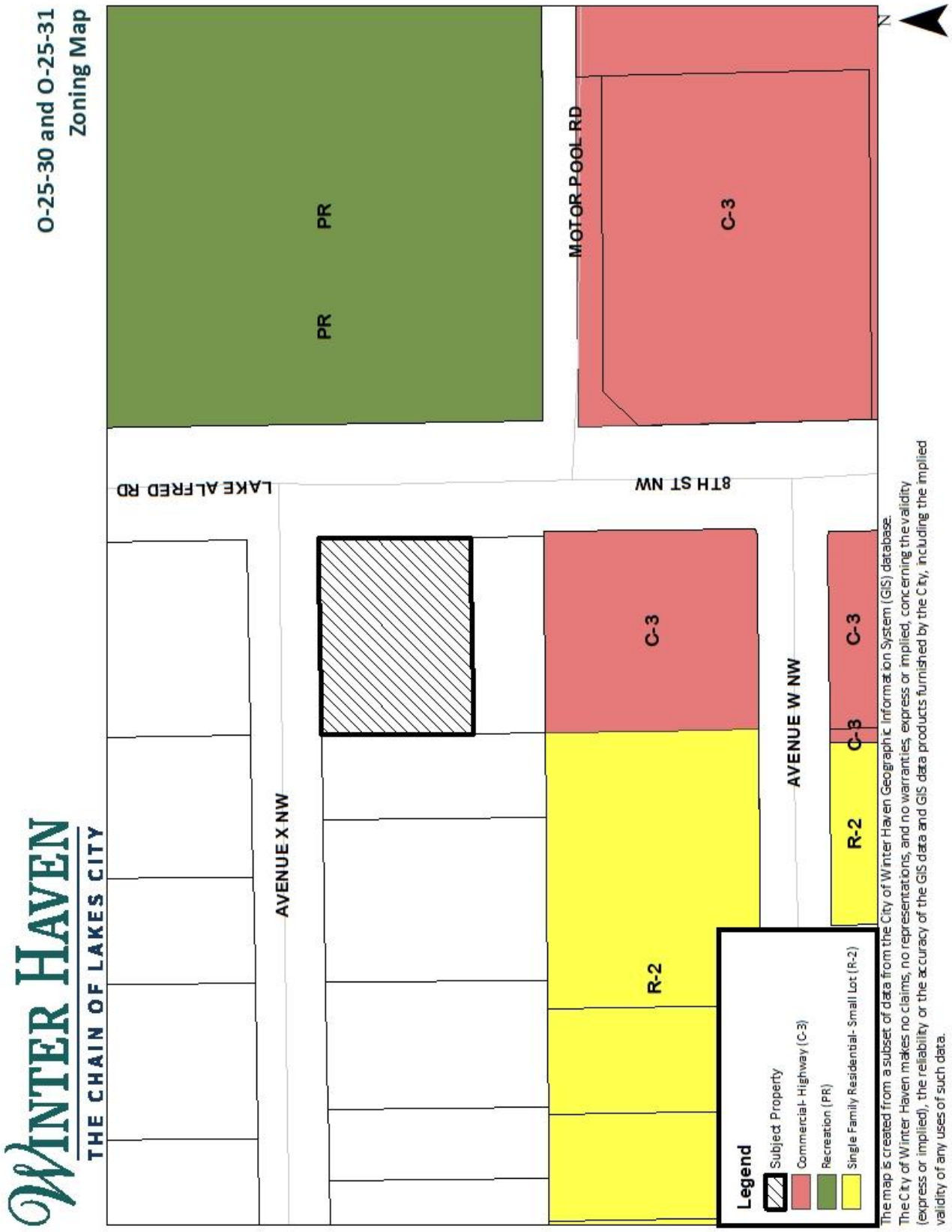
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-25-30 and O-25-31.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map
- Ordinance O-25-30 (Future Land Use)
- Ordinance O-25-31 (Zoning)


O-25-30 and O-25-31
Future Land Use Map
MOTOR POOL RD
LAKE ALFRED RD
8TH ST NW
AVENUE X NW
AVENUE W NW
N
Legend
Subject Property
Future Land Use 2035
FLU
Recreation/Open Space
Primary Mixed Use Hub
Traditional Neighborhood Area
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

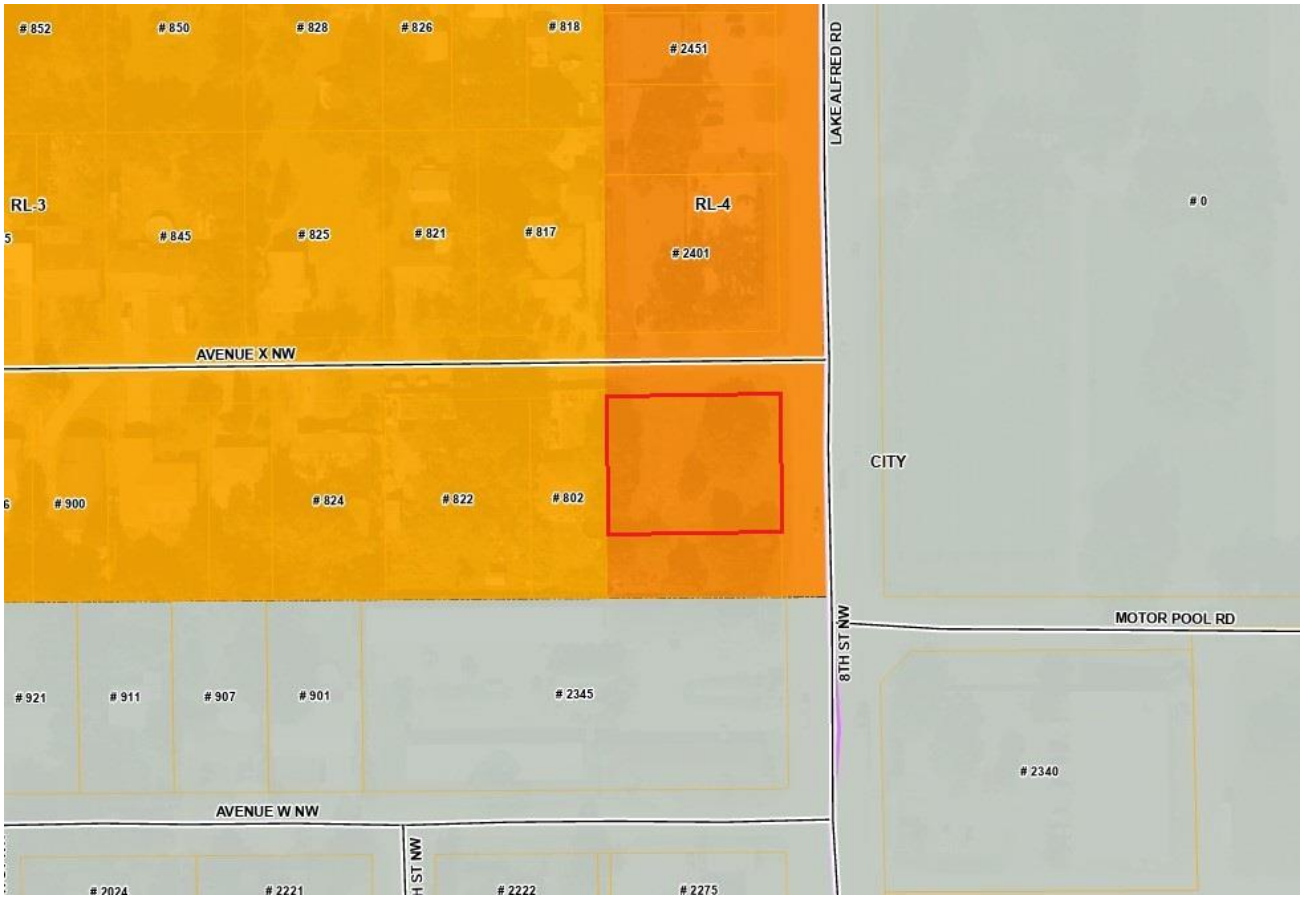

O-25-30 and O-25-31
Zoning Map
PR
PR
PR
MOTOR POOL RD
C-3
N
LAKE ALFRED RD
8TH ST NW
C-3
C-3
C-3
AVENUE X NW
AVENUE W NW
R-2
R-2
Legend
Subject Property
Commercial- Highway (C-3)
Recreation (PR)
Single Family Residential- Small Lot (R-2)
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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WINTER HAVEN
THE CHAIN OF LAKES CITY

O-25-30 and O-25-31
Aerial Map



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Polk County Land Use Map



ORDINANCE NO. O-25-30

AN ORDINANCE AMENDING ORDINANCE 23-25, THE 2035 WINTER HAVEN COMPREHENSIVE PLAN 2035 FUTURE LAND USE MAP SERIES, BY REVISING THE FUTURE LAND USE MAP SERIES BY ASSIGNING NEIGHBORHOOD SUPPORT FUTURE LAND USE TO ONE (1) ANNEXED PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (General Location: A parcel generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The area covered by this request is 0.34± acres.)

WHEREAS, a proposed amendment to the Winter Haven Comprehensive Plan, Future Land Use Map Series, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

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

WHEREAS, the request is initiated by an application by a private party, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)).

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

1. That the Future Land Use Map Series of the Comprehensive Plan of the City of Winter Haven, Florida, is hereby amended by assigning that area as shown on Exhibit "A" as "Neighborhood Support" Future Land Use as classified by the City of Winter Haven's Future Land Use Element.

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

3. All ordinances in conflict herewith are hereby repealed.

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

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

INTRODUCED on first reading this 10th day of November, 2025.

PASSED on second reading this 24th day of November, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

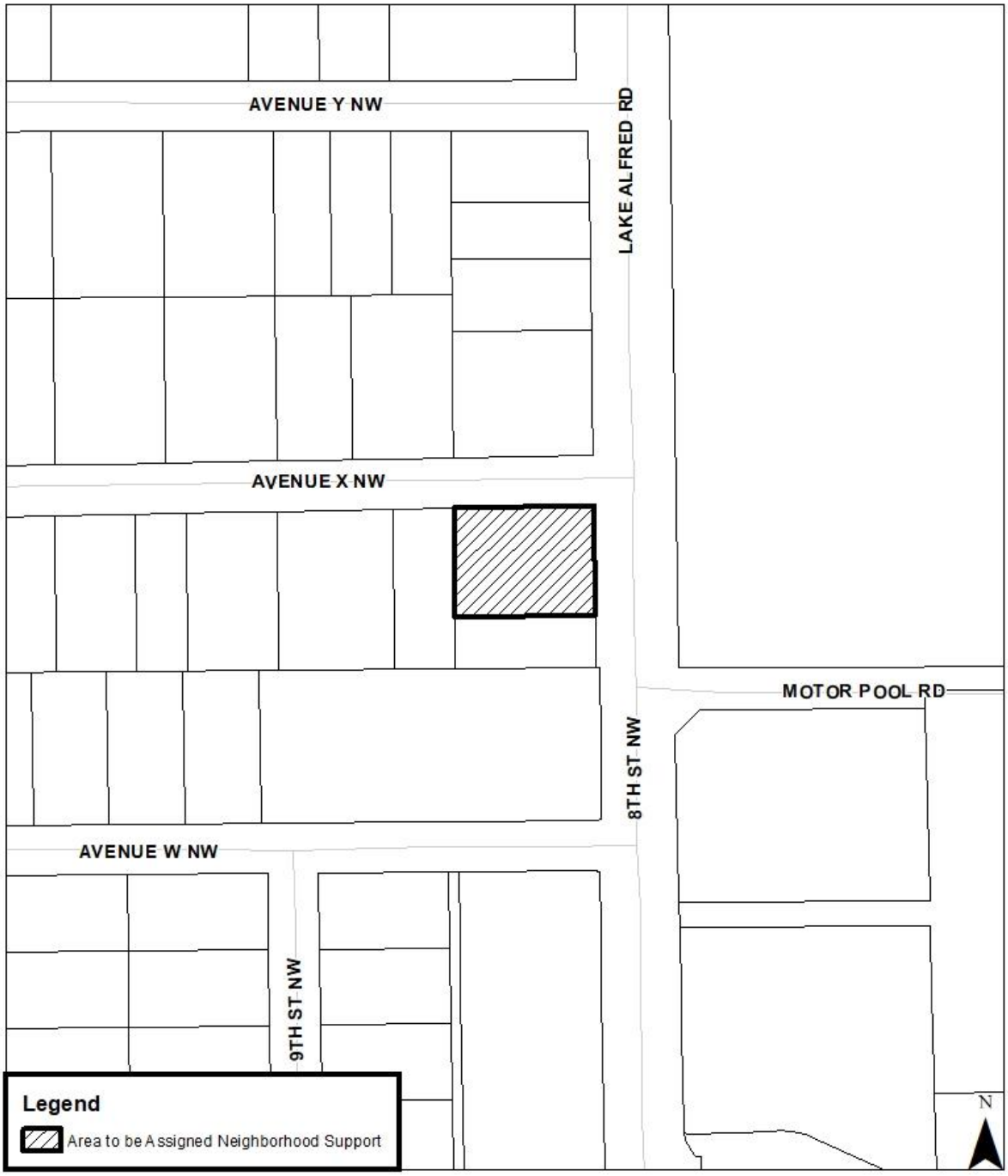
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


AVENUE Y NW
LAKE ALFRED RD
AVENUE X NW
MOTOR POOL RD
8TH ST NW
AVENUE W NW
9TH ST NW
Legend
Area to be Assigned Neighborhood Support
N

DATE: October 8, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-25-30:** Request by Candace Ducking and Lisson Etienne to assign Neighborhood Support Future Land Use to an annexed parcel. **General Location:** A parcel generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The area covered by this request is 0.34± acres; and

Ordinance O-25-31: Request by Candace Ducking and Lisson Etienne to assign Commercial- Highway (C-3) zoning district to an annexed parcel. **General Location:** A parcel generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The area covered by this request is 0.34± acres.

BACKGROUND

Candace Ducking and Lisson Etienne, petitioners, request the City assign Neighborhood Support Future Land Use and Commercial- Highway (C-3) zoning district to an annexed parcel. The vacant parcel is generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The parcel was annexed into the City July 28, 2025. The petitioner intends to develop the property with a 3,600-square foot adult day care center.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Commerce (FloridaCommerce) and other state and local agencies is not required.

SURROUNDING USES

The subject property is located along the 8th Street, NW/US Highway 17, a mixed use corridor which consists of a mixture of commercial and residential uses. The property is surrounded by multi-family residential to the north across Avenue X, NW; the City's Lakeside Memorial Cemetery to the east across 8th Street, NW/US Highway 17; a vacant parcel located in Unincorporated Polk County and a motel to the south; and single-family residential located in Unincorporated Polk County to the west.

INFRASTRUCTURE

The table below shows the expected potential demands on supporting infrastructure for the petitioner's proposed 3,600-square foot adult day care center.

Potable Water and Wastewater Utilities (as of August 31, 2025) ***Measured in gallons per day (gpd)***						
Type of Infrastructure	**24-month Average Capacity**	**Projected Demands from This Request**	**Remaining Capacity (If Request Permitted Today)**		**Projected Future Demands for Prior Approved Projects***	**Potential Remaining Capacity *if* All Approved Projects are Constructed**
Potable Water	2,450,000	792	2,449,208		2,166,500	268,752
Wastewater Plant 2	642,000	697	641,303		339,900	301,403
Transportation (Background Data from Polk TPO) ***Measured in PM Peak-Hour Trips***						
Roadway	**3-year Average Capacity**	**Projected Demands from this Request**	**Remaining Capacity (If Request Permitted Today)**		**Projected Future Demands for Prior Approved Projects***	**Potential Remaining Capacity *if* All Approved Projects are Constructed**
8th Street,NW/US 17 *Northbound*	1,274	4	1,270		8	1,262
8th Street,NW/US 17 *Southbound*	1,236	4	1,232		8	1,224

**Projected Future Demands includes platted residential subdivisions, approved multi-family residential site plans, and approved commercial site plans. Approved multi-family or commercial site plans are approved for up to a maximum of 30 months. If a permit is not issued within this time period, the approved site plan becomes null and void and any reserved capacity assigned to that project is returned to the available capacity.*

The above evaluation of water, wastewater, and transportation concurrency for a specific property or project at the Future Land Use or zoning stage should simply be viewed as a "snapshot in time" with regards to available capacity. Between the time when a particular Future Land Use designation and/or zoning district is assigned to a property, and the point in time when an actual development project is submitted for approval, there are many factors which may affect the amount of available water, wastewater, or transportation capacity required for issuing final concurrency approval. These factors may include increased or decreased allocations in available capacities, approved projects not being constructed, unforeseen projects being constructed, and constructed projects using more or less than their projected demands.

Based on the above analysis, the supporting water, sewer, and transportation infrastructure contain sufficient capacity to support these requests at this time; however, a final concurrency determination shall be made at the time the property receives site plan approval and is developed.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Future Land Use for the subject parcel was Residential Low (RL-4). The requested Neighborhood Support Future Land Use is consistent with the property's location along an arterial highway corridor and City designations in the area. The requested C-3 zoning district is consistent with the Neighborhood Support Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by a private party. In accordance with Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)), ordinances initiated by an application by a private party are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its October 7, 2025 regular meeting, voted to recommend approval of this request. One member of the public spoke with concerns about access and traffic.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The assignment of Neighborhood Support Future Land Use and C-3 zoning district is consistent with the property's location along an arterial highway corridor and with developed uses and City designations in the area; and

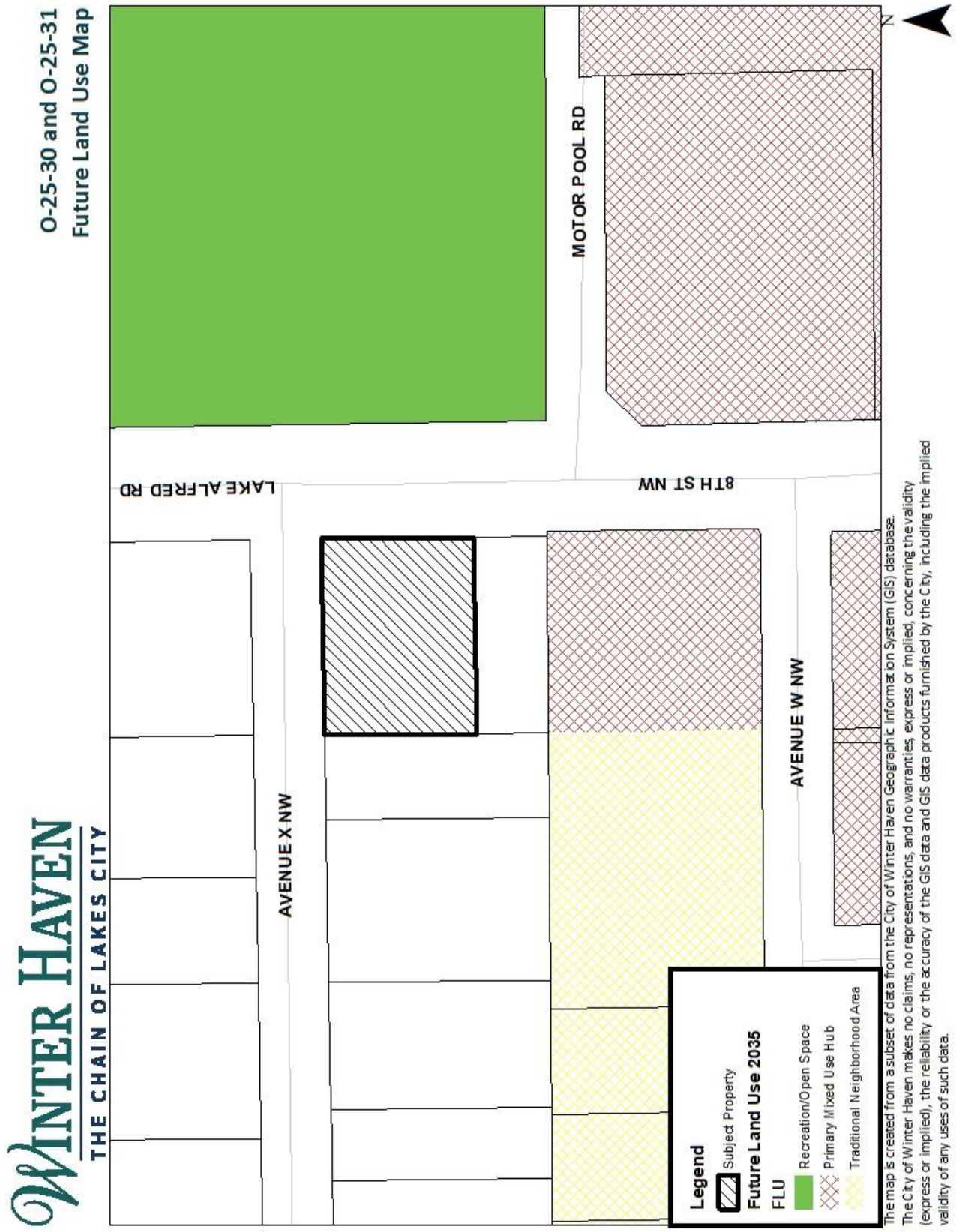
- There is sufficient public infrastructure capacity to accommodate the proposed development of the property at this time.

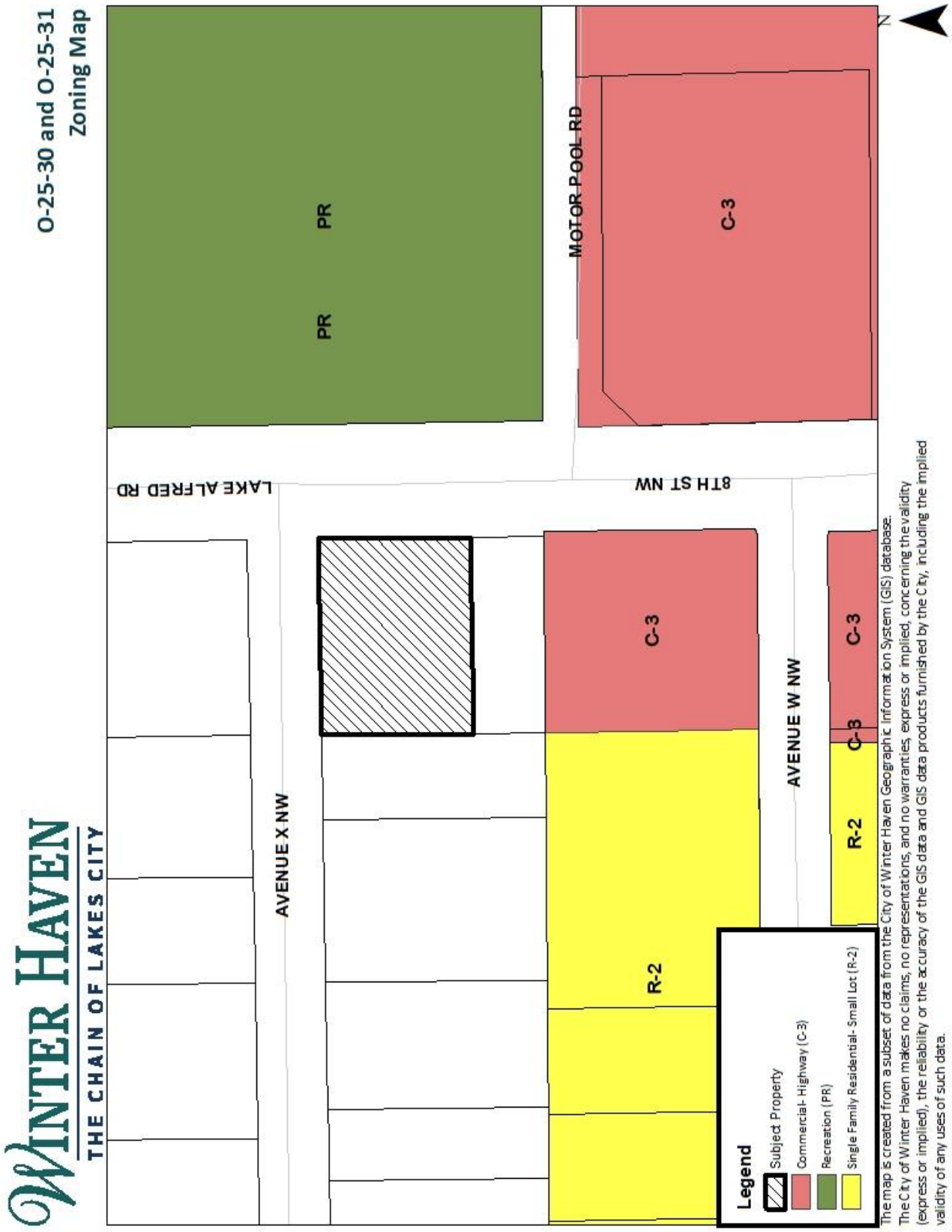
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-25-30 and O-25-31.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map
- Ordinance O-25-30 (Future Land Use)
- Ordinance O-25-31 (Zoning)


O-25-30 and O-25-31
Future Land Use Map
MOTOR POOL RD
LAKE ALFRED RD
8TH ST NW
AVENUE X NW
AVENUE W NW
N
WINTER HAVEN
THE CHAIN OF LAKES CITY
Legend
Subject Property
Future Land Use 2035
FLU
Recreation/Open Space
Primary Mixed Use Hub
Traditional Neighborhood Area
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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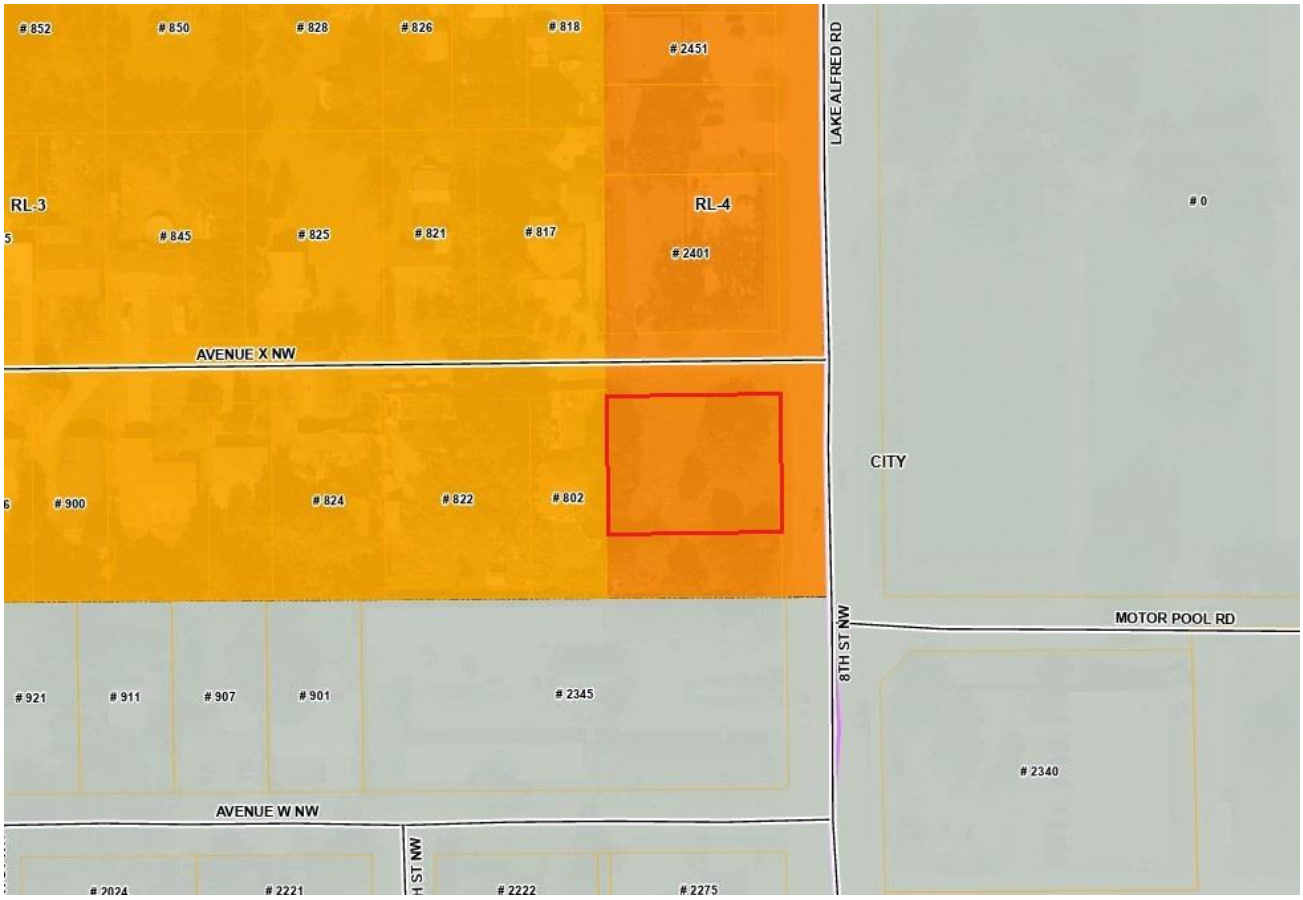

O-25-30 and O-25-31
Zoning Map
PR
PR
MOTOR POOL RD
C-3
N
LAKE ALFRED RD
8TH ST NW
C-3
C-3
C-3
AVENUE X NW
AVENUE W NW
R-2
R-2
Legend
Subject Property
Commercial- Highway (C-3)
Recreation (PR)
Single Family Residential- Small Lot (R-2)
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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WINTER HAVEN
THE CHAIN OF LAKES CITY

O-25-30 and O-25-31
Aerial Map



The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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Polk County Land Use Map



ORDINANCE NO. O-25-31

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY ASSIGNING COMMERCIAL- HIGHWAY (C-3) ZONING DISTRICT TO AN ANNEXED PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (General Location: A parcel generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The area covered by this request is 0.34± acres.)

WHEREAS, there has been a request to assign zoning to the properties described below, and;

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

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

WHEREAS, the request is initiated by an application by a private party, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)).

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

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

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

3. All ordinances in conflict herewith are hereby repealed.

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

6. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-25-30; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 10th day of November, 2025.

PASSED on second reading this 24th day of November, 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"


AVENUE Y NW
LAKE ALFRED RD
AVENUE X NW
MOTOR POOL RD
8TH ST NW
AVENUE W NW
9TH ST NW
Legend
Area to be Assigned C-3
N

DATE: October 8, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-25-32:** Request by the City of Winter Haven to assign Institutional Future Land Use to an annexed parcel. **General Location:** 500 4th Street East Wahneta. The area covered by this request is 13.89± acres; and

Ordinance O-25-33: Request by the City of Winter Haven to assign Public Institutional (PI) zoning district to an annexed parcel. **General Location:** 500 4th Street East Wahneta. The area covered by this request is 13.89± acres.

BACKGROUND

The City of Winter Haven, petitioner, requests the City Commission assign Institutional Future Land Use and Public Institutional (PI) zoning district to an annexed parcel. The parcel is located at 500 4th Street East Wahneta and is adjacent to the City's Wasterwater Treatment Plant 3. The parcel was annexed into the City July 28, 2025. The parcel was purchased by the City of Winter Haven in January 2025 for future use by the City's Water Department.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Commerce (FloridaCommerce) and other state and local agencies is not required.

SURROUNDING USES

The subject property is surrounded by vacant preservation lands to the north; the City's Wastewater Treatment Plant 3 to the east; and vacant land zoned for residential to the south and west.

INFRASTRUCTURE

As there are no current plans to develop the property, no additional demands on public infrastructure are expected at this time. At the time of any future redevelopment of the property, a concurrency determination would be made at the time the property receives site plan approval and is redeveloped.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Future Land Use for the subject parcel was Residential Suburban (RS). The requested Institutional Future Land Use is consistent with the property's ownership by the City of Winter Haven and location adjacent to the City's Wastewater Treatment Plant. The requested PI zoning district is consistent with the Institutional Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by the City as the property owner. In accordance with Section 166.041(4)(a) of the Florida Statutes, although these are ordinances initiated by an application by the City in its capacity as the owner of the subject lands, out of an an abundance of caution, a Business Impact Estimate is provided as an attachment.

STRATEGIC PLAN ALIGNMENT

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its October 7, 2025 regular meeting, voted to recommend approval of this request. No members of the public spoke.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The assignment of Institutional Future Land Use and PI zoning district is consistent with the property's ownership and location adjacent to the City's Wasterwater Treatment Plant and with developed uses and City designations in the area; and

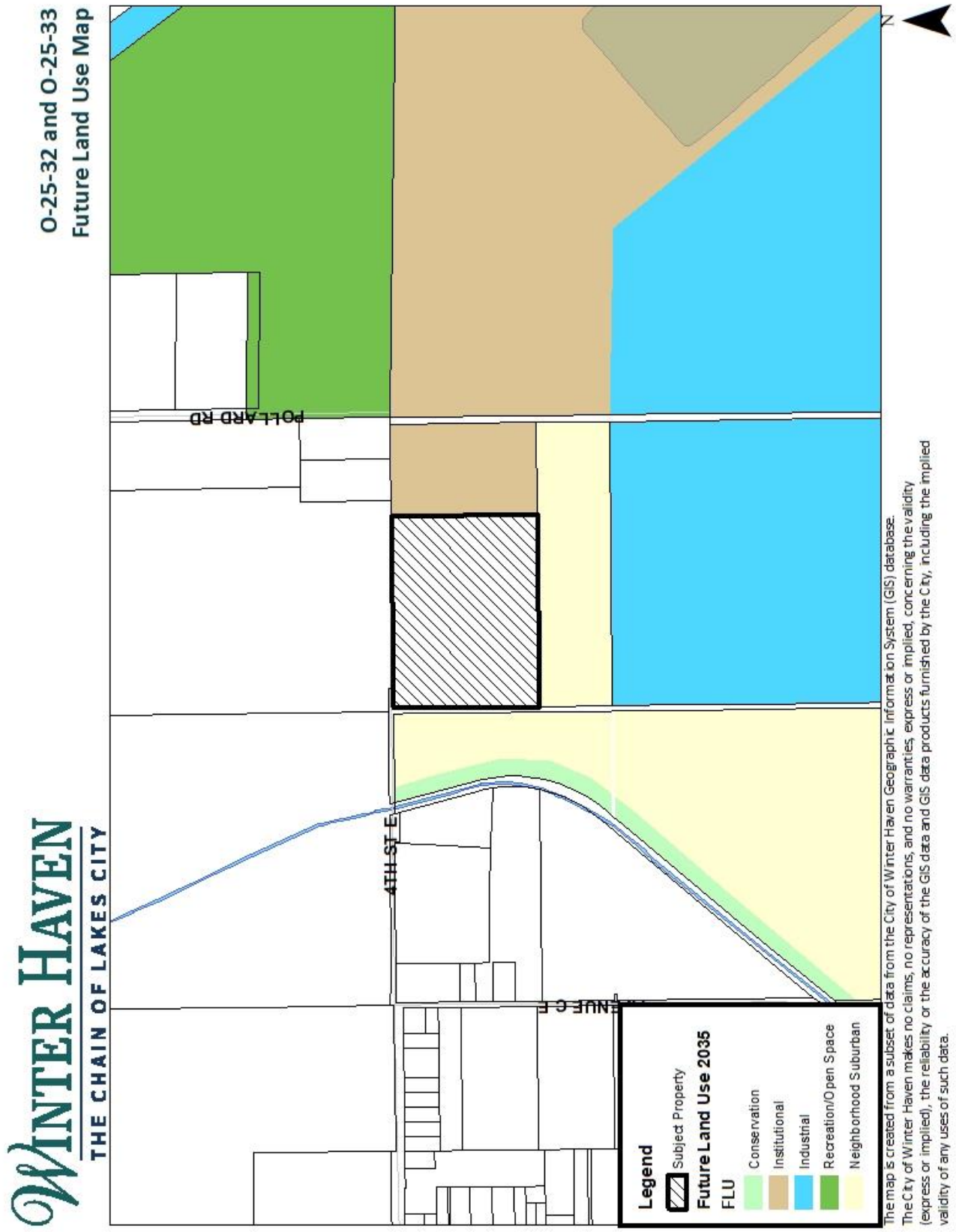
- As there are no current plans to develop the property, no additional demands on public infrastructure are expected at this time. At time of any future redevelopment of the property, a concurrency determination would be made at the time the property receives site plan approval and is redeveloped

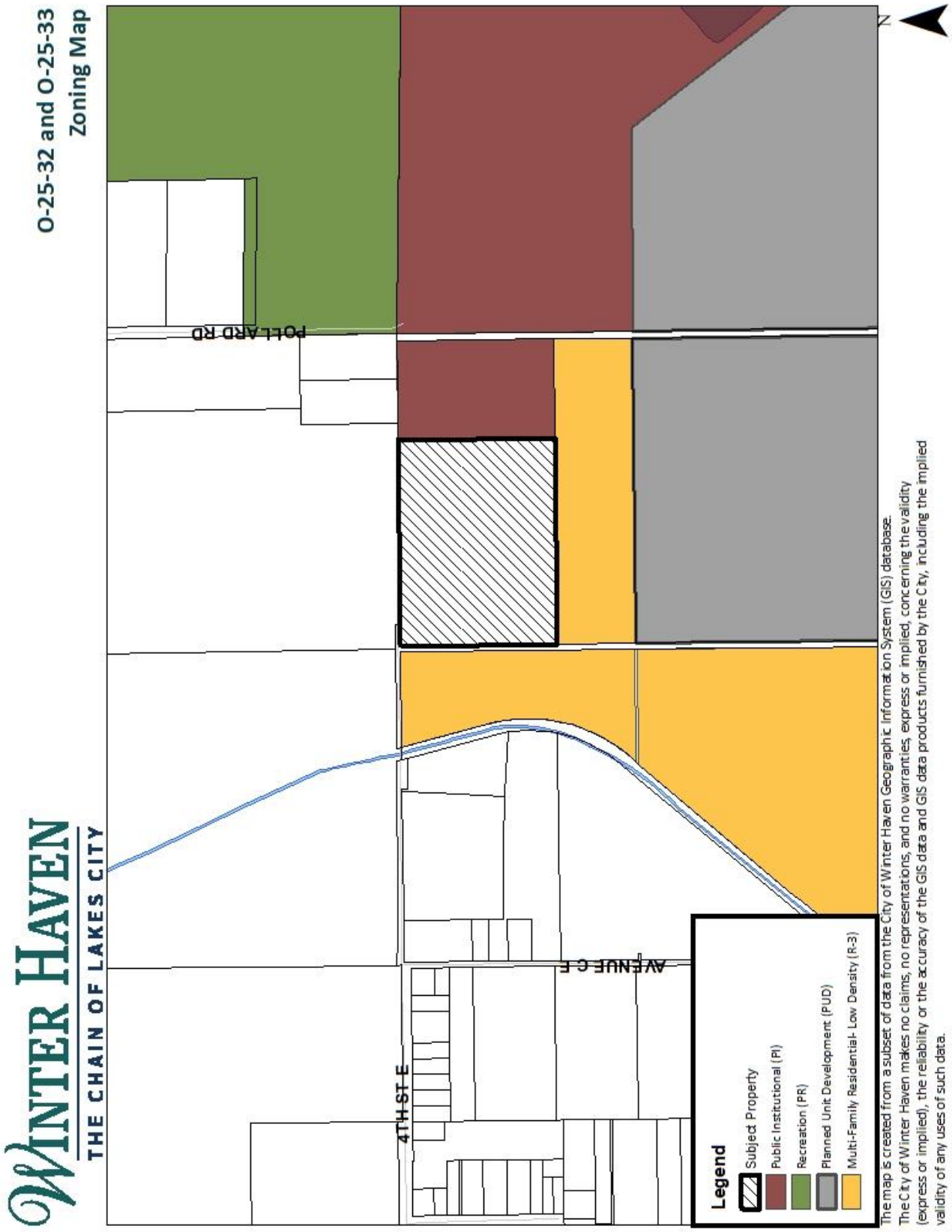
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-25-32 and O-25-33.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map
- Business Impact Statement for Ordinances O-25-32 and O-25-33
- Ordinance O-25-32 (Future Land Use)
- Ordinance O-25-33 (Zoning)

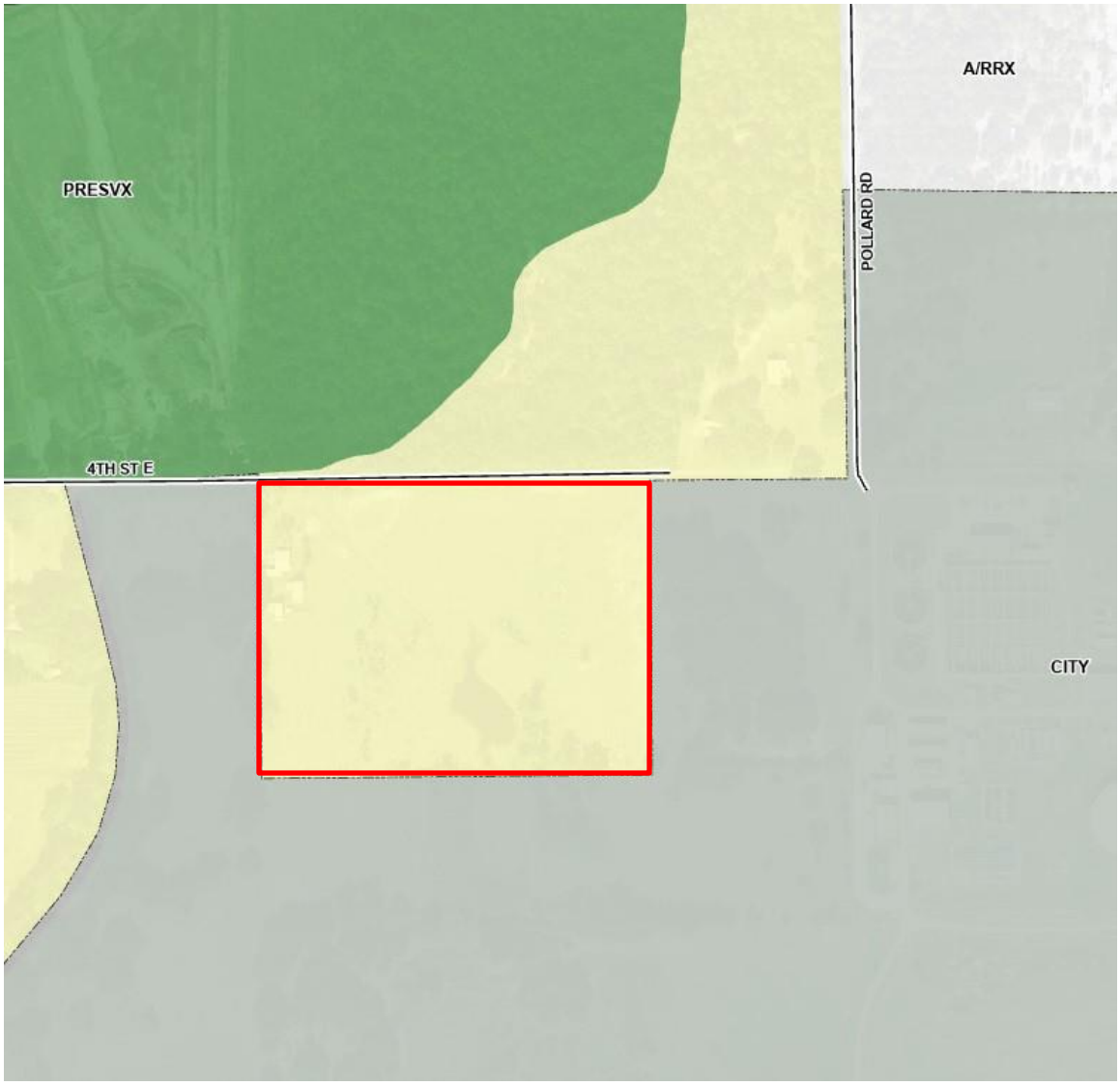

O-25-32 and O-25-33
Future Land Use Map
POLLARD RD
4TH ST E
AVENUE C E
N
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Institutional
Industrial
Recreation/Open Space
Neighborhood Suburban
WINTER HAVEN
THE CHAIN OF LAKES CITY
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O-25-32 and O-25-33
Zoning Map
POLLARD RD
AVENUE C E
4TH ST E
N
Legend
Subject Property
Public Institutional (PI)
Recreation (PR)
Planned Unit Development (PUD)
Multi-Family Residential- Low Density (R-3)
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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O-25-32 and O-25-33
Aerial Map



Polk County Land Use Map



Business Impact Statement for Ordinances O-25-32 and O-25-33

Proposed Ordinances O-25-32 and O-25-33 assign the Future Land Use and zoning designations on a City-owned parcel to allow use of the property for specific governmental purposes relating to the operation of the City's wastewater utilities. There are no anticipated compliance costs associated with Ordinances O-25-32 and O-25-33 and it is anticipated that no businesses will have a negative economic loss as a result of the adoption of Ordinances O-25-32 and O-25-33. There are no new charges or fees associated with Ordinances O-25-32 and O-25-33, nor any regulatory costs or revenue accruing to the City as a result of the adoption of Ordinances O-25-32 and O-25-33. These Ordinances will not affect any businesses operating within the City of Winter Haven.

ORDINANCE NO. O-25-32

AN ORDINANCE AMENDING ORDINANCE 23-25, THE 2035 WINTER HAVEN COMPREHENSIVE PLAN 2035 FUTURE LAND USE MAP SERIES, BY REVISING THE FUTURE LAND USE MAP SERIES BY ASSIGNING INSTITUTIONAL FUTURE LAND USE TO ONE (1) ANNEXED PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (General Location: 500 4th Street East Wahneta. The area covered by this request is 13.89± acres.)

WHEREAS, a proposed amendment to the Winter Haven Comprehensive Plan, Future Land Use Map Series, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

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

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

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

1. That the Future Land Use Map Series of the Comprehensive Plan of the City of Winter Haven, Florida, is hereby amended by assigning that area as shown on Exhibit "A" as "Institutional" Future Land Use as classified by the City of Winter Haven's Future Land Use Element.

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

3. All ordinances in conflict herewith are hereby repealed.

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

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

INTRODUCED on first reading this 10th day of November, 2025.

PASSED on second reading this 24th day of November, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

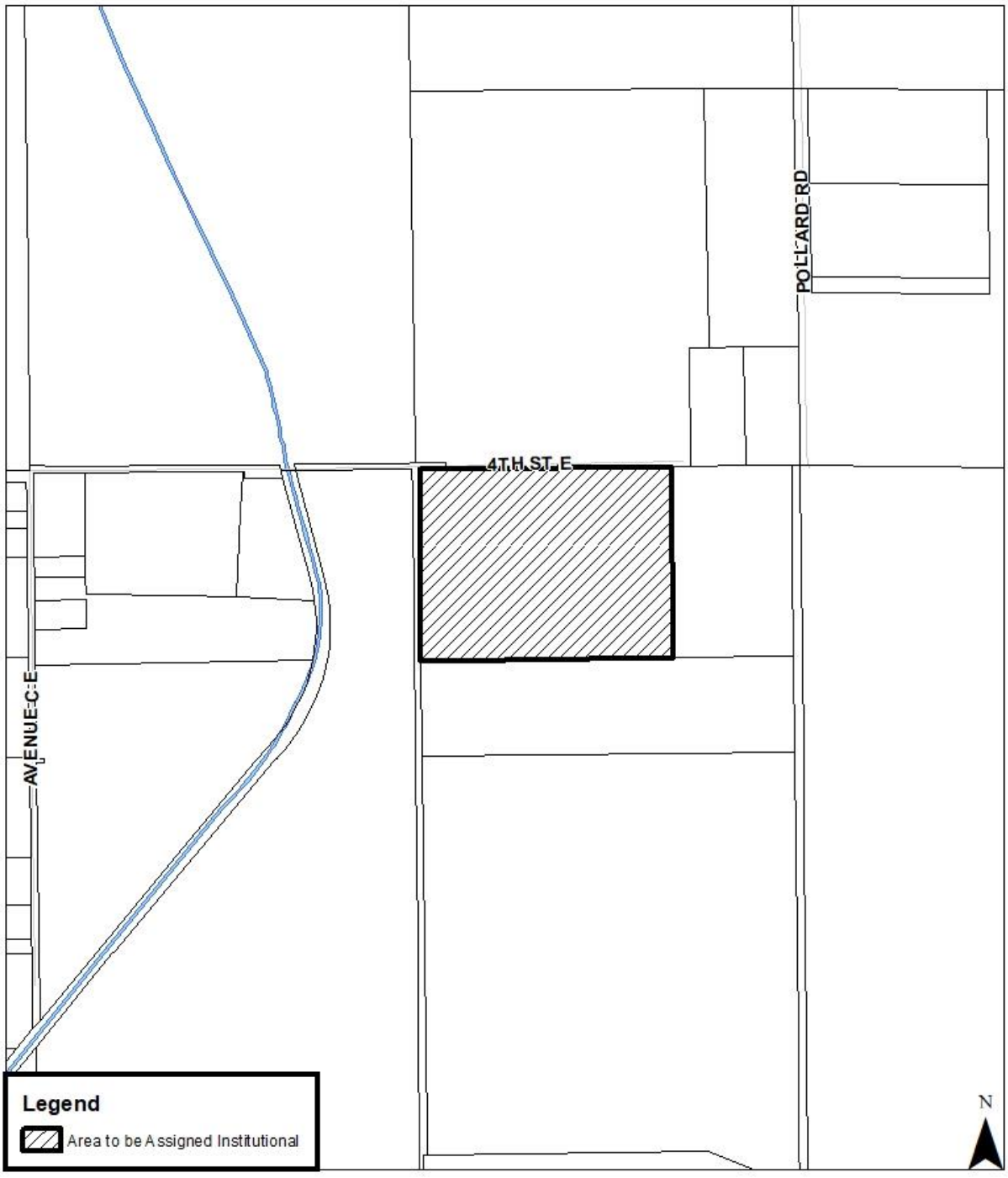
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


POLLARD RD
4TH ST E
AVENUE C E
Legend
Area to be Assigned Institutional
N

DATE: October 8, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-25-32:** Request by the City of Winter Haven to assign Institutional Future Land Use to an annexed parcel. **General Location:** 500 4th Street East Wahneta. The area covered by this request is 13.89± acres; and

Ordinance O-25-33: Request by the City of Winter Haven to assign Public Institutional (PI) zoning district to an annexed parcel. **General Location:** 500 4th Street East Wahneta. The area covered by this request is 13.89± acres.

BACKGROUND

The City of Winter Haven, petitioner, requests the City Commission assign Institutional Future Land Use and Public Institutional (PI) zoning district to an annexed parcel. The parcel is located at 500 4th Street East Wahneta and is adjacent to the City's Wasterwater Treatment Plant 3. The parcel was annexed into the City July 28, 2025. The parcel was purchased by the City of Winter Haven in January 2025 for future use by the City's Water Department.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Commerce (FloridaCommerce) and other state and local agencies is not required.

SURROUNDING USES

The subject property is surrounded by vacant preservation lands to the north; the City's Wastewater Treatment Plant 3 to the east; and vacant land zoned for residential to the south and west.

INFRASTRUCTURE

As there are no current plans to develop the property, no additional demands on public infrastructure are expected at this time. At the time of any future redevelopment of the property, a concurrency determination would be made at the time the property receives site plan approval and is redeveloped.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Future Land Use for the subject parcel was Residential Suburban (RS). The requested Institutional Future Land Use is consistent with the property's ownership by the City of Winter Haven and location adjacent to the City's Wastewater Treatment Plant. The requested PI zoning district is consistent with the Institutional Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by the City as the property owner. In accordance with Section 166.041(4)(a) of the Florida Statutes, although these are ordinances initiated by an application by the City in its capacity as the owner of the subject lands, out of an an abundance of caution, a Business Impact Estimate is provided as an attachment.

STRATEGIC PLAN ALIGNMENT

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its October 7, 2025 regular meeting, voted to recommend approval of this request. No members of the public spoke.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The assignment of Institutional Future Land Use and PI zoning district is consistent with the property's ownership and location adjacent to the City's Wasterwater Treatment Plant and with developed uses and City designations in the area; and

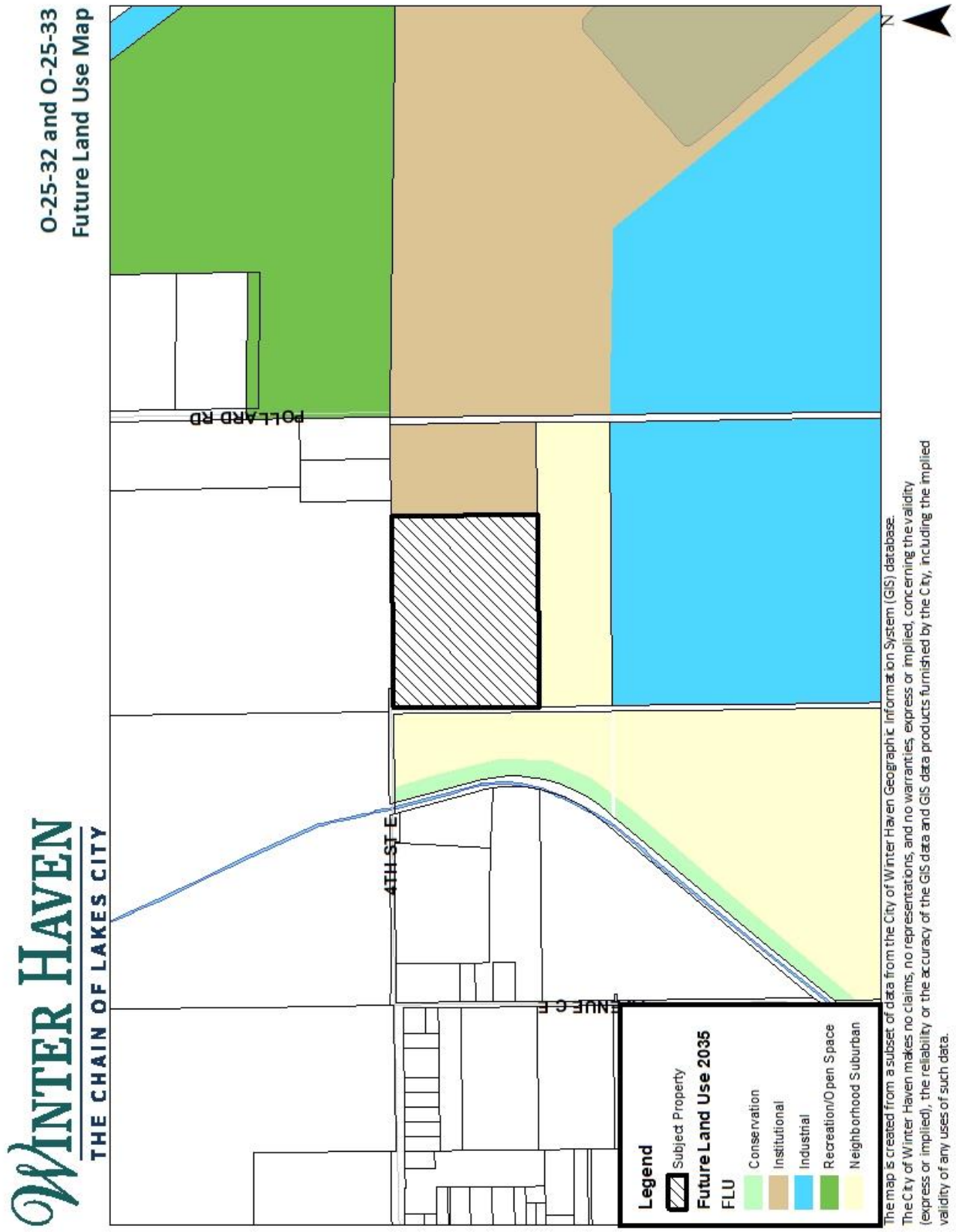
- As there are no current plans to develop the property, no additional demands on public infrastructure are expected at this time. At time of any future redevelopment of the property, a concurrency determination would be made at the time the property receives site plan approval and is redeveloped

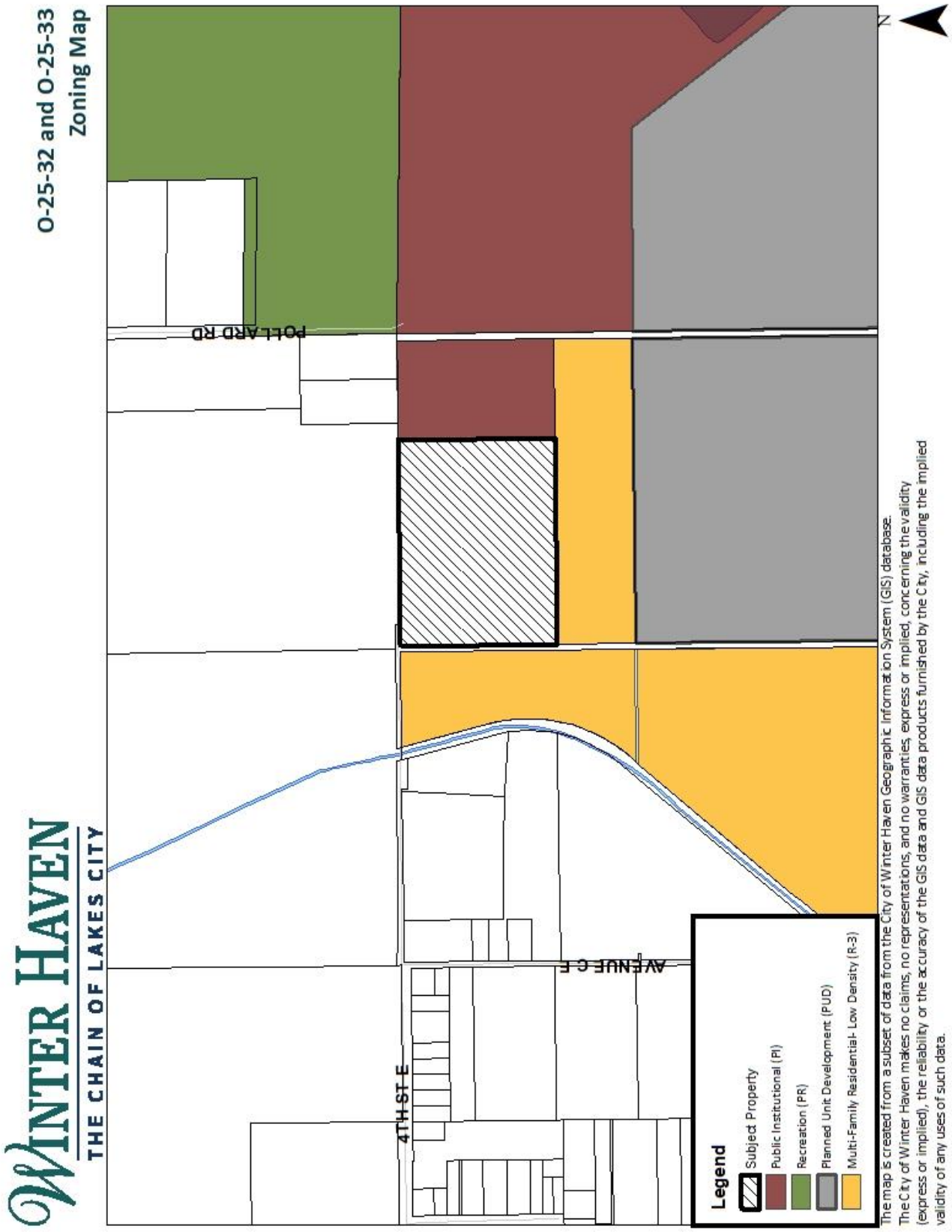
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-25-32 and O-25-33.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map
- Business Impact Statement for Ordinances O-25-32 and O-25-33
- Ordinance O-25-32 (Future Land Use)
- Ordinance O-25-33 (Zoning)

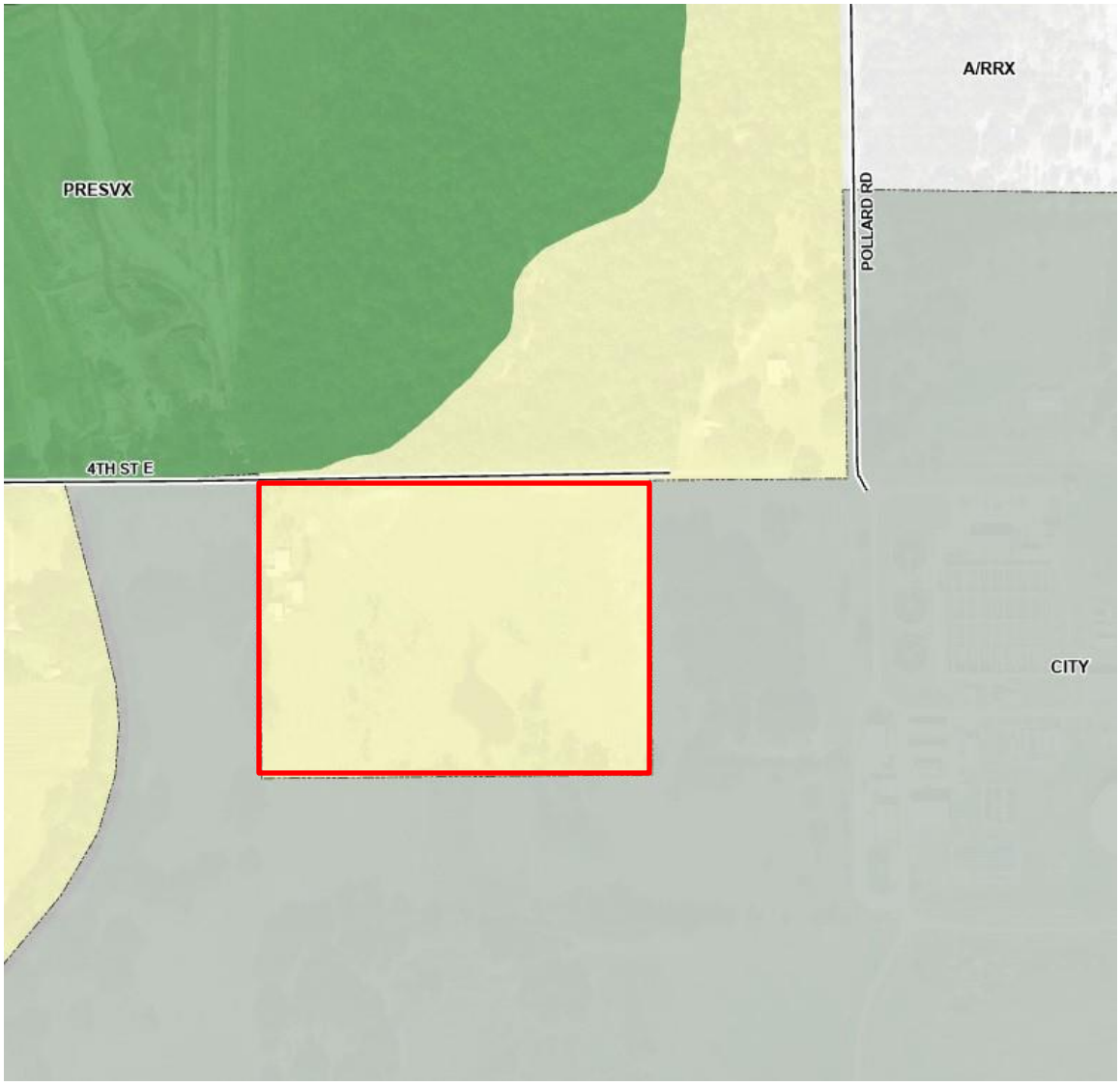

O-25-32 and O-25-33
Future Land Use Map
POLLARD RD
4TH ST E
AVENUE C E
N
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Institutional
Industrial
Recreation/Open Space
Neighborhood Suburban
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.


O-25-32 and O-25-33
Zoning Map
POLLARD RD
AVENUE C E
4TH ST E
N
Legend
Subject Property
Public Institutional (PI)
Recreation (PR)
Planned Unit Development (PUD)
Multi-Family Residential- Low Density (R-3)
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.
WINTER HAVEN
THE CHAIN OF LAKES CITY

O-25-32 and O-25-33
Aerial Map



Polk County Land Use Map



Business Impact Statement for Ordinances O-25-32 and O-25-33

Proposed Ordinances O-25-32 and O-25-33 assign the Future Land Use and zoning designations on a City-owned parcel to allow use of the property for specific governmental purposes relating to the operation of the City's wastewater utilities. There are no anticipated compliance costs associated with Ordinances O-25-32 and O-25-33 and it is anticipated that no businesses will have a negative economic loss as a result of the adoption of Ordinances O-25-32 and O-25-33. There are no new charges or fees associated with Ordinances O-25-32 and O-25-33, nor any regulatory costs or revenue accruing to the City as a result of the adoption of Ordinances O-25-32 and O-25-33. These Ordinances will not affect any businesses operating within the City of Winter Haven.

ORDINANCE NO. O-25-33

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY ASSIGNING PUBLIC INSTITUTIONAL (PI) ZONING DISTRICT TO AN ANNEXED PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (General Location: 500 4th Street East Wahneta. The area covered by this request is 13.89± acres.)

WHEREAS, there has been a request to assign zoning to the properties described below, and;

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

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

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

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to assign that land, depicted in Exhibit "A" attached hereto and made a part of this Ordinance, as Public Institutional (PI) zoning district.

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

3. All ordinances in conflict herewith are hereby repealed.

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

6. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-25-32; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 10th day of November, 2025.

PASSED on second reading this 24th day of November, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____

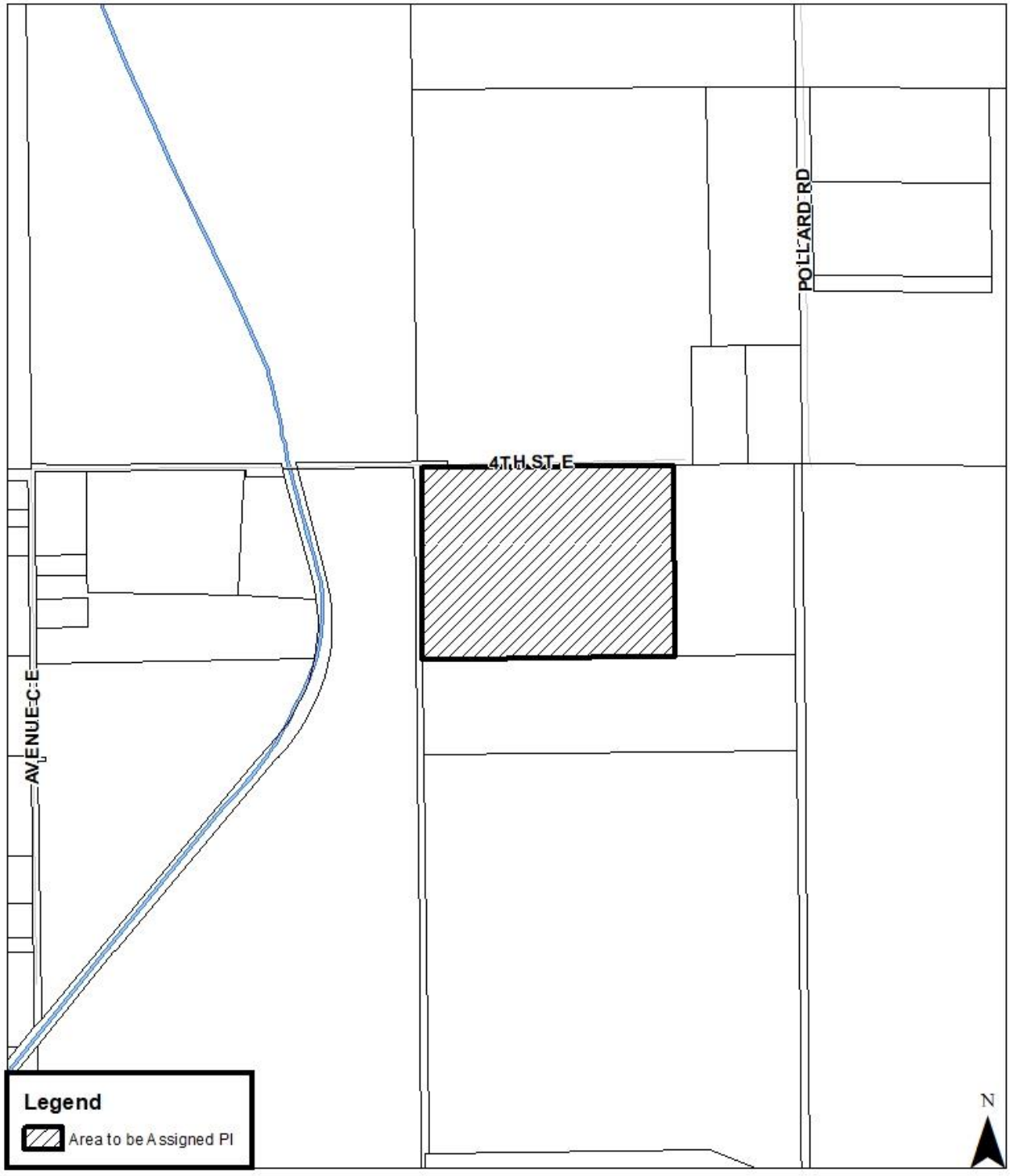
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____

CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”



DATE: October 14, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-25-34:** Request by the City of Winter Haven to amend the 2035 Future Land Use on a portion of a parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Future Land Use to a City-owned parcel. General Location: The subject area is located on the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The area covered by this request is 10.25± acres; and

Ordinance O-25-35: Request by the City of Winter Haven to rezone a portion of a City-owned parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district. General Location: The subject area is located on the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The area covered by this request is 10.25± acres.

BACKGROUND

The City of Winter Haven, petitioner, requests the City amend the 2035 Future Land Use on a portion of a City-owned parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Future Land Use, and to rezone a portion of a parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district. The area subject to this request is located along the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The subject area contains 10.25± acres consisting of a citrus grove and pasture lands.

In December 2023, the City purchased 370± acres generally located along the east side of Buckeye Loop Road and south of the Country Club Trails Subdivision. The property was purchased with the intent of creating a surface water storage and recharge area as identified in the One Water Master Plan, and as a new location for the City's Water Department administrative offices and work area. The Water Department proposes to develop a 36,750 square-foot administrative office building, a 24,699 square foot warehouse, and associated parking areas on a 10.25-acre campus. To develop these uses requires

the existing zoning and underlying Future Land Uses be amended to the requested institutional classifications.

The Future Land Use request is considered a small-scale Future Land Use amendment and will not require review by FloridaCommerce and other state and local agencies.

SURROUNDING USES

Uses surrounding the subject area include woodlands and agricultural buildings to the north, woodlands and pasture land to the east and south, and woodlands and single-family residential to the west across Buckeye Loop Road.

INFRASTRUCTURE

City potable water and wastewater infrastructure is located along Buckeye Loop Road. The table below illustrates the potential impacts of the proposed administrative 36,750 square-foot office and 24,699 square foot warehouse for the City's Water Department on supporting infrastructure.

Potable Water and Wastewater Utilities (as of August 31, 2025)
Measured in gallons per day (gpd)

Type of Infrastructure	24-month Average Capacity	Projected Demands from This Request	Remaining Capacity (If Request Permitted Today)	Projected Future Demands for Prior Approved Projects*	Potential Remaining Capacity *if* All Approved Projects are Constructed
Potable Water	2,450,000	14,748	2,435,252	2,166,500	268,752
Wastewater Plant 3	2,906,000	12,978	2,893,022	1,030,900	1,862,122

Transportation (Background Data from Polk TPO)
Measured in PM Peak-Hour Trips

Roadway	3-year Average Capacity	Projected Demands from this Request	Remaining Capacity (If Request Permitted Today)	Projected Future Demands for Prior Approved Projects*	Potential Remaining Capacity *if* All Approved Projects are Constructed
Buckeye Loop Road NB	415	27	388	208	180
Buckeye Loop Road SB	432	25	407	199	208

**Projected Future Demands includes platted residential subdivisions, approved multi-family residential site plans, and approved commercial site plans. Approved multi-family or commercial site plans are*

approved for up to a maximum of 30 months. If a permit is not issued within this time period, the approved site plan becomes null and void and any reserved capacity assigned to that project is returned to the available capacity.

The above evaluation of water, wastewater, and transportation concurrency for a specific property or project at the Future Land Use or zoning stage should simply be viewed as a "snapshot in time" with regards to available capacity. Between the time when a particular Future Land Use designation and/or zoning district is assigned to a property, and the point in time when an actual development project is submitted for approval, there are many factors which may affect the amount of available water, wastewater, or transportation capacity required for issuing final concurrency approval. These factors may include increased or decreased allocations in available capacities, approved projects not being constructed, unforeseen projects being constructed, and constructed projects using more or less than their projected demands.

COMPREHENSIVE PLAN

The subject area is designated as Neighborhood Suburban and Neighborhood Support by the 2035 Future Land Use Map. The requested Institutional Future Land Use is consistent with the subject area's proposed use as the City's Water Department office and warehouse facility. Additionally, the requested PI zoning district is consistent with the requested Institutional Future Land Use and proposed use of the property.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by the City as the property owner. In accordance withSection 166.041 (4) (a) of the Florida Statutes, although these are ordinances initiated by an application by the City in its capacity as the owner of the subject lands, out of an an abundance of caution, a Business Impact Estimate is provided as an attachment.

STRATEGIC PLAN ALIGNMENT

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its October 7, 2025 regular meeting, voted to recommend approval of these requests. No members of the public spoke.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The amendment to Institutional Future Land Use is consistent with the proposed use of the property as an administrative office and operations area for the City's Water Department. Additionally, there are additional institutional properties located along Buckeye Loop Road within one-half mile of the subject property which are designated as Institutional;

- The assignment of PI zoning is consistent with the requested Institutional Future Land Use and the proposed use of the property as an administrative office and operations area for the City's Water Department, and;

- At this time, there is sufficient water, wastewater, and roadway capacity to support development of the proposed Water Department office and warehouse facility.

RECOMMENDATION

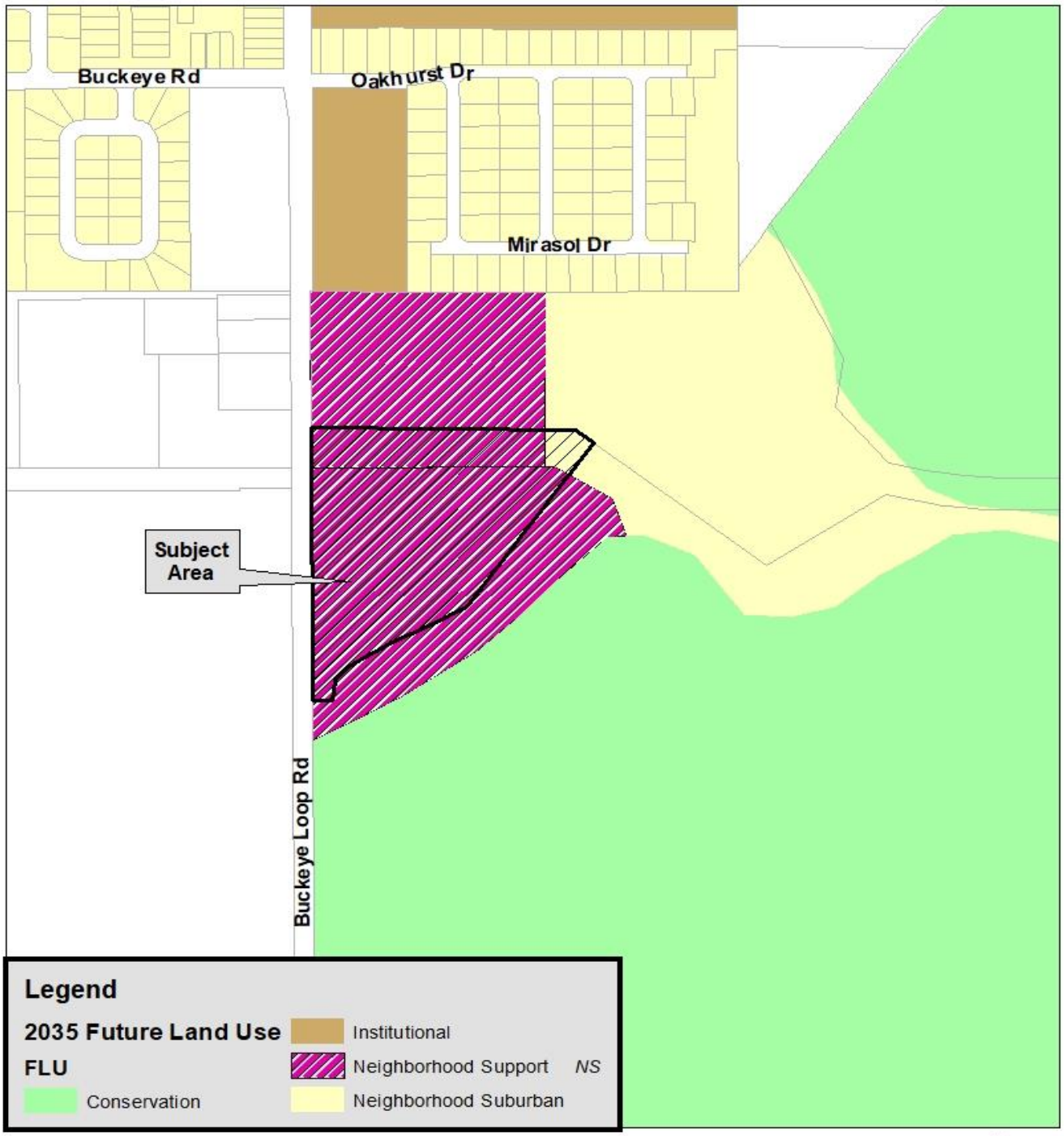
Staff recommends the City Commission approve Ordinances O-25-34 and O-25-35.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Business Impact Statement for Ordinances O-25-34 and O-25-35
- Ordinance O-25-34 (Future Land Use)
- Ordinance O-25-35 (Zoning)

City of Winter Haven
Economic Opportunity & Community Investment

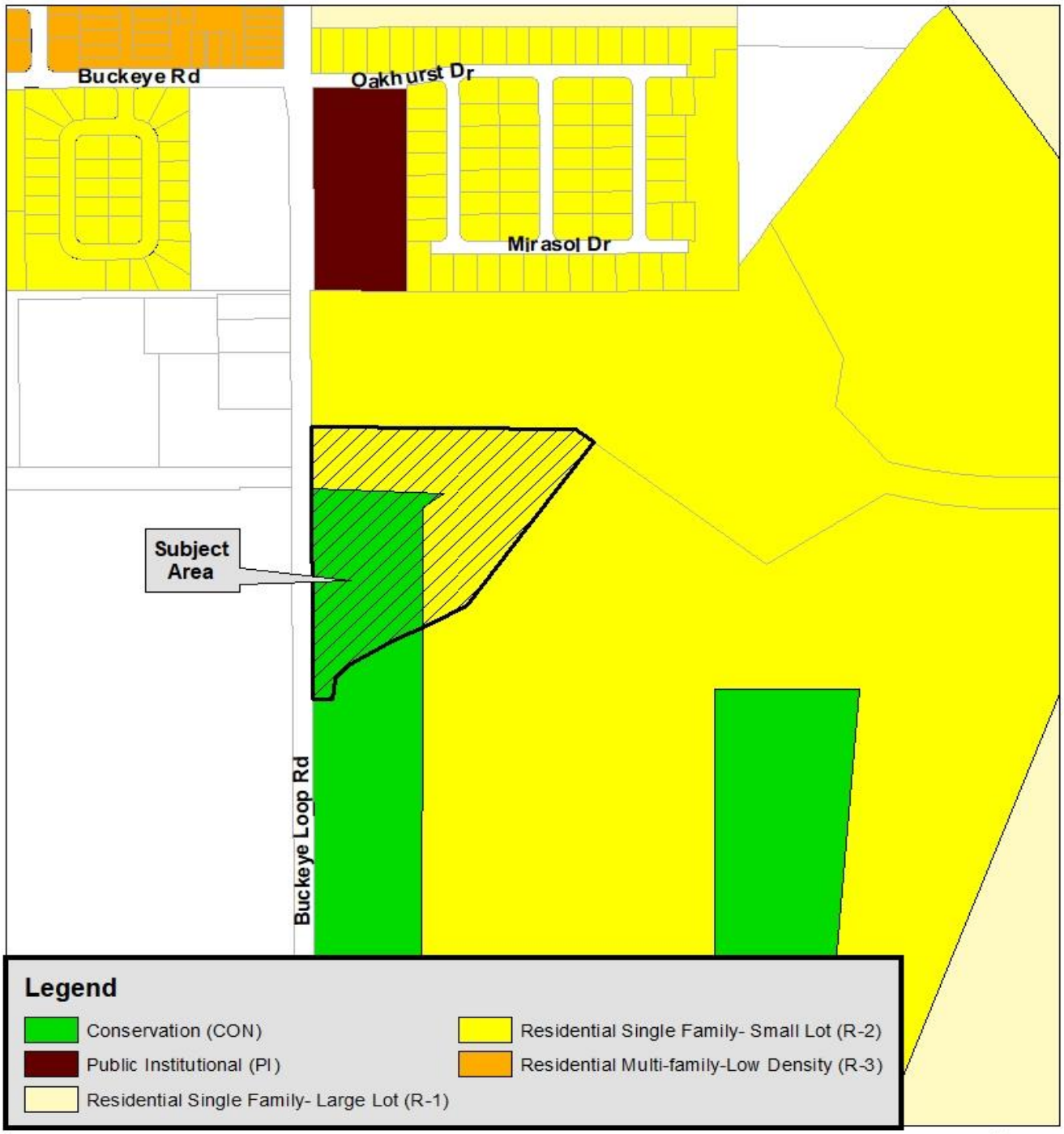
Future Land Use Map
O-25-34 and O-25-35



The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

City of Winter Haven
Economic Opportunity & Community Investment

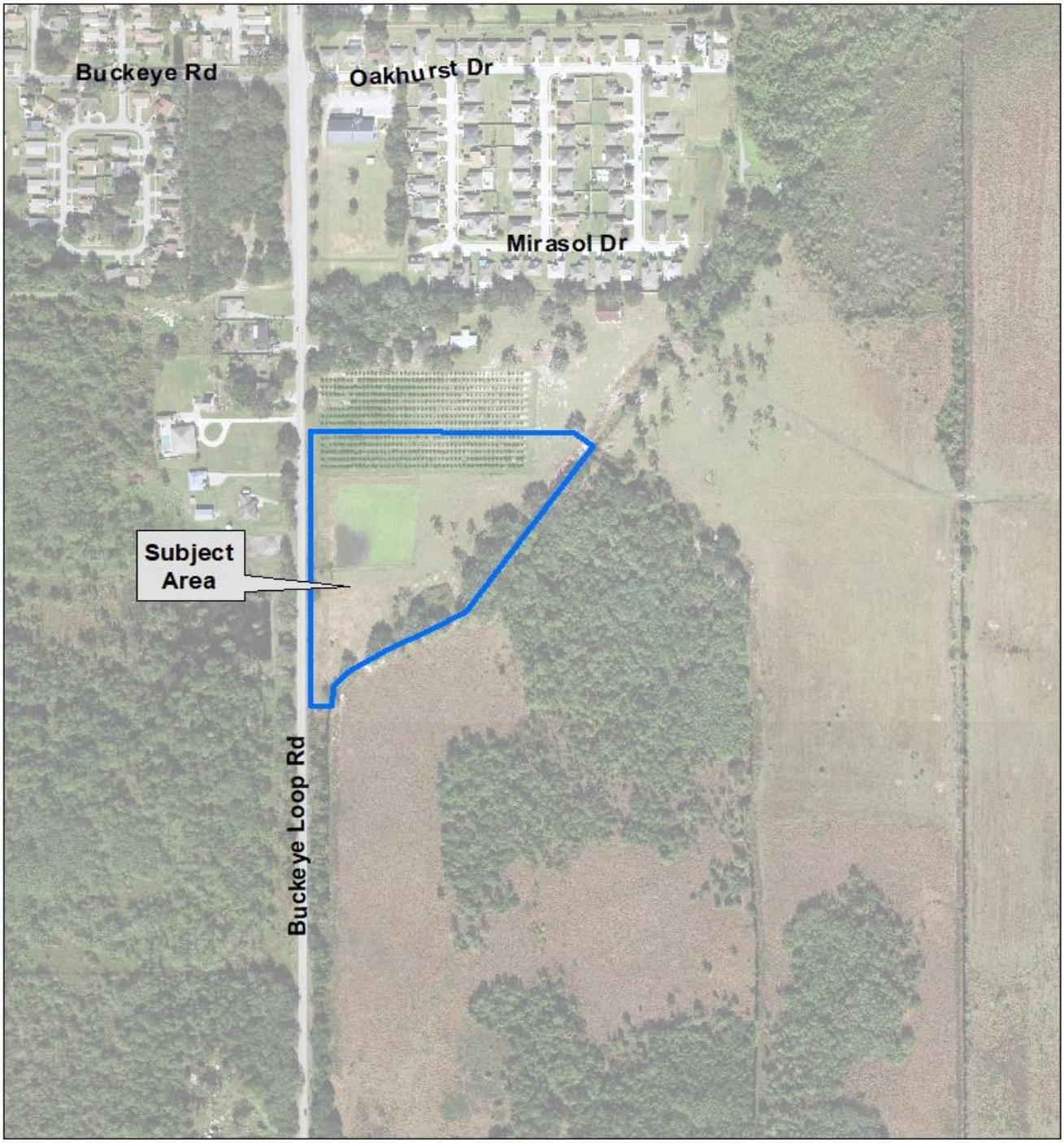
Zoning Map
O-25-34 and O-25-35



The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

City of Winter Haven
Economic Opportunity & Community Investment

Aerial Map
O-25-34 and O-25-35



The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

Business Impact Statement for Ordinances O-25-34 and O-25-35

Proposed Ordinances O-25-34 and O-25-35 amend the Future Land Use and zoning designations on a portion of a City-owned parcel to allow use of the property for specific governmental purposes relating to the operation of the City's water and wastewater utilities. There are no anticipated compliance costs associated with Ordinances O-25-34 and O-25-35 and it is anticipated that no businesses will have a negative economic loss as a result of the adoption of Ordinances O-25-34 and O-25-35. There are no new charges or fees associated with Ordinances O-25-34 and O-25-35 nor any regulatory costs or revenue accruing to the City as a result of the adoption of Ordinances O-25-34 and O-25-35. These Ordinances will not affect any businesses operating within the City of Winter Haven.

ORDINANCE NO. O-25-34

AN ORDINANCE AMENDING ORDINANCE 23-25, THE 2035 WINTER HAVEN COMPREHENSIVE PLAN, BY REVISING THE FUTURE LAND USE MAP SERIES BY AMENDING THE FUTURE LAND USE ON A PORTION OF A CITY-OWNED PARCEL FROM NEIGHBORHOOD SUBURBAN AND NEIGHBORHOOD SUPPORT FUTURE LAND USES TO INSTITUTIONAL FUTURE LAND USE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: The subject area is generally located on the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The area covered by this request is 10.25± acres.)

WHEREAS, a proposed amendment to the Winter Haven Comprehensive Plan, Future Land Use Map Series, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

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

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

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

1. That the Future Land Use Map Series of the Comprehensive Plan of the City of Winter Haven, Florida, is hereby amended by amending the Future Land Use on a portion of a parcel from "Neighborhood Suburban" and "Neighborhood Support" Future Land Uses to "Institutional" Future Land Use as shown on Exhibit "A" as classified by the City of Winter Haven's Future Land Use Element.

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

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

4. All ordinances in conflict herewith are hereby repealed.

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

INTRODUCED on first reading/transmittal public hearing this 10th day of November, 2025.

PASSED on second reading/adoption public hearing this 24th day of November, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

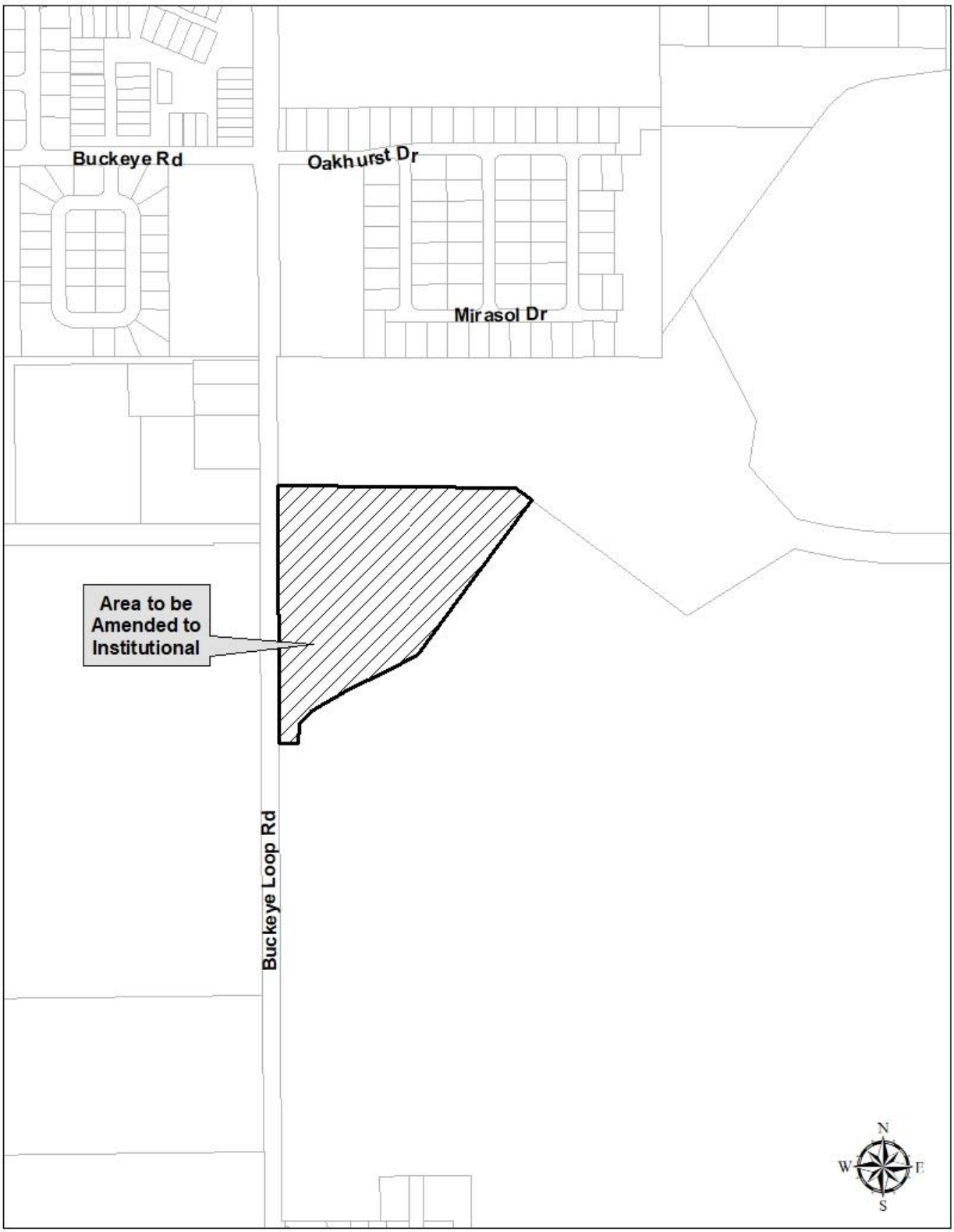
Approved as to form:

_____

CITY ATTORNEY

Frederick J. Murphy, Jr.

Exhibit “A”


Buckeye Rd
Oakhurst Dr
Mirasol Dr
Area to be Amended to Institutional
Buckeye Loop Rd
N
W
E
S

DATE: October 14, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-25-34:** Request by the City of Winter Haven to amend the 2035 Future Land Use on a portion of a parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Future Land Use to a City-owned parcel. General Location: The subject area is located on the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The area covered by this request is 10.25± acres; and

Ordinance O-25-35: Request by the City of Winter Haven to rezone a portion of a City-owned parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district. General Location: The subject area is located on the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The area covered by this request is 10.25± acres.

BACKGROUND

The City of Winter Haven, petitioner, requests the City amend the 2035 Future Land Use on a portion of a City-owned parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Future Land Use, and to rezone a portion of a parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district. The area subject to this request is located along the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The subject area contains 10.25± acres consisting of a citrus grove and pasture lands.

In December 2023, the City purchased 370± acres generally located along the east side of Buckeye Loop Road and south of the Country Club Trails Subdivision. The property was purchased with the intent of creating a surface water storage and recharge area as identified in the One Water Master Plan, and as a new location for the City's Water Department administrative offices and work area. The Water Department proposes to develop a 36,750 square-foot administrative office building, a 24,699 square foot warehouse, and associated parking areas on a 10.25-acre campus. To develop these uses requires

the existing zoning and underlying Future Land Uses be amended to the requested institutional classifications.

The Future Land Use request is considered a small-scale Future Land Use amendment and will not require review by FloridaCommerce and other state and local agencies.

SURROUNDING USES

Uses surrounding the subject area include woodlands and agricultural buildings to the north, woodlands and pasture land to the east and south, and woodlands and single-family residential to the west across Buckeye Loop Road.

INFRASTRUCTURE

City potable water and wastewater infrastructure is located along Buckeye Loop Road. The table below illustrates the potential impacts of the proposed administrative 36,750 square-foot office and 24,699 square foot warehouse for the City's Water Department on supporting infrastructure.

Potable Water and Wastewater Utilities (as of August 31, 2025)
Measured in gallons per day (gpd)

Type of Infrastructure	24-month Average Capacity	Projected Demands from This Request	Remaining Capacity (If Request Permitted Today)	Projected Future Demands for Prior Approved Projects*	Potential Remaining Capacity *if* All Approved Projects are Constructed
Potable Water	2,450,000	14,748	2,435,252	2,166,500	268,752
Wastewater Plant 3	2,906,000	12,978	2,893,022	1,030,900	1,862,122

Transportation (Background Data from Polk TPO)
Measured in PM Peak-Hour Trips

Roadway	3-year Average Capacity	Projected Demands from this Request	Remaining Capacity (If Request Permitted Today)	Projected Future Demands for Prior Approved Projects*	Potential Remaining Capacity *if* All Approved Projects are Constructed
Buckeye Loop Road NB	415	27	388	208	180
Buckeye Loop Road SB	432	25	407	199	208

**Projected Future Demands includes platted residential subdivisions, approved multi-family residential site plans, and approved commercial site plans. Approved multi-family or commercial site plans are*

approved for up to a maximum of 30 months. If a permit is not issued within this time period, the approved site plan becomes null and void and any reserved capacity assigned to that project is returned to the available capacity.

The above evaluation of water, wastewater, and transportation concurrency for a specific property or project at the Future Land Use or zoning stage should simply be viewed as a "snapshot in time" with regards to available capacity. Between the time when a particular Future Land Use designation and/or zoning district is assigned to a property, and the point in time when an actual development project is submitted for approval, there are many factors which may affect the amount of available water, wastewater, or transportation capacity required for issuing final concurrency approval. These factors may include increased or decreased allocations in available capacities, approved projects not being constructed, unforeseen projects being constructed, and constructed projects using more or less than their projected demands.

COMPREHENSIVE PLAN

The subject area is designated as Neighborhood Suburban and Neighborhood Support by the 2035 Future Land Use Map. The requested Institutional Future Land Use is consistent with the subject area's proposed use as the City's Water Department office and warehouse facility. Additionally, the requested PI zoning district is consistent with the requested Institutional Future Land Use and proposed use of the property.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by the City as the property owner. In accordance withSection 166.041 (4) (a) of the Florida Statutes, although these are ordinances initiated by an application by the City in its capacity as the owner of the subject lands, out of an an abundance of caution, a Business Impact Estimate is provided as an attachment.

STRATEGIC PLAN ALIGNMENT

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its October 7, 2025 regular meeting, voted to recommend approval of these requests. No members of the public spoke.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The amendment to Institutional Future Land Use is consistent with the proposed use of the property as an administrative office and operations area for the City's Water Department. Additionally, there are additional institutional properties located along Buckeye Loop Road within one-half mile of the subject property which are designated as Institutional;

- The assignment of PI zoning is consistent with the requested Institutional Future Land Use and the proposed use of the property as an administrative office and operations area for the City's Water Department, and;

- At this time, there is sufficient water, wastewater, and roadway capacity to support development of the proposed Water Department office and warehouse facility.

RECOMMENDATION

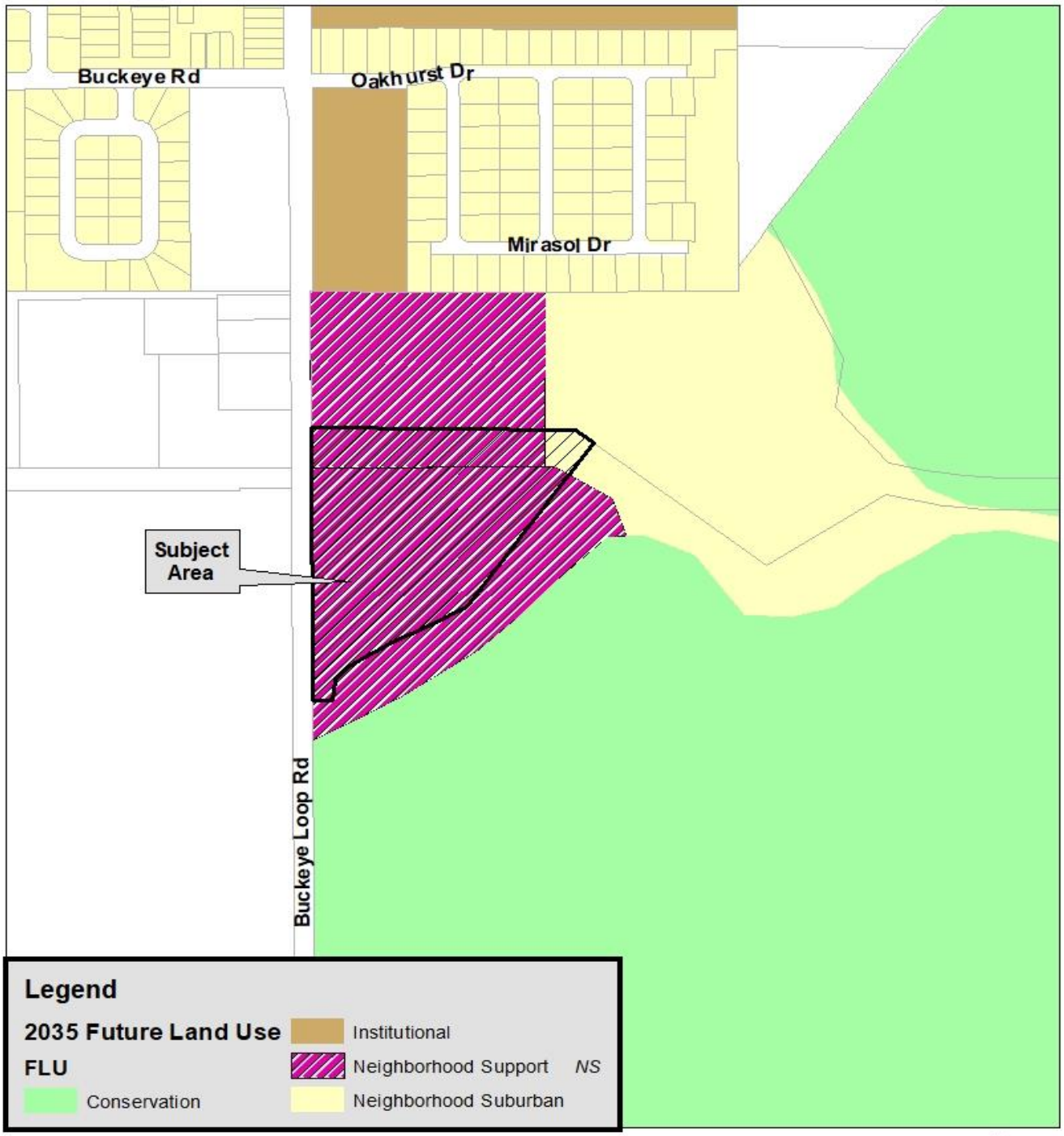
Staff recommends the City Commission approve Ordinances O-25-34 and O-25-35.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Business Impact Statement for Ordinances O-25-34 and O-25-35
- Ordinance O-25-34 (Future Land Use)
- Ordinance O-25-35 (Zoning)

City of Winter Haven
Economic Opportunity & Community Investment

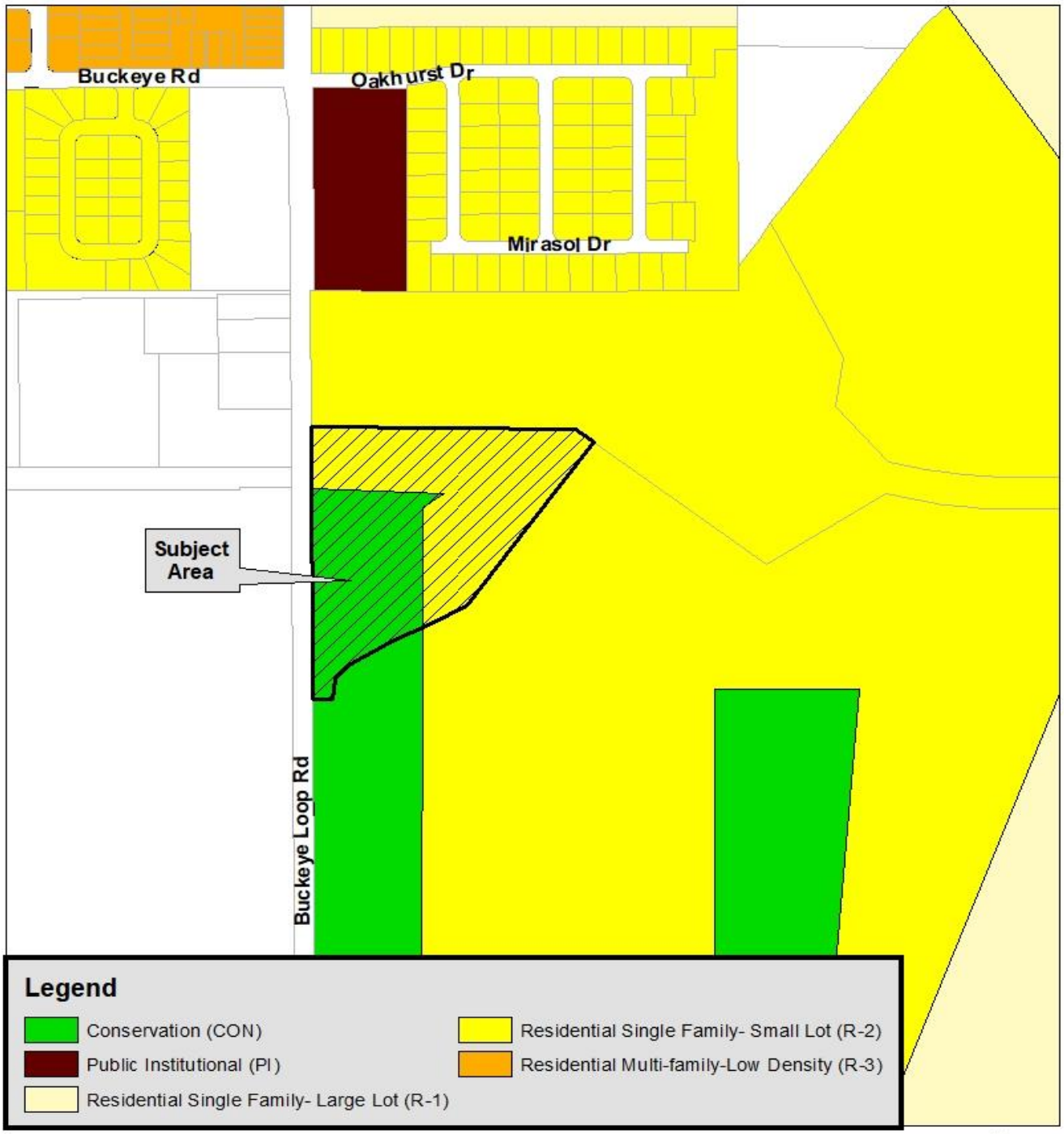
Future Land Use Map
O-25-34 and O-25-35



The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

City of Winter Haven
Economic Opportunity & Community Investment

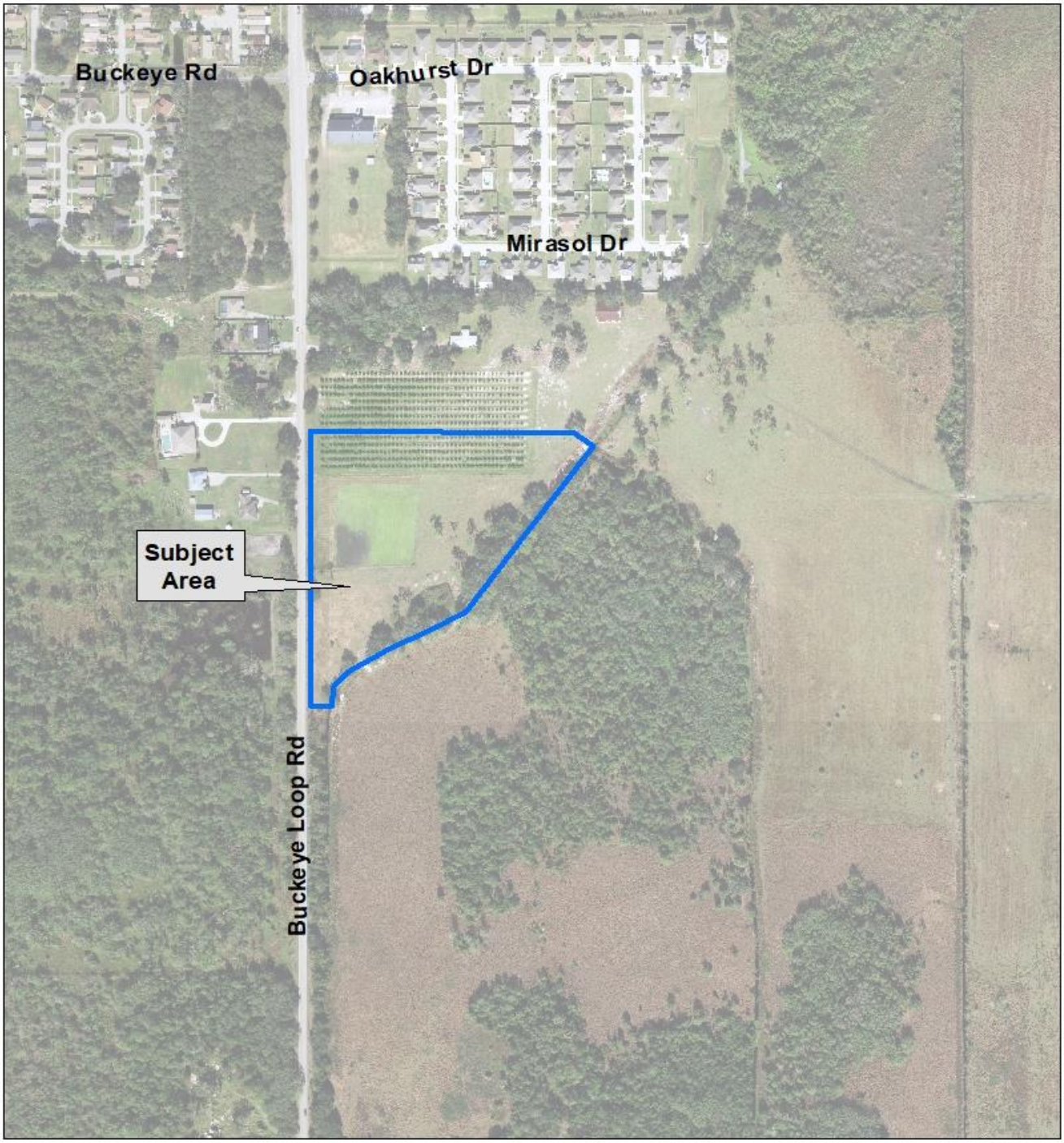
Zoning Map
O-25-34 and O-25-35



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City of Winter Haven
Economic Opportunity & Community Investment

Aerial Map
O-25-34 and O-25-35



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Business Impact Statement for Ordinances O-25-34 and O-25-35

Proposed Ordinances O-25-34 and O-25-35 amend the Future Land Use and zoning designations on a portion of a City-owned parcel to allow use of the property for specific governmental purposes relating to the operation of the City's water and wastewater utilities. There are no anticipated compliance costs associated with Ordinances O-25-34 and O-25-35 and it is anticipated that no businesses will have a negative economic loss as a result of the adoption of Ordinances O-25-34 and O-25-35. There are no new charges or fees associated with Ordinances O-25-34 and O-25-35 nor any regulatory costs or revenue accruing to the City as a result of the adoption of Ordinances O-25-34 and O-25-35. These Ordinances will not affect any businesses operating within the City of Winter Haven.

ORDINANCE NO. O-25-35

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING A PORTION OF A CITY-OWNED PARCEL FROM SINGLE-FAMILY RESIDENTIAL- SMALL LOT (R-2) AND CONSERVATION (CN) ZONING DISTIRCTS TO PUBLIC INSTITUTIONAL (PI) ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: The subject area is generally located on the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The area covered by this request is 10.25± acres.)

WHEREAS, there has been a request to assign zoning to the properties described below, and;

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

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

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

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to rezone that land, depicted in Exhibit "A" attached hereto and made a part of this Ordinance, as Public Institutional (PI) zoning district.

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

3. All ordinances in conflict herewith are hereby repealed.

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 be effective immediately upon the effective date of Future Land Use Ordinance O-25-34; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 10th day of November, 2025.

PASSED on second reading this 24th day of November, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

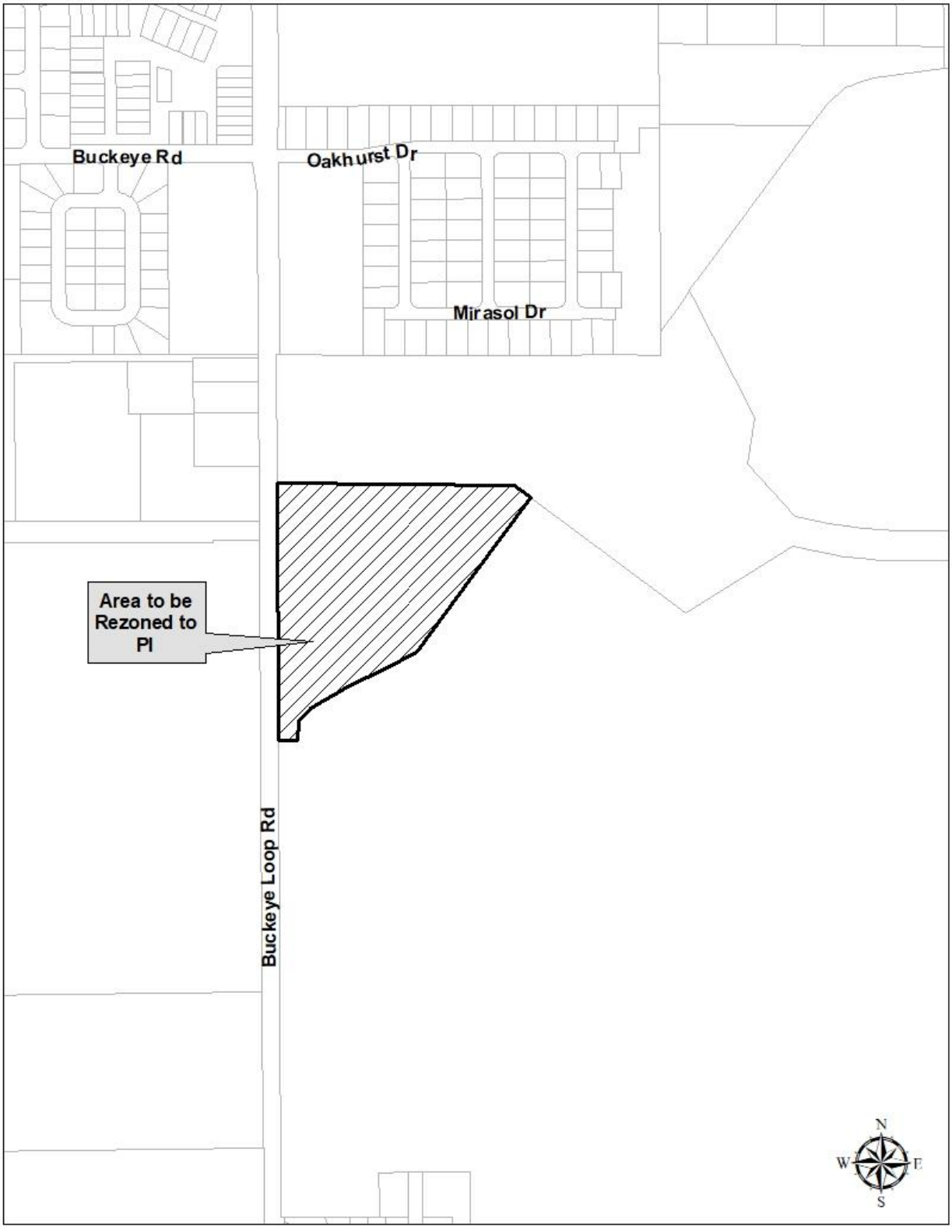
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


Buckeye Rd
Oakhurst Dr
Mirasol Dr
Area to be Rezoned to PI
Buckeye Loop Rd
N
W
E
S

DATE: November 10, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Nancy Hurley, Affordable Housing Compliance Manager

SUBJECT: Recommendation of Award RFP-25-37, Local Government Area of Opportunity (LGAO)

BACKGROUND

On August 11, 2025, the City of Winter Haven issued a Request for Proposals, RFP-25-37, for the Local Government Area of Opportunity (LGAO) project designation. On September 16, 2025, two (2) submissions were received, which were subsequently ranked and voted on by a subcommittee of the Affordable Housing Advisory Committee (AHAC) during the public meeting held October 21, 2025. Blue Sky Communities' project, Destiny Place, was ranked first and recommended for the LGAO designation award. The Committee's award recommendation was posted October 21 with no protest received in response. The Destiny Place project is a joint venture between Blue Sky Communities and Trinity Worship Center International Ministries, Inc. (Blue Trinity Place, LLC).

Pursuant to this recommended LGAO designation, the City is supporting the 9% Low Income Housing Tax Credit (LIHTC) application for the Destiny Place development consisting of 88 multifamily units proposed for low-income families. Blue Sky Communities and Trinity Worship Center International Ministries, Inc. will submit the application for funding to the Florida Housing Finance Corporation, Inc. this month.

FINANCIAL IMPACT

Blue Sky Communities has requested a loan of $610,000 which will be made available through the Winter Haven Affordable Housing Trust Fund. If this project is awarded the 9% LIHTC from the Florida Housing Finance Corporation, staff will present an agreement/contract at a future City Commission meeting for review and acceptance.

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.

- **Pillar:** Quality of Life
- **Goal:** 2.2 Support partnerships to meet the needs (housing, health, mental health, workforce, education) of all members of the community and help those most in need find proper pathways for support.

RECOMMENDATION

Staff recommends the City Commission award the LGAO designation to Blue Trinity Place, LLC and authorize the City Manager, or his designee, to execute the LGAO form and take any and all additional actions necessary thereto.

ATTACHMENTS

- RFP-25-37 Proposal Tabulation Sheet
- RFP-25-37 Recommendation of Award
- RFP-25-37 Blue Sky Communities.
- Destiny Place – LGAO Form

RFP-25-37

September 16, 2025

City of Winter Haven

Tabulation of Proposals

	Firms submitting proposals:
Local Government Area of Opportunity (LGAO) Designation and Contribution for FHFC 9% Low Income Housing Tax Credits (LIHTC) RFA-2025-202	**Blue Trinity Place, LLC (joint venture - Blue Sky Communities & Trinity Workship Center International Ministries, Inc.**
	Smith & Henzy Affordable Group

Prepared by: *Bethany Owen* Date: March 20, 2025

City of Winter Haven
Financial Services

OCTOBER 21, 2025

To: All firms submitting proposals for RFP-25-37 Local Government Area of Opportunity (LGAO) Designation

Attention Proposing Firms -

The City of Winter Haven's Evaluation Committee met to short-list and rank the responding firms' proposals. Proposals were ranked in the following order, with the top ranked firm being recommended for award:

1. ***Blue Trinity Place, LLC – St. Petersburg, FL***
2. *Smith & Henzy Affordable Group, Inc. – Delray Beach, FL*

We thank everyone for your proposals and your interest in working with the City of Winter Haven.

If you have any questions, do not hesitate to contact us at procurement@mywinterhaven.com.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
PROCUREMENT MANAGER

BLUE SKY
COMMUNITIES
180 Fountain Parkway N
St. Petersburg, FL. 33716

TRINITY CHURCH
2795 N. 10th. Street
Haines City, FL 33844

September 16, 2025

City of Winter Haven
451 Third Street NW
Winter Haven, FL 33881

RE: RFP 25-37 LGAO for RFA 2025-202

Dear Winter Haven Staff,

We are very pleased to submit this application for $610,000 for our new Destiny Place development. Destiny Place is a proposed 88-unit affordable housing development for Families. This development is a joint venture between Blue Sky Communities (Blue Sky) and Trinity Workship Center International Ministries, Inc. ("Trinity"). Trinity is led by Dr. Charles Anderson of the Trinity Church in Haines City.

As an affordable housing specialist, Blue Sky has an illustrious track record in the City of Winter Haven and Polk County. We have completed 4 total developments within Polk County, 1 in Winter Haven, and 1 just outside the city limits. Blue Sky is as much about Property Management as we are about Development. We manage all our own properties, and this gives the City the assurance that we will be active in the community for the long-term; impacting lives and being good neighbors.

Trinity, founded in 1997 by Dr. Anderson, is a faith-based organization dedicated to serving the community's social, economic, physical, and spiritual needs. Its mission is to proclaim the gospel, restore families, empower youth, and create a place where believers are free to worship and grow in God's purpose.

Please take some time to learn more about our successes and our plans for the future in the pages that follow. Please contact myself or M.J. Kopakin (mjkopakin@bluekycommunities.com) for any questions or follow up.

Thank you for your consideration,

Applicant: Blue Trinity Place, LLC

By: *Shawn Wilson*
Shawn Wilson, Manager
President & Founder, Blue Sky Communities, LLC

By: Charles E. Anderson
Dr Charles E. Anderson, Founder & Senior Pastor, Trinity Worship Center International Ministries Inc.

1. General Information

GENERAL DESCRIPTION OF THE FIRM/TEAM/ORGANIZATION

Criteria: Provide a general description of the firm/team/organization that is proposing to seek the City's LGAO designation and associated loan. Show a demonstrated history that the applicant team has experience in effectively dealing with regulatory compliance associated with the use of FHFC funds.

Destiny Place is a joint venture between Blue Sky Communities and Trinity Worship Center International Ministries, Inc., led by Dr. Charles Anderson of Trinity Church in Haines City. **Resumes are provided in Section 3**. Blue Trinity Place, LLC is a newly formed, single-purpose entity jointly owned by principals of Blue Sky Communities and Trinity Worship Center International Ministries. **An organizational chart is attached in Section 3** for reference.

Blue Sky Communities is a St. Petersburg-based Real Estate Developer of Affordable and Workforce Housing.

- 33 Developments completed since 2015, all with FHFC funds.
  - 4 in Polk County
  - 1 in Winter Haven
- Experts in Public Funding: 9% Housing Credits, 4% Housing Credits, Tax Exempt Bonds, CDBG, HOME, SHIP, SAIL, and many other incentives.
- An affordable housing leader across Florida
  - Serving AMIs 30% - 80%
- Focused on helping Local Governments, Housing Authorities and Non-Profits achieve their goals
- More than 3,000 units completed
- 7 Developments presently under construction

List of all Developments and details on Local Developments attached hereto.

Bishop Charles E. Anderson is the Founder and Senior Pastor of Trinity Worship Center International Ministries and the Apostolate of Trinity Global Assemblies with campuses in Haines City and Sebring, Florida. With more than 30 years of dedicated service, he stands as a pillar of leadership and faith in the Polk County region and beyond. Known for his unwavering commitment to both spiritual and civic advancement, Bishop Anderson is a respected community leader, activist, and visionary who has left an indelible mark across Highlands, Hardee, and Polk Counties.

His extensive service includes leadership roles on the Boards of Directors for numerous organizations, where he has driven missions focused on healthcare, housing, education, and community development.

Blue Sky deals with regulatory compliance through our Asset Management department and through the Property Management Agent. Our in-house affiliated Property Management Company is Carteret Management Corporation. Carteret has multiple staff members with decades of experience in this field. They also maintain great relationships with the FHFC Compliance staff. We consistently get "clean" reports from FHFC and we are not presently our of compliance on any property.

APPROACH

Criteria: Describe your approach to securing FHFC financing, managing the planning, design approvals, financing, phasing, development, construction, and operation of this and/or other similar development projects.

Our approach is to organize each development into 5 main phases:

1. **Acquisition:** The process of signing the contract to purchase the land and all the subsequent Buyer/Seller coordination through Closing.

2. **Predevelopment**: The process of hiring architects, engineers and other professionals; managing their work; applying for approvals/permits from government agencies.

3. **Finance**: Identifying the right Lender and Syndicator for each development; obtaining their written commitment; applying for Tax Credits and other public funds; Closing all funding; managing monthly Draw process; complying with reporting requirements.

4. **Construction**: Coordinating the work of the General Contractor, Inspectors, and other team members to ensure timely and cost-effective completion of all sitework and building construction.

5. **Leasing**: Marketing and outreach to potential residents; setting up management office; working with families to properly complete their application until they are approved and can move-in.

We organize our staff along these lines as well. Carteret Management Corporation is our in-house property manager. Please see Approach Rubric on the following page.
Employee organization chart is attached in Section 3.

BLUE SKY LEADERSHIP	Shawn Wilson	Scott Macdonald	Gregory Giakoumis	Carteret Management
STAFF MEMBERS	4	5	5	4
DEVELOPMENT PHASE				
1. Acquisition	Local RFPs and in charge of the FHFC process, approves contract terms on new sites, create and sustain External Relationships			Signs off on new markets.
2. Predevelopment	Creates design concept, approves site plan, unit plans, and bldg. facades	Lead internal Review of FHFC Apps. Review Sign off on prelim. financial projections.	Hire and manage all Professionals, coordinate with Local Gov staff to obtain all Approvals and Permits	Signs off on unit count, rents.
3. Finance		Coordinates FHFC Credit underwriting, Obtain loan or equity commitments, Manage Closing process, Ensure timely Draws		
4. Construction	Approve large change orders	Monitor use of Contingency	Coordinate with General Contractor, Local Gov, Professionals to start and complete Infrastructure, Utilities, Buildings, Landscaping, through Certificate of Occupancy.	Interim construction inspection to ensure quality and consistency.
5. Leasing		Set Leasing goals	Create Turnover Plan to ensure smooth transition to Carteret.	Creates marketing plan, conducts leasing, takes possession of the property according to the Turnover Plan.

REQUEST AMOUNT

Criteria: Indicate the amount of the City loan requested and provide information justifying said loan amount.

$610,000.00

The amount we are requesting is the minimum contribution required to be competitive for in the FHFC RFA 2025-202 9% Housing Credits application.

Narrative Description

Criteria: Provide a short narrative description of your proposed development. (Please include a statement describing how your proposed project is consistent with the City's Workforce Housing Action Plan, Comprehensive Plan, Land Development Code, and/or Best Practices for the development of affordable housing)

Destiny Place is the first phase a 3-phase, mixed use development and is located across the railroad tracks from South Lake Howard Nature Park (confirm name).

The second phase will be a Federally Qualified Health Center. This phase is still in the very early planning stages and may require additional City approvals. However, this use is allowed under the present Zoning.

The third phase will also be apartments, with an affordability level to be determined at a later date.

Destiny Place will provide high-quality, workforce housing affordable to households at 40% and 60%, of Area Median Income (AMI). The community will be 100% affordable, ensuring that every unit serves families earning at or below 60% AMI. This directly addresses the City of Winter Haven's Workforce Housing Action Plan goals of expanding housing opportunities for working families, protecting long-term affordability, and creating inclusive, sustainable neighborhoods.

The development is fully consistent with the City's Comprehensive Plan, particularly the **Quality of Life pillar**, which emphasizes maximizing attainable housing opportunities and ensuring that economic development is tied to housing availability. By providing a range of income-restricted units, the development will serve diverse workforce households—teachers, healthcare workers, first responders, service industry employees, and other essential community members—who are vital to Winter Haven's continued growth and economic sustainability.

Our proposal also aligns with the Land Development Code's intent to encourage a diversity of housing types and densities. We will implement best practices in affordable housing development,

including thoughtful site design, durable construction, and long-term affordability restrictions that preserve workforce housing opportunities for future generations.

In 2024 we completed Florence Place with the support of the City of Winter Haven, that included $460,000 Loan, impact fee waiver, utility connection fee waiver, and permit fee waivers. Blue Sky and our in-house property management company, Carteret Management Corporation, has a proven track record of delivering high-quality, safe, long-term affordable housing. Destiny Place builds on that success by furthering Winter Haven's commitment to affordability, preventing displacement, and ensuring equitable housing access for families across the community.

Parcel Identification Number
26-28-30-000000-024020

Street address
Corner of Recker Highway and 21st St., Winter Haven
See attached map

Total Number of Units
88

Demographic
Family, i.e. All income-qualified households

Development Category
New construction. Garden-style, same as Florence Place

Unit mix and Set-Aside

Unit Type	Square Ft	# Units	40% AMI		60% AMI	
			# Units	Rents	# Units	Rents
1br/1ba	727	34	4	$514	30	$827
2br/2ba	1,000	45	5	$621	40	$996
3br/2ba	1,162	9	1	$720	8	$1,153
Total		**88**	**10**		**79**	

Projected total Development Cost
$ 29,911,190

Projected cost Per Unit
$ 339,900

Current Zoning
Multi-Family Residential- Low Density (R-3), evidence attached hereto.

Evidence of Site Control

See attached Vacant Land Contract

Resident Programs

- Health and Wellness Program
- Employment Assistance Program
- Financial Management Program

Funding Sources & Amounts

Source	Amount	%
City of Winter Haven LGAO	$610,000	10.7%
Bank – Traditional Mortgage	$ 3,200,000	2.0%
9% HC	$25,197,480	84.2%
Deferred Dev Fee	$ 903,710	3.0%
Total	**$29,949,954**	**100%**

Please see the following requested documents attached.

REQUESTED DOCUMENTS:

A. Map of Project Location
B. Evidence of Site Control
C. Preliminary Development Cost Pro Forma
D. Development Timeline
E. Phase I environmental, if available
F. Preliminary site plan or development concept, if available

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Destiny Place

Development Location: 21st St. at the intersection of Recker Hwy, Winter Haven
Parcel ID 26-28-30-000000-024020

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 108

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned Local Government representative confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use (i) are consistent with current land use regulations and zoning designation; OR (ii) are approved pursuant to sections 125.01055(6) and 166.04151(6), Florida Statutes; OR (iii) are consistent with sections 125.01055 (7) and 166.04151 (7), Florida Statutes; OR, (iv) if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use.

CERTIFICATION

I certify that the City/County of Winter Haven (Name of City/County) has vested in me the authority to verify consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Signature

Eric Labbe
Print or Type Name

Dir. of Economic Opp & Community Investment
Print or Type Title

Date Signed

City of Winter Haven
Address (street address, city, state)

451 Third St. NW, Winter Haven, FL 33881
Address (street address, city, state)

(863) 291-5600
Telephone Number (including area code)

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from elected local government officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 06-2023)

Map of Project Location



Vacant Land Contract

1. **Sale and Purchase ("Contract"):** TRINITY WORSHIP CENTER INTERNATIONAL MINISTRIES, INC. ("**Seller**") and Blue Trinity Place, LLC ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: See Exhibit A for Property Description
Legal Description: See Exhibit A for Property Description
SEC ___/TWP /___/RNG ___ of Polk County, Florida. Real Property ID No.: See Exhibit A
including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) ..... $ 800,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Nelson Mullins Broad and Cassel
Escrow Agent's Contact Person: Melissa VanSickle
Escrow Agent's Address: 215 S Monroe St, Suite 400, Tallahassee, FL 32301
Escrow Agent's Phone: (850) 205-3307
Escrow Agent's Email: Melissa.VanSickle@nelsonmullins.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
accompanies offer
✓ will be delivered to Escrow Agent within 5 days (3 days if left blank)
after Effective Date ..... $ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
within _____ days (10 days if left blank) after Effective Date
within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 795,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before _____, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. **Closing Date:** This transaction will close on See Exhibit B ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. **Financing:** (**Check as applicable**)

(a) ✓ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) New Financing: Buyer will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate, and **Buyer's** deposit(s) will be returned.

7. **Assignability:** (**Check one**) ☐ **Buyer** may assign and thereby be released from any further liability under this Contract, ✓ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. **Title: Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ✓ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☐ **Seller's** ✓ **Buyer's** expense and (**Check one**) ✓ within 60 days after Effective Date ☐ at least _____ days before Closing Date. (**Check one**)

(1) ✓ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 60 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections:** (**Check (1) or (2)**)

(1) ✓ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within See Exhibit B days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

Buyer waives the right to receive a CCCL affidavit or survey.

10. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) **Buyer Costs:**
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. **Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid ~~and agreed to be paid~~, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract~~; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract~~.

17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

None	None
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.

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Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
Listing Brokerage	Buyer's Brokerage
Listing Brokerage Address	Buyer's Brokerage Address

22. **Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):
A. Back-up Contract
B. Kick Out Clause
✓ C. Other See Exhibit A and B

23. **Additional Terms:**

COUNTER-OFFER/REJECTION

Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
Seller rejects Buyer's offer

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: _____ Date: 12-18-2023
Print name: Shawn Wilson
Buyer: _____ Date: _____
Print name: _____
Buyer's address for purpose of notice:
Address: 180 Fountain Parkway N, Suite 100
Phone: (813) 514-2100 Fax: _____ Email: SWilson@BlueSkyCommunities.com

Seller: TRINITY WORSHIP CENTER INTERNATIONAL MINISTRIES, INC. Date: 12/17/2023
Print name: Charles Anderson
Seller: _____ Date: 12-17-2023
Print name: _____

Buyer (___) (___) and Seller (CGL) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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378 **Seller's** address for purpose of notice:
379* Address: P.O. Box 3542, Haines City, FL 33845
380* Phone: (863) 207-7771 Fax: _____ Email: Charles.Anderson7@icloud.com

381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter-offer.)**

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Exhibit A

Property Description

As depicted below, parcel number 26-28-30-000000-024020 which totals 12.10 acres mol on the east side of the intersection of Recker Highway and 21st Street, Winter Haven, in Polk County, Florida.



Buyer SW _____ Seller Ca

Exhibit B

Additional Terms

1. Contemplated Improvement – Develop the Property in the City of Winter Haven with 80 residential units.

2. Funding the Contemplated Improvements – In 2024, Buyer will apply for City of Winter Haven match funding and then 9% Housing Credits from Florida Housing Finance Corporation ("FHFC"). The Buyer agrees that it will diligently and in good faith pursue all funding opportunities available for the Contemplated Improvements and will not submit any other competing applications in the City of Winter Haven to FHFC.

3. The Initial Deposit of $5,000 shall become non-refundable upon FHFC funding approval and FHFC giving Buyer an invitation to credit underwriting.

4. The last part of line 103 of the Contract will be changed from "Seller will deliver to Buyer, at" to "Buyer will deliver to Seller, at".

5. Due Diligence Period – shall expire 180 days from the Effective Date. In addition to paragraph 9(a) of this contract, no later than ten (10) days after the Effective Date, Seller shall provide to Buyer any and all information relating to the Property which is in Sellers' possession or control or in the possession or control of Sellers' agents, employees and/or professionals, including, without limitation, full and complete copies of all surveys, topographical maps, soil boring reports, traffic studies, any and all environmental reports, site planning concepts, project approvals, permits, licenses, title policies, property tax bills, proof of payment of school, water, sewer, road and recreational impact fees, homeowners' association documents, developer agreements (whether recorded or not), easements, dedications, mortgages, encumbrances, current zoning documents, and any other document of which Seller has knowledge.

6. Closing Date: If Buyer wins 9% Housing Credits in 2024, then Closing shall be by December 15, 2025. If Buyer wins 9% Housing Credits in 2025, then Closing shall be by December 15, 2026.

Buyer SW _____ Seller _____

Destiny Place (Family) — Recker and 21st St, WH — Sponsor: Blue Sky Communities LLC

DEVELOPMENT SUMMARY

Unit Type	Number	%	AVG SF
1br/1ba	34	39%	727
2br/2ba	45	51%	1,000
3br/2ba	9	10%	1,162
Total	88	100%	80,176

STABILIZED OPERATING PROJECTIONS

AMI Level	# Uni	Gross Rent 2023	-Utility Allowance	= Net Rent	$/SF	Gross Potential Annual Income
40%		***HC***				
1br/1ba	4	625	111	514	0.71	24,672
2br/2ba	5	750	129	621	0.62	37,260
3br/2ba	1	866	146	720	0.62	8,640
Total	**10**					***70,572***
60%		***HC***				
1br/1ba	**30**	938	111	827	1.14	297,720
2br/2ba	**40**	1,125	129	996	1.00	478,080
3br/2ba	**8**	1,299	146	1,153	0.99	110,688
Total	**78**					***886,488***
Total Units:	**88**			**Gross Rental Income**		**957,060**

Other Income

	$/Unit/Month	Penetration	
Washer and Dryer	30.00	75%	23,760
Cable			5,000
Fees, NSF, etc	12.00	100%	12,672
Total Other Income			**41,432**

Vacancy & Collection Loss (5%)	**(49,925)**
Effective Gross Income	**948,567**

OPERATING EXPENSES

	Annual	$/unit
Real Estate Taxes	70,400	800
Insurance	149,600	1,700
Management Fee (6%)	56,914	647
General and Administrative	48,400	550
Payroll Expenses	139,699	1,587
Utilities	61,600	700
Marketing and Advertising	4,400	50
Maintenance and Repairs	30,800	350
Grounds Maintenance	22,000	250
Contract Services	26,400	300
Reserve for Replacement	26,400	300
Total	636,613	7,234
	Op Ex %	*67.1%*

Net Operating Income	**311,954**

Footnotes:

PERMANENT LOAN CALCULATION	
Maximum Loan to Value	85.00%
Capitalization Rate	5.75%
As-Completed Value	5,425,294
Max Loan - LTV	4,611,500
DSCR	1.25
Max Loan - DSCR	3,203,165
ACTUAL PERM. LOAN	**3,200,000**

CONSTRUCTION LOAN CALCULATION	
Total Development Cost	29,911,190
Less:	
Equity During Construction	7,559,244
Winter Haven LGAO	610,000
Operating Reserve	220,483
Deferred Developer Fee	3,132,009
=Cash needs during Construction	18,389,454
+ *Cushion*	*735,578*
= Minimum Const. Loan	19,125,032
ACTUAL CONST. LOAN	**20,000,000**

PERMANENT LOAN DETAILS

1st Mortgage		**Chase Bank**	**Traditional Mortgage**
Interest Only?	No	Amortization Term	35 Years
Index	2.25%	Hard or Soft?	Hard Pay
Spread	0.50%	Loan Amount	3,200,000
Servicing Fees	0.00%	Debt Service	243,321
Cushion	0.00%	Year 1 DSCR	1.27
All-in Rate	7.00%	Year 15 DSCR	1.23
		Cash Flow	66,634

2nd Mortgage		**Winter Haven LGAO**	**(Program TBD)**
Interest Only?	Yes	Amortization Term	Years
Index	1.00%	Hard or Soft?	Soft Pay
Spread	0.00%	Loan Amount	610,000
Servicing Fees	0.00%	Debt Service	6,100
Cushion	0.00%	Year 1 DSCR	1.24
All-in Rate	1.00%	Year 15 DSCR	1.20
		Cash Flow	60,534

Destiny Place (Family)	Recker and 21st St, WH	Sponsor: Blue Sky Communities LLC

SOURCES	Amount	Per Unit	Percent
Chase Bank	3,200,000	36,364	10.70%
Winter Haven LGAO	610,000	6,932	2.04%
9% Housing Credits	25,197,480	286,335	84.24%
Deferred Developer Fee (Blue Sky)	903,710	10,269	3.02%
TOTAL SOURCES	**29,911,190**	**339,900**	**100.00%**
Paid Developer Fee*	3,183,284		78%

USES	Amount	Per Unit	Per SF
LAND ACQUISITION COSTS			
Land Purchase Price	800,000	9,091	9.98
TOTAL LAND ACQUISITION COSTS	**800,000**	**9,091**	**9.98**
CONSTRUCTION COSTS			
Site Work	2,400,000	27,273	29.93
Vertical Construction	14,110,976	160,352	176.00
Subtotal Construction Cost	16,510,976	187,625	205.93
GC - General Conditions	990,659	11,257	12.36
GC - Overhead	330,220	3,752	4.12
GC - Profit	990,659	11,257	12.36
General Contractor - Total Contract	18,822,513	213,892	234.76
Other Const. Costs			
Hard Cost Contingency	941,126	10,695	11.74
P and P Bond	130,440	1,482	1.63
FF & E	176,000	2,000	2.20
Subtotal Other	1,247,566	14,177	15.56
TOTAL CONSTRUCTION COSTS:	**20,070,078**	**228,069**	**250.33**
FINANCIAL COSTS			
Construction Loan Origination Fee	150,000	1,705	1.87
Construction Loan Interest	1,360,000	15,455	16.96
Permanent Loan Origination Fee	28,000	318	0.35
Permanent Loan Underwriting Fee	25,000	284	0.31
TOTAL FINANCIAL COSTS:	**1,588,000**	**18,045**	**19.81**
GENERAL DEVELOPMENT COSTS			
Accounting Fees	40,000	455	0.50
Appraisal	14,000	159	0.17
Architect's Fee - Site/Building Design	308,000	3,500	3.84
Architect's Fee - Supervision	77,000	875	0.96
Building Permits	88,000	1,000	1.10
Engineering Fees	118,800	1,350	1.48
Environmental Report	17,200	195	0.21
FHFC Administrative Fees	270,000	3,068	3.37
FHFC Application Fee	3,000	34	0.04
FHFC Compliance Fee	235,000	2,670	2.93
FHFC Credit Underwriting Fee	35,000	398	0.44
Impact Fee	220,000	2,500	2.74
Lender Inspection Fees / Const Admin	52,800	600	0.66
Insurance (Builders Risk & GL)	396,000	4,500	4.94
Legal Fees - Debt	150,000	1,705	1.87
Legal Fees - Developer	200,000	2,273	2.49
Marketing and Advertising	30,800	350	0.38
Green Building Cert. (LEED, FGBC, NAHB)	37,000	420	0.46
Property Taxes	39,507	449	0.49
Soil Test	44,000	500	0.55
Survey	44,000	500	0.55
Title Insurance and Recording Fees	108,000	1,227	1.35
Utility Connection Fees	396,000	4,500	4.94
Soft Cost Contingency 5.00%	161,527	1,836	2.01
TOTAL GENERAL DEVELOPMENT COSTS:	**3,085,634**	**35,064**	**38.49**
RESERVE ACCOUNTS			
Operating Deficit Reserve (Syndic 3 Months	220,483	2,505	2.75
Reserves - Start-Up/Lease-up Exp	60,000	682	0.75
TOTAL RESERVE ACCOUNTS	**280,483**	**3,187**	**3.50**
SUBTOTAL	**25,824,196**	**293,457**	**322.09**
Developer Fee (per FHFC) 16.00%	4,086,994	46,443	50.98
TOTAL DEVELOPMENT COSTS	**29,911,190**	**339,900**	**373.07**

Destiny Place (Family)		15 Year Proforma														
Units:	**88**															
Revenue Increase	**2.00%**															
Expense Increase	**3.00%**															
Vacancy	**5.00%**															
		2028	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**
		Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*	*Year 6*	*Year 7*	*Year 8*	*Year 9*	*Year 10*	*Year 11*	*Year 12*	*Year 13*	*Year 14*	*Year 15*
Rental Income																
Rent Revenue - Gross Potential		957,060	976,201	995,725	1,015,640	1,035,953	1,056,672	1,077,805	1,099,361	1,121,348	1,143,775	1,166,651	1,189,984	1,213,783	1,238,059	1,262,820
Vacancies		-49,925	-48,810	-49,786	-50,782	-51,798	-52,834	-53,890	-54,968	-56,067	-57,189	-58,333	-59,499	-60,689	-61,903	-63,141
Net Rental Income		**907,135**	**927,391**	**945,939**	**964,858**	**984,155**	**1,003,838**	**1,023,915**	**1,044,393**	**1,065,281**	**1,086,587**	**1,108,318**	**1,130,485**	**1,153,094**	**1,176,156**	**1,199,679**
Other Income																
Laundry & Vending		23,760	24,235	24,720	25,214	25,719	26,233	26,758	27,293	27,839	28,395	28,963	29,543	30,133	30,736	31,351
Cable Income		5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095	6,217	6,341	6,468	6,597
Miscellaneous Income		12,672	12,925	13,184	13,448	13,717	13,991	14,271	14,556	14,847	15,144	15,447	15,756	16,071	16,393	16,720
Total Other Income		**41,432**	**42,261**	**43,106**	**43,968**	**44,847**	**45,744**	**46,659**	**47,592**	**48,544**	**49,515**	**50,505**	**51,515**	**52,546**	**53,597**	**54,669**
Total Income		**948,567**	**969,652**	**989,045**	**1,008,826**	**1,029,002**	**1,049,582**	**1,070,574**	**1,091,985**	**1,113,825**	**1,136,102**	**1,158,824**	**1,182,000**	**1,205,640**	**1,229,753**	**1,254,348**
Payroll & Related																
Manager Salaries		58,240	59,987	61,787	63,640	65,550	67,516	69,542	71,628	73,777	75,990	78,270	80,618	83,036	85,527	88,093
Maintenance Payroll		49,920	51,418	52,960	54,549	56,185	57,871	59,607	61,395	63,237	65,134	67,088	69,101	71,174	73,309	75,508
Total Payroll & Related		**108,160**	**111,405**	**114,747**	**118,189**	**121,735**	**125,387**	**129,149**	**133,023**	**137,014**	**141,124**	**145,358**	**149,719**	**154,210**	**158,837**	**163,602**
Administrative Expenses																
Admin Expenses		48,400	49,852	51,348	52,888	54,475	56,109	57,792	59,526	61,312	63,151	65,046	66,997	69,007	71,077	73,209
Advertising		4,400	4,532	4,668	4,808	4,952	5,101	5,254	5,411	5,574	5,741	5,913	6,091	6,273	6,462	6,655
Total Administrative Expenses		**52,800**	**54,384**	**56,016**	**57,696**	**59,427**	**61,210**	**63,046**	**64,937**	**66,885**	**68,892**	**70,959**	**73,088**	**75,280**	**77,539**	**79,865**
Utilities																
Electricity		17,600	18,128	18,672	19,232	19,809	20,403	21,015	21,646	22,295	22,964	23,653	24,363	25,093	25,846	26,622
Water		8,800	9,064	9,336	9,616	9,904	10,202	10,508	10,823	11,148	11,482	11,826	12,181	12,547	12,923	13,311
Sewer		8,800	9,064	9,336	9,616	9,904	10,202	10,508	10,823	11,148	11,482	11,826	12,181	12,547	12,923	13,311
Total Utilities		**35,200**	**36,256**	**37,344**	**38,464**	**39,618**	**40,806**	**42,031**	**43,292**	**44,590**	**45,928**	**47,306**	**48,725**	**50,187**	**51,692**	**53,243**
Operating & Maintenance Expenses																
Grounds		22,000	22,660	23,340	24,040	24,761	25,504	26,269	27,057	27,869	28,705	29,566	30,453	31,367	32,308	33,277
Repairs & Maintenance		30,800	31,724	32,676	33,656	34,666	35,706	36,777	37,880	39,017	40,187	41,393	42,634	43,913	45,231	46,588
Contract Services		26,400	27,192	28,008	28,848	29,713	30,605	31,523	32,469	33,443	34,446	35,479	36,544	37,640	38,769	39,932
Total Operating & Maintenance Expenses		**105,600**	**108,768**	**112,031**	**115,392**	**118,854**	**122,419**	**126,092**	**129,875**	**133,771**	**137,784**	**141,918**	**146,175**	**150,560**	**155,077**	**159,729**

Preliminary projections subject to change based on market conditions

Management Fee	**56,914**	**58,179**	**59,343**	**60,530**	**61,740**	**62,975**	**64,234**	**65,519**	**66,830**	**68,166**	**69,529**	**70,920**	**72,338**	**73,785**	**75,261**
Taxes & Insurance															
Real Estate Taxes	70,400	72,512	74,687	76,928	79,236	81,613	84,061	86,583	89,181	91,856	94,612	97,450	100,374	103,385	106,486
Payroll Taxes	8,540	8,796	9,060	9,332	9,612	9,900	10,197	10,503	10,819	11,143	11,477	11,822	12,176	12,542	12,918
Property & Liability Insurance	149,600	154,088	158,711	163,472	168,376	173,427	178,630	183,989	189,509	195,194	201,050	207,081	213,294	219,693	226,283
Workers Compensation	2,671	2,751	2,833	2,918	3,006	3,096	3,189	3,285	3,383	3,485	3,589	3,697	3,808	3,922	4,040
Health Insurance & Other Benefits	20,328	20,938	21,566	22,213	22,879	23,566	24,273	25,001	25,751	26,523	27,319	28,139	28,983	29,852	30,748
Total Taxes & Insurance	**251,539**	**259,085**	**266,858**	**274,863**	**283,109**	**291,603**	**300,351**	**309,361**	**318,642**	**328,201**	**338,047**	**348,189**	**358,634**	**369,393**	**380,475**
Total Operating Expenses	**610,213**	**628,077**	**646,338**	**665,134**	**684,483**	**704,400**	**724,902**	**746,007**	**767,732**	**790,096**	**813,117**	**836,815**	**861,210**	**886,323**	**912,175**
NOI	**338,354**	**341,575**	**342,707**	**343,691**	**344,519**	**345,182**	**345,672**	**345,978**	**346,093**	**346,006**	**345,707**	**345,185**	**344,430**	**343,430**	**342,173**
Reserve for Replacement	**26,400**	27,192	28,008	28,848	29,713	30,605	31,523	32,469	33,443	34,446	35,479	36,544	37,640	38,769	39,932
NOI less Reserves	**311,954**	**314,383**	**314,700**	**314,843**	**314,806**	**314,577**	**314,149**	**313,510**	**312,650**	**311,560**	**310,227**	**308,641**	**306,790**	**304,660**	**302,240**
Hard Pay Debt Service															
1st Mortgage	245,321	245,321	245,321	245,321	245,321	245,321	245,321	245,321	245,321	245,321	245,321	245,321	245,321	245,321	245,321
Total Hard Pay Debt Service	**245,321**	**245,321**	**245,321**	**245,321**	**245,321**	**245,321**	**245,321**	**245,321**	**245,321**	**245,321**	**245,321**	**245,321**	**245,321**	**245,321**	**245,321**
Cash Flow	**66,634**	**69,062**	**69,379**	**69,523**	**69,485**	**69,257**	**68,828**	**68,189**	**67,329**	**66,239**	**64,906**	**63,320**	**61,469**	**59,339**	**56,920**
Debt Coverage Service Ratios															
1st Mortgage	***1.27***	***1.28***	***1.28***	***1.28***	***1.28***	***1.28***	***1.28***	***1.28***	***1.27***	***1.27***	***1.26***	***1.26***	***1.25***	***1.24***	***1.23***
Total Hard Debt	***1.27***	***1.28***	***1.28***	***1.28***	***1.28***	***1.28***	***1.28***	***1.28***	***1.27***	***1.27***	***1.26***	***1.26***	***1.25***	***1.24***	***1.23***

GRAPHIC SCALE

25 0 25 50

(IN FEET)
1 inch = 50 ft.

HIGHLAND ENGINEERING, INC
1172 SOUTH GRAND HWY Clermont, Florida 34711
Tel (407) 275-7877

CONCEPTUAL SITE PLAN

DATE: AUGUST 28, 2025

SHEET No.: 1 OF 1



POWELL STUDIO ARCHITECTURE

D. DEVELOPMENT TIMELINE

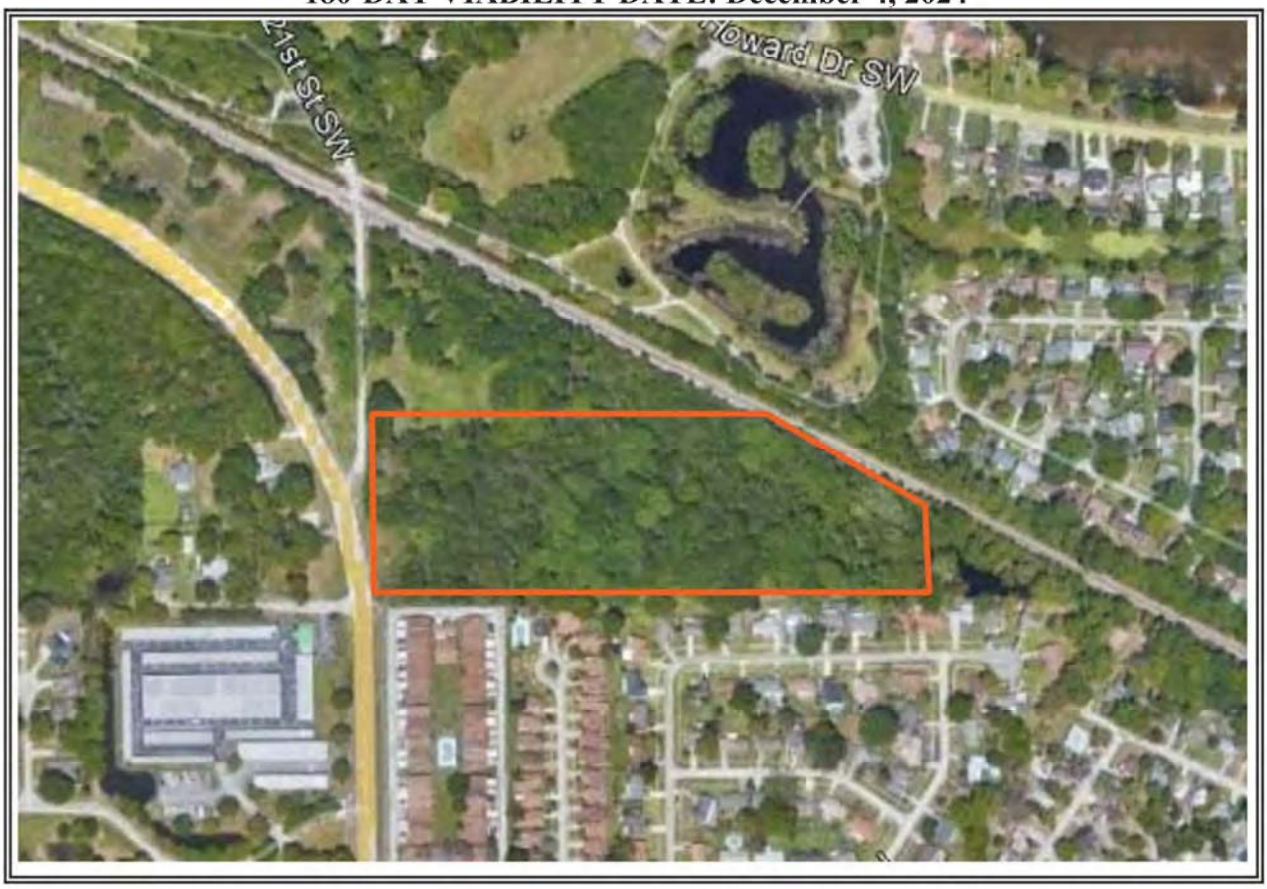
Date	Task
September 16, 2025	Submit City LGAO
November 2025	Apply for FHFC 9% Housing Credits
February 2026	Win Tax Credits
September 2025 – June 2026	Design Phase
February 2026 – October 2026	City Approvals
August 2026 – October 2026	Financial Closings
October 2026 – December 2027	Construction
September 2027 – February 2028	Lease-up

PHASE I ENVIRONMENTAL SITE ASSESSMENT

PREPARED FOR:
BLUE SKY COMMUNITIES

CONDUCTED ON:
TRINITY WORSHIP CENTER MINISTRIES, INC. PROPERTY
0 21ST STREET SW
WINTER HAVEN, FL 33880

REPORT DATE: June 18, 2024
180-DAY VIABILITY DATE: December 4, 2024



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Environmental Property Audits, Inc.
Environmental Engineering and Consulting Firm Advising on Issues Today to Assist in Making a Better Tomorrow

Date: June 18, 2024

Prepared for: Blue Sky Communities
180 Fountian Parkway North, #100
St. Petersburg, FL 33716

Reference: Phase I Environmental Site Assessment (ESA) per ASTM 1527-21

Location: Trinity Worship Center Ministries, Inc. Property
0 21st Street SW
Winter Haven, FL 33880
Parcel ID #'s: 26-28-30-000000-024020

Environmental Property Audits, Inc. (EPAI) has performed this Phase I Environmental Site Assessment (ESA) of the above-referenced property. The report is based upon our inspection of the property performed on June 14, 2024, the historical and records review date June 7, 2024 .

The assessment was conducted in accordance with the American Society for Testing and Materials (ASTM) Standard Guide for Environmental Site Assessments: Phase I Environmental Site Assessment Process E 1527-21, the All Appropriate Inquiries Final Rule (AAI Rule) for Phase I ESAs, the scope of work provided by the Client, and generally accepted industry standards.

The environmental assessment described herein was conducted by the undersigned employees of EPAI. EPAI's assessment consisted solely of the activities described in the Introduction of this report.

If you have any questions regarding this report, please feel free to contact me directly.

Respectfully submitted,

Byron R. Wood, L.E.P., C.E.S.

Enclosure

PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT

Prepared for:

Blue Sky Communities
180 Fountian Parkway North, #100
St. Petersburg, FL 33716

Conducted on:

Trinity Worship Center Ministries, Inc. Property
0 21st Street SW
Winter Haven, FL 33880

Parcel ID #: 26-28-30-000000-024020

EPAI Reference # 6247012

Prepared by:

Environmental Property Audits, Inc.
2227 NW Pine Lake Drive
Stuart, FL 34994
(305) 895-9788 - (772) 692-9458

I declare that, to the best of my professional knowledge and belief, I meet the definition of environmental professional as defined in §312.10 of 40 C.F.R. 312. I, have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 C.F.R. Part 312.

Byron R. Wood, L.E.P., C.E.S.
Registration # 158, 17703

Signature

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1.0 EXECUTIVE SUMMARY

At the request of Blue Sky Communities (the Client), Environmental Property Audits, Inc. (EPAI) has conducted a Phase I Environmental Site Assessment (ESA) of the following property. This ESA has been conducted in conformance with the scope and limitations of ASTM Practice E 1527-21 and in accordance with the All Appropriate Inquiries Final Rule (AAI Rule) for Phase I ESAs.

Summary of Site Details	
Property Name:	Trinity Worship Center Ministries, Inc. Property
Property Address:	0 21st Street SW, Winter Haven, FL 33880
Parcel ID No:	26-28-30-000000-024020
Property Size:	The subject property consists of one (1) parcel of land containing approximately 527,076 square feet (12.10 acres).
Property Improvements:	The subject property is currently vacant and undeveloped.
Historical Uses:	The subject property remained vacant and undeveloped until prior to 1941 when developed with a house on the western portion. The remainder of the property is covered with grass. The aerial photographs illustrate the property as overgrown with natural vegetation beginning in the 1980 photograph and the house was no longer present in the 1993 photograph. The subject property has remained vacant and undeveloped since that time.

1.1 CONCLUSIONS & RECOMMENDATIONS

Environmental Property Audits, Inc. (EPAI) has conducted a Phase I Environmental Site Assessment (ESA) on the property located at 0 21st Street SW Winter Haven, FL 33880 (subject property, subject site, or Site in conformance with the scope and limitations of ASTM Practice E 1527-21. The subject property was identified by the Polk County Property Appraiser as Parcel Id No: 26-28-30-000000-024020 Any exceptions to, or deletions from, this practice are described in Section 11 of this report.

2. Experience and Qualifications

Criteria: Describe your experience and qualifications applying for FHFC funding as well as successfully developing and managing affordable housing developments and/or units.

Since its founding in 2012, Blue Sky Communities has built a strong track record of securing FHFC funding and developing high-quality affordable housing. To date, Blue Sky has been awarded funding for 43 developments. On average, we submit approximately 10 applications per year and consistently secure 3–4 awards annually. Our performance has strengthened in recent years, with success rates of 50% or higher in four of the last five years, reflecting the effectiveness of our strategies and experience in this competitive process.

Over time, we have developed proven strategies to improve outcomes. Each application undergoes a comprehensive internal review to ensure full compliance with FHFC requirements while also maximizing competitiveness. These disciplined practices have positioned Blue Sky as one of the most consistent and effective affordable housing developers in Florida.

In addition, our affiliate management company brings over 50 years of experience managing affordable housing properties, ensuring long-term compliance, financial stability, and high-quality services for residents. This deep operational expertise allows us not only to secure funding but also to deliver and sustain developments that meet community needs.

Blue Sky Communities Summary of FHFC Applications Submitted			
Year	**# of FHFC Applications Submitted**	**# Funded**	**Success Rate**
2013	4	2	50%
2014	10	5	50%
2015	9	1	11%
2016	5	3	60%
2017	17	3	18%
2018	17	6	35%
2019	18	3	17%
2020	7	4	57%
2021	9	5	56%
2022	6	4	67%
2023	6	3	50%
2024	10	4	40%
Totals	**118**	**43**	**36%**

3. Experience of Key Personnel

Criteria: Provide an organization chart showing key personnel associated with the development of the proposed project. Describe the individual team members development experience. Resumes may be included.

Provide an organization chart showing key personnel that will be associated with the management of the proposed project, post development. Describe the individual team members affordable housing management experience. Resumes may be submitted

BLUE SKY TEAM

Blue Sky's principals have been developing and managing affordable housing for 50 years in Florida. Blue Sky understands the importance of development funding being spent locally for the benefit of local businesses and residents.

We have the resources and capacity to produce. We align with multiple professional experts to ensure we put together the best team for delivery of quality housing. Blue Sky has a team of 19 employees. Please see attached organizational chart.

President & Principal

Shawn Wilson

Shawn Wilson is the President and Principle of Blue Sky Communities. He is responsible for identifying new opportunities, determining financial feasibility, and interacting with land sellers and other key stakeholders. He creates the financial plan for each development and obtains all necessary funding. He guides the design, permitting, loan closing, and construction administration of all developments.

Shawn got his start in 1992, working with non-profit housing organizations in Miami on recovery efforts in the aftermath of Hurricane Andrew. Since then he has developed dozens of apartment complexes throughout Florida – by leveraging private investment with Federal Housing Credits, SHIP, SAIL, HOME and many other sources. Shawn is a past Chair of the Coalition of Affordable Housing Providers of Florida and current Legislative Affairs Chair. In this position he advocates for full funding of the Sadowski Act directly with lawmakers in Tallahassee.

He holds a bachelor's degree from Ohio University and a master's in public and international affairs from the University of Pittsburgh.

Executive Vice President and Principal

Scott Macdonald

As Executive Vice President and CFO of Blue Sky, Mr. Macdonald is responsible for overseeing development underwriting, managing debt and equity relationships, closing the company's transactions, and overseeing development management after closing. Additionally, he handles the corporate finance responsibilities for the company.

Since joining the firm in 2014, he has closed 27 transactions with total development costs of $580 Million. These transactions have led to the creation and preservation of over 2,400 affordable housing units.

Mr. Macdonald has a Bachelor of Science in Business Administration from Boston University and received a Master in Business Administration from the University of Florida.

Senior Vice President of Development & Construction

Greg Giakoumis

Greg Giakoumis is an experienced Project Manager with an impressive background in affordable housing as a public housing authority finance & compliance consultant. Over the past decade Greg has worked with 23 housing authorities across 13 states. He has led, planned, and executed all aspects of more than 50 projects that encompass over eighteen hundred affordable housing units.

Greg has his bachelor's degree in project management and holds the following certifications: CBO (Certified Building Official), designated by the International Code Council, HCCP (Housing Credit Certified Professional), designated by the National Association of Home Builders, CDT (Construction Document Technologist), designated by the Construction Specification Institute, and PMP (Project Management Professional) that is designated by the Project Management Institute.

Trinity Worship Center International Ministries

Dr. Bishop Charles E. Anderson Sr.

See attached bio/resume

Property Management

Carteret Management Corporation

Carteret Management Corporation is a service-oriented, privately held and family operated corporation with 50 years of experience in managing apartment communities throughout Florida. The company specializes in the management of affordable housing with over 2,800 units. Carteret is the designated approved management organization by Florida Housing Finance Corporation for all Blue Sky properties. Additionally, Carteret is registered as a Real Estate Company through the Florida Department of Business and Professional Regulation.

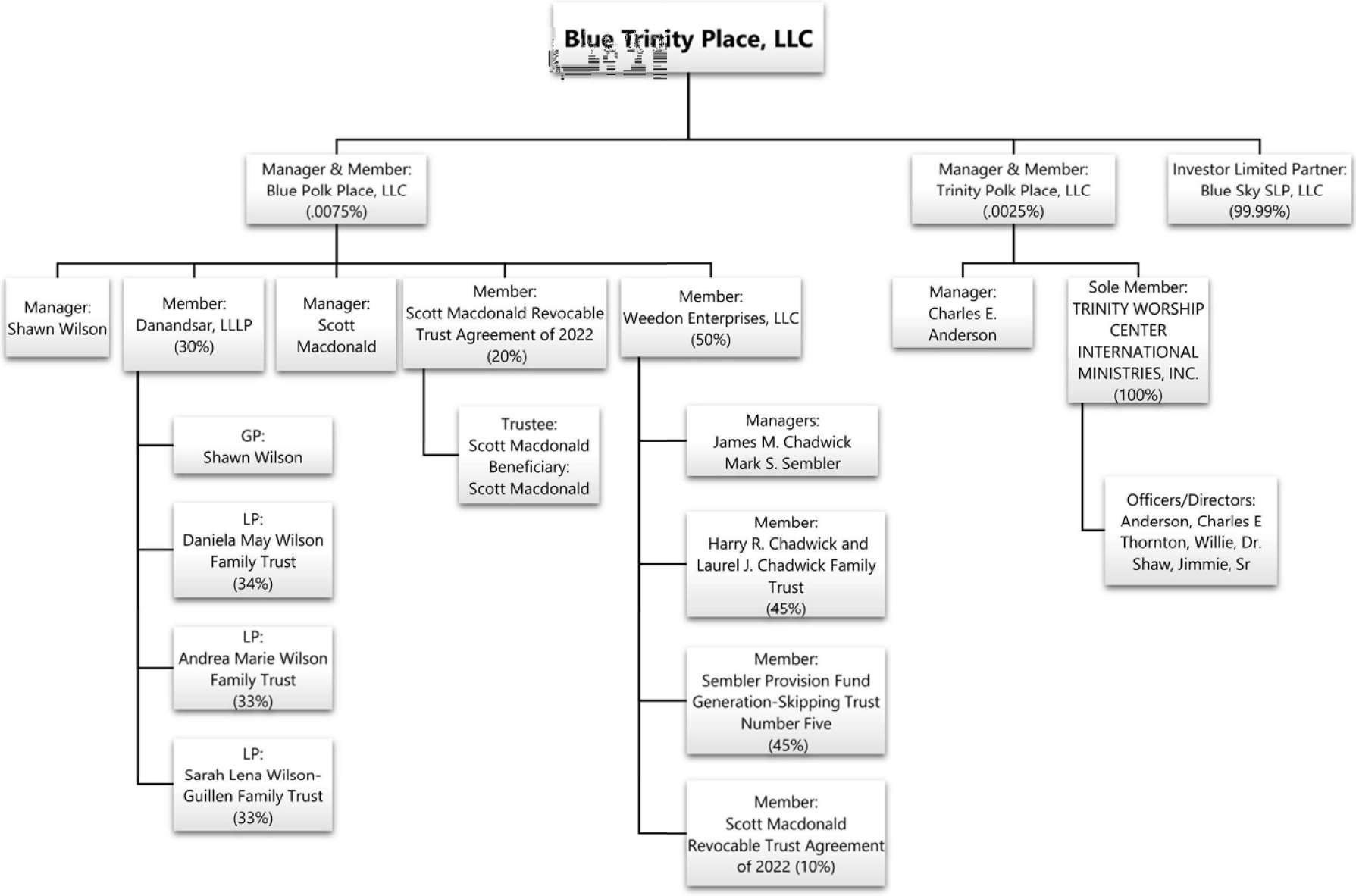
The Carteret approach to property management is one that promotes accountability and oversight to ensure adherence to stringent standards and compliance with all program regulations and guidelines. Carteret takes a proactive, hands-on approach to achieve a common objective with its profit and nonprofit organizations: to provide safe, comfortable, and attractive residential communities that meet the continuing needs of residents. Property management services include the oversight of all day-to-day duties and responsibilities necessary for the professional management of a property, including, but not limited to, 24-hour emergency services, building systems maintenance, marketing and leasing, comprehensive accounting services, staff management and training, insurance analysis and maintenance, and building and grounds maintenance, and supervision of renovations and repairs to buildings.

Carteret's first four decades were focused on developing expertise in various HUD programs, including Sections 202, 236 and 8 of the National Housing Act. To this resume, Carteret has added extensive work in the Low Income Housing Tax Credit (LIHTC) program and other often-related programs like SAIL, HOME, SHIP, state and local Bond programs, NHTF, and others. Carteret is fully equipped to handle the responsibilities of tax credit management, from lease up of new construction to oversight of acquisition/rehab projects, as well as the ongoing compliance burdens associated with tax credits. Carteret currently manages over 3,000 units, in 32 communities in Florida.

Please see attached resume/experience list and org chart.

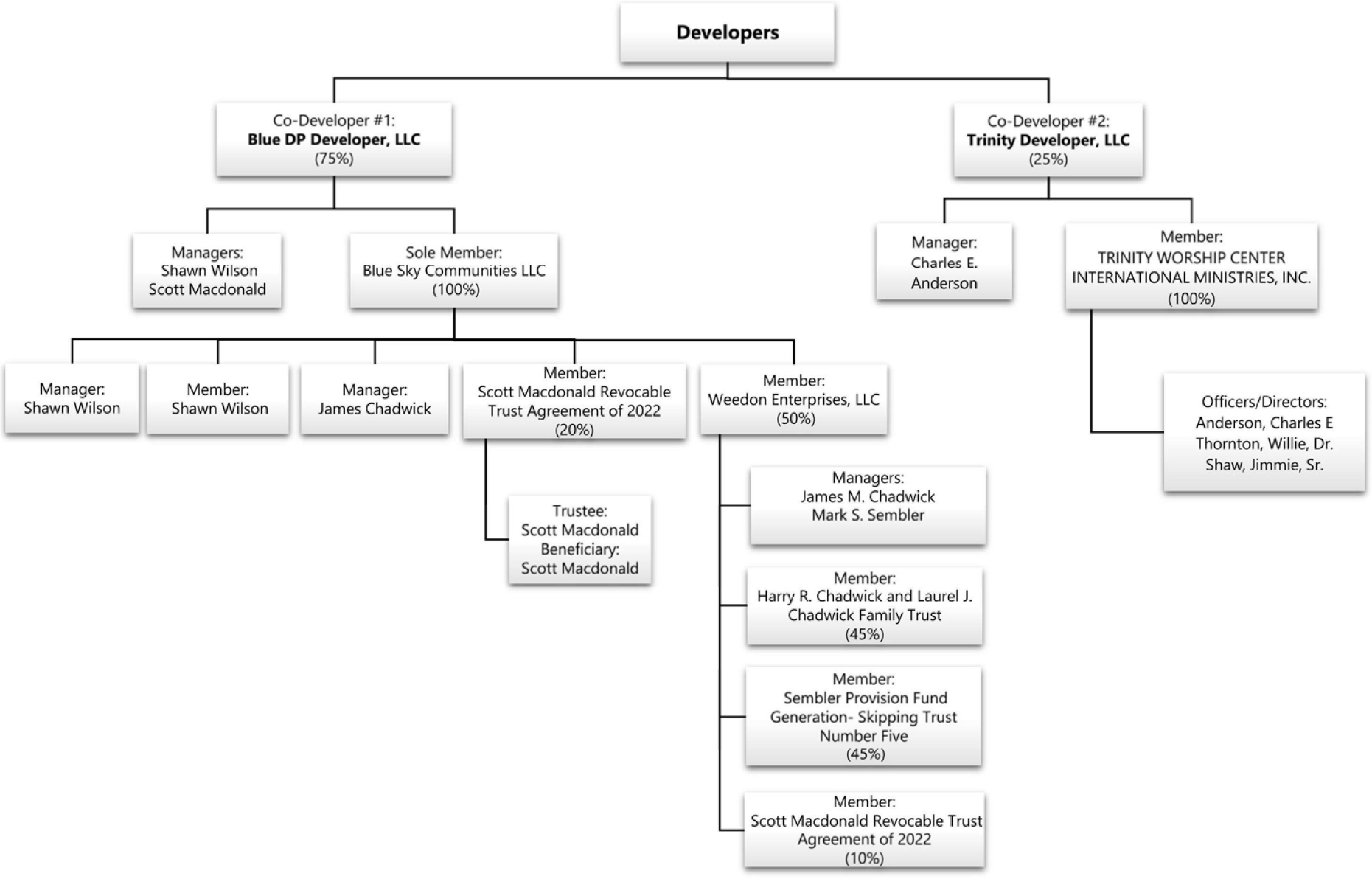
Applicant/Owner Org Chart

Destiny Place – Family



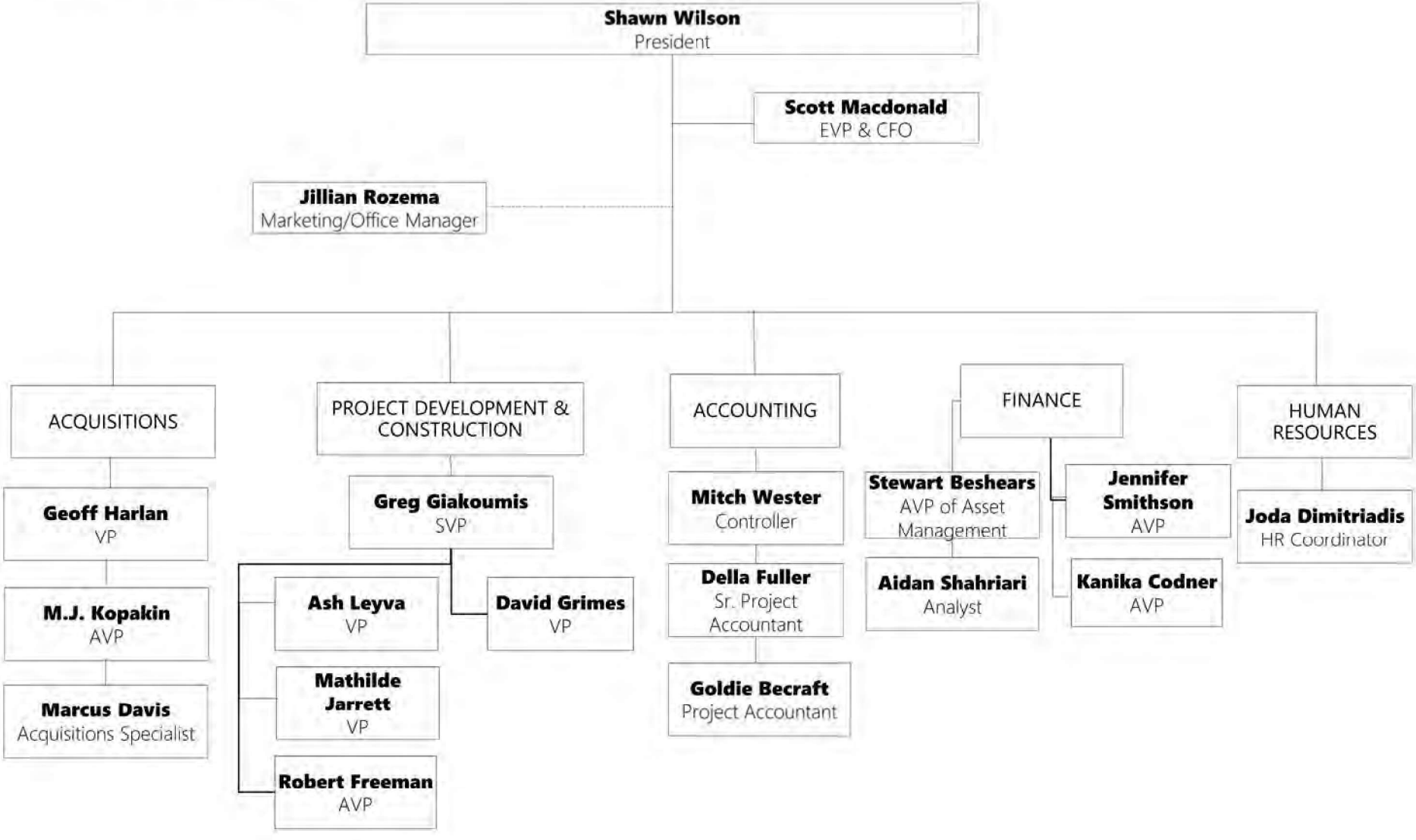
Developer Org Chart

Destiny Place – Family



BLUE SKY COMMUNITIES

Employee Organizational Chart





Inspiring Affordable Housing!

BLUE SKY
COMMUNITIES

180 Fountain Parkway N, Suite 100, St. Petersburg, FL 33716

About Us

Inspiring Affordable Housing

Since 2012, Blue Sky has been inspiring positive change in communities across Florida through high-quality workforce housing development.

As a developer and owner of multifamily affordable housing using the Federal Housing Credits program, Blue Sky is a leading advocate for helping nonprofit groups and local governments reach their affordable housing goals by developing state of the art, environmentally sound affordable housing units.

Through partnerships, Blue Sky helps these groups by developing neighborhood assets that stakeholders can be proud of for decades.

Mission and Vision



Our Mission

To partner with governments and non-profits to develop housing that is affordable for all

Our Vision

Creating a Florida where every family and senior citizen is housing-secure

BLUE SKY COMMUNITIES

Core Values



Quality

Build it to live there



Integrity

Do the right thing



Teamwork

Work together to achieve our goals



Relationships

Do unto others



Transparency

Communicate openly and clearly



Continuous Improvement

Never stop learning



Leadership

Take Ownership of Everything You Do



Stewardship

Manage public resources responsibly

LEADERSHIP

Blue Sky's principals, Shawn Wilson and Scott Macdonald, have a highly-regarded history of responsibly stewarding public funds.

With more than 40 years of combined experience in workforce housing, the Blue Sky executives are innovators in the industry, participating in statewide panels and offering insights to key players in community planning. Our mission is to find the highest quality and most efficient solutions to workforce housing—to create lasting places that families can call home.



Shawn Wilson

President and Founder

A 30+-year affordable housing veteran with experience in several for-profit and non-profit organizations, Mr. Wilson founded and serves as President of Blue Sky Communities. He is responsible for identifying new opportunities, interacting with key stakeholders and guiding the development process.



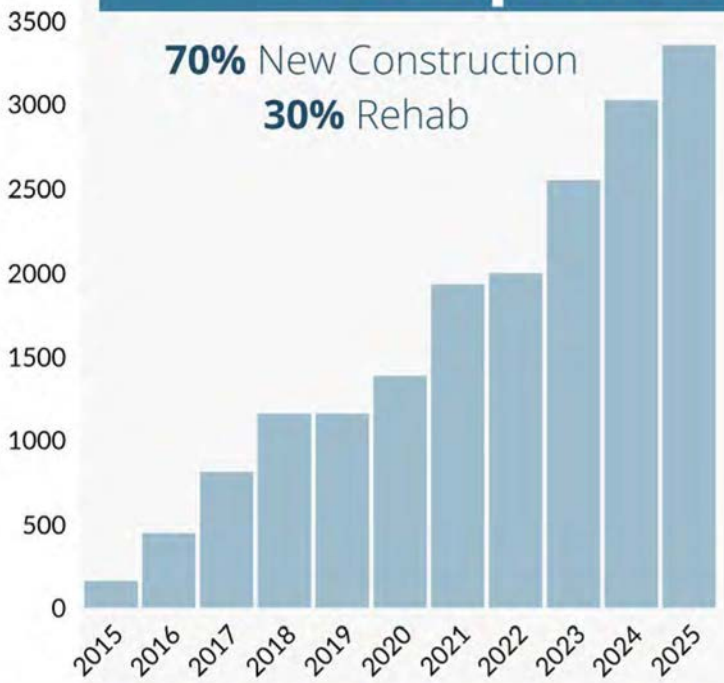
Scott Macdonald

Executive Vice President and CFO

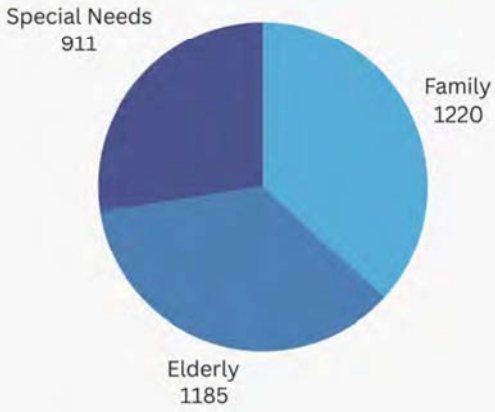
Mr. Macdonald is responsible for overseeing development underwriting, managing debt and equity relationships, closing the company's transactions, and overseeing development management after closing. Additionally, he handles the corporate finance responsibilities for the company. Prior to joining Blue Sky, he worked in commercial real estate lending and equity investments.

OUR COMMUNITIES

Total Units Completed: 3,316

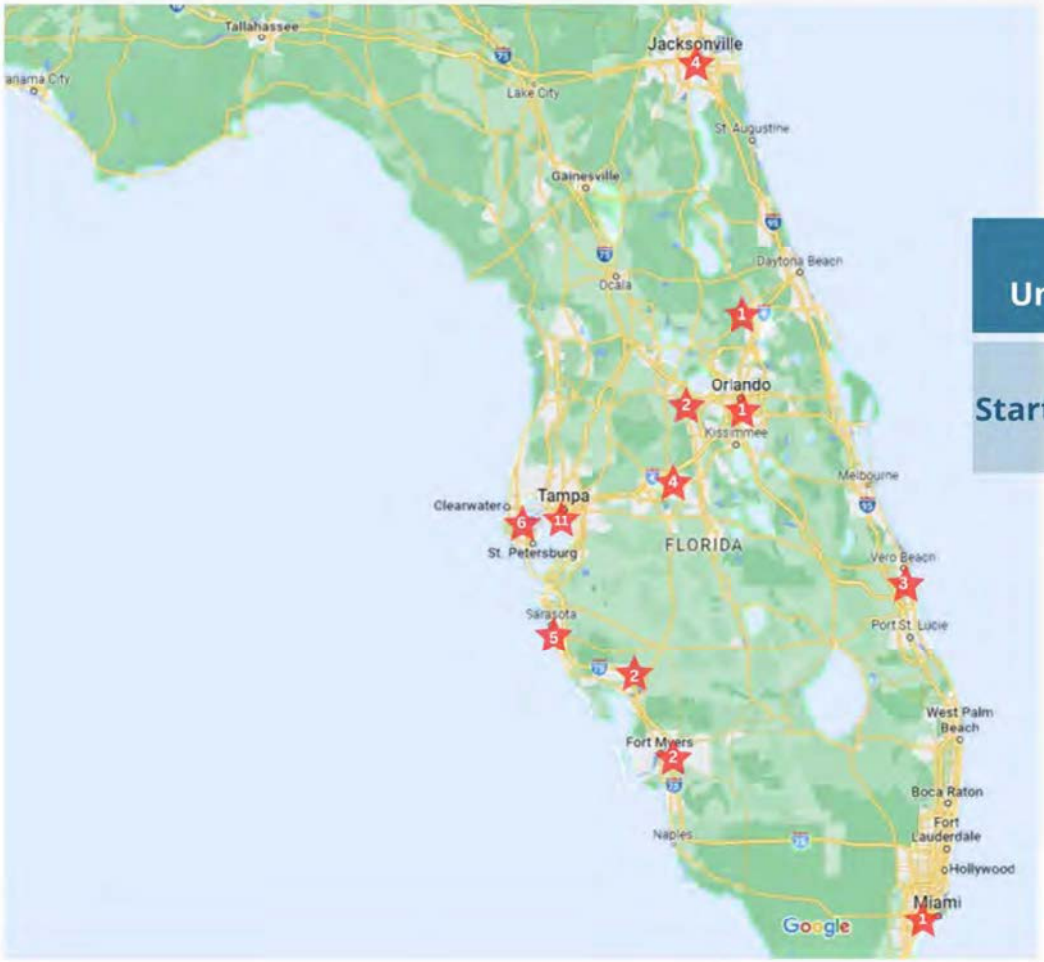


70% New Construction
30% Rehab



19 Joint Ventures with Non-profits

STEADY GROWTH BY THE NUMBERS



434Units Under Construction

487 Units Starting Construction in 2025-26

Awards and Recognition



2025 Pride of Florida Award
Annual Pre-Session Luncheon



2024 Planning and Design Award
for SabalPlace & Preserve at Sabal Park,
from Plan Hillsborough



2024 Best Real Estate Development of the Year
presented by Tampa Bay Business Journal



2023 Community Development Person of the Year (Shawn Wilson), presented by the Florida Community Development Association



2023 Audrey Nelson Community Development Achievement for Fairlawn Village
presented by the National Community Development Association

Awards and Recognition



2022 Planning and Design Award for Uptown Sky
from Plan Hillsborough



2021 Community Impact Award - Corporate Changemaker
from University Area Community

2021 Florida Housing Coalition Award
for creating SabalPlace



2021 Best Real Estate Development of the Year,
presented by Tampa Bay Business Journal



2019 Florida Housing Coalition Statewide Home Matters Conference Woodwinds was awarded for Excellence

Development List

Completed Developments

Development Name/ Location	Total Units	Demographic	Rehab/ New Const.	Financing Program	Year Built
Duval Park St. Petersburg, FL	88	Family/ Veterans	New	9% Tax Credits, SAIL, ELI, Pinellas HOME	2015
Silver Lake Tampa, FL	72	Family	Rehab	9% Tax Credits Hills Co. SHIP	2015
Peterborough St. Petersburg, FL	150	Elderly	Rehab	4% Tax Credits, SAIL, ELI, HUD Transfer (HAP)	2016
Brookside Square St. Petersburg, FL	142	Family	Rehab	4% Tax Credits, SAIL, ELI, HUD Transfer (HAP)	2016
Cathedral Terrace Jacksonville, FL	240	Elderly	Rehab	4% Tax Credits, City SHIP, SAIL, ELI, HUD, Transfer (HAP)	2017
Blue Sky Brandon Brandon, FL	120	Family	New	9% Tax Credits Hills County SHIP	2017
Sweetwater Villas Tampa, FL	56	Family	New	4% Tax Credits Hills County HOME	2018
Woodwinds Clermont, FL	96	Family/ Homeless	New	9% Tax Credits, SAIL, County SHIP	2018
Cathedral Towers Jacksonville, FL	203	Elderly	Rehab	9% Tax Credits, HUD Transfer (HAP)	2018
Arbor Village Sarasota, FL	80	Family/ Homeless	New	9% Tax Credits, SAIL, NHTF	2020
Preserve at Sabal Park Seffner, FL	144	Family	New	9% Tax Credits, County SHIP & HOPE, HFA, FHFC Viability	2020
SabalPlace Seffner, FL	112	Family/ Homeless	New	9% Tax Credits, SAIL, ELI, County SHIP/LHF	2021
Cathedral Townhouse Jacksonville, FL	177	Elderly	Rehab	9% Tax Credits, HUD Transfer (HAP)	2021
Clermont Ridge Clermont, FL	70	Elderly	New	9% Tax Credits, Lake County SHIP	2021
Cypress Village Ft. Myers, FL	95	Family/ Homeless	New	9% Tax Credits, SAIL, ELI, Lee County HOME	2021
Sandpiper Place Bradenton, FL	92	Family	New	9% Tax Credits, Manatee County SHIP	2021
SkyWay Lofts St. Petersburg, FL	65	Family	New	9% Tax Credits, City SHIP, Penny for Pinellas	2022
Fairlawn Village Orlando, FL	116	Family/PSH	New	4% Tax Credits, SAIL, ELI, NHTF, City HOME	2023
Ashley Square Jacksonville, FL	120	Elderly	New	4% Tax Credits, SAIL, ELI, NHTF, Jax HFA, HOME	2023
Swan Lake Village Lakeland, FL	84	Family Disabling Condition	New	9% Tax Credits, SAIL, ELI, City HOME	2023
Blue Sky Landing Fort Pierce, FL	82	Family	New	4% Tax Credits, CDBG	2023
Uptown Sky Tampa, FL	61	Family	New	4% Tax Credits, County SHIP, HOPE, Tax Exempt Bonds	2023
Jacaranda Place Port Charlotte, FL	88	Family Disabling Condition	New	9% Tax Credits, SAIL	2023

Development List

Completed Developments Continued

Development Name/ Location	Total Units	Demographic	Rehab/ New Const.	Financing Program	Completion
Blue Sky Landing II Fort Pierce, FL	82	Family	New	9% Tax Credits	2024
Swan Landing Lakeland, FL	88	Family	New	9% Tax Credits, City LGAO Grant	2024
Florence Place Winter Haven, FL	88	Family	New	9% Tax Credits, Polk County HOME/ARP	2024
The Adderley Tampa, FL	128	Family	New	9% Tax Credits, City of Tampa	2024
Bear Creek Commons St. Petersburg, FL	85	Elderly	New	4% Tax Credits, SAIL, ELI, City LGC & Penny	2024
Alto Tower Miami, FL	84	Family Homeless	New	9% Tax Credits, SAIL, ELI, NHTF	Q1 2025
Casa di Francesco Seffner, FL	140	Elderly	New	4% Tax Credits, SAIL, ELI, HFA Bonds and LGC	Q1 2025
Jersey Commons Winter Haven, FL	68	Family/Special Needs	New	9% Tax Credits, HOME-ARP, NHTF	Q1 2025

Developments Under Construction

Development Name/ Location	Total Units	Demographic	Rehab/ New Const.	Financing Program	Est. Completion
SkyWay Lofts II St. Petersburg, FL	66	Family	New	4% Tax Credits, Pinellas HFA, Penny, City Funds	Q4 2025
Lake Bluetail Hillsborough County, FL	120	Family	New	4% Tax Credits, County Tax Exempt Bonds	Q4 2025
New Trail Plaza Sarasota, FL	96	Family	New	9% Tax Credits, Hillsborough County	Q1 2026
Blue Coral Cape Coral, FL	72	Family/Special Needs	New	9% Tax Credits, County ARPA, NHTF	Q1 2026
Cedar Cove Bradenton, FL	80	Family/ Homeless	New	9% Tax Credits, County HOME ARP, SW/TIF	Q4 2026

Developments Starting Construction in 2025-2026

Development Name/ Location	Total Units	Demographic	Rehab/ New Const.	Financing Program	Est. Const. Start
The Loop Brandon, FL	77	Family/Special Needs	New	4% Tax Credits, County Tax Exempt Bonds	2025
New York Avenue Apt DeLand, FL	84	Family	New	4% Tax Credits (RRLP)	2025
Blue Deep Creek Port Charlotte, FL	70	Family	New	9% Tax Credits, County HOME	2025
Legacy Village Sarasota, FL	60	Family/ Developmental Disabilities	New	9% Tax Credits, NHTF, Grant, County Loan	2026
Rio Palma Tampa, FL	90	Family	New	9% Tax Credits, County HOME	2026
Sunrise Village Fort Pierce, FL	106	Family	New	9% Tax Credits, City Loan	2026









Swan Lake Village

2010 GRIFFIN ROAD
LAKELAND, FL 33810

Family Disabling Condition

Number of Units: 84

Completed: 2023

Construction Type: New Construction

Total Development Cost: $22 Million

Funding: 9% Tax Credits, SAIL, ELI, City HOME, City & County Impact Fee Waiver

Swan Lake Village, located at 2762 Swan Village Boulevard in Lakeland, Florida, is a garden-style community offering 84 units, including 48 one-bedroom and 36 two-bedroom apartments. Each apartment features energy-efficient design, balconies, in-unit laundry hookups, pantry closets, and open floorplans for ease and convenience.

The community includes amenities such as a clubhouse, fitness center, and swimming pool to enhance residents' lifestyles. Swan Lake Village is also supported by an on-site case management team dedicated to helping residents thrive.

BLUE SKY COMMUNITIES

CASL Transforming Lives

180 Fountain Pkwy., Ste. 100, St. Petersburg FL
blueskycommunities.com









Swan Landing

12030 SWAN LANDING DR
LAKELAND, FL

Family Housing

Number of Units: 88

Completed: 2024

Construction Type: New Construction

Total Development Cost: $25.7 Million

Funding: FHFC 9% Tax Credits, Raymond James Tax Credit Funds, City of Lakeland, Polk County SHIP/HOME and Neighborhood Lending Partners.

Swan Landing is a new apartment development conveniently located in Lakeland, Florida. This 3-story housing community consists of 39 one-bedroom, 45 two-bedroom and 4 three-bedroom units totaling 88 units.

All apartments are equipped with multiple energy efficient features. Amenities include a clubhouse with ta lounge, leasing offices, fitness center, swimming pool and a playground

BLUE SKY COMMUNITIES

180 Fountain Pkwy., Ste. 100, St. Petersburg FL
blueskycommunities.com









Florence Place

2009 ANDOLINI LANE
WINTER HAVEN, FL

Family Housing

Number of Units: 88

Completed: 2024

Construction Type: New Construction

Total Development Cost: $26,7 Million

Funding: FHFC 9% Tax Credits, Raymond James Tax Credit Funds, Polk County

Florence Place is a new apartment development conveniently located in Winter Haven, Florida. This mid-rise housing community will consist of 36 one-bedroom, 44 two-bedroom and 8 three-bedroom units totaling 88 units.

All apartments will be equipped with multiple energy efficient features. Amenities include a clubhouse with fitness and activity rooms, a beautiful pool and playground, and ample parking.

BLUE SKY COMMUNITIES

180 Fountain Pkwy., Ste. 100, St. Petersburg FL
blueskycommunities.com

FLORENCE
PLACE

















RIBBON CUTTING & RESIDENT APPRECIATION DAY

SEPTEMBER 14, 2024



FLORENCE
PLACE













Jersey Commons

1115 WILSON DRIVE
WINTER HAVEN, FL 33881

Special Needs Housing

Number of Units: 68

Completed: 2025

Construction Type: New Construction

Total Development Cost: $22.9 Million

Funding: FHFC 9% Tax Credits, HOME-ARP, NHTF, Raymond James Tax Credit Funds and TD Bank

Jersey Commons is an exciting new affordable housing development in Winter Haven, Florida. This community features three buildings, offering a total of 68 units, with 52 one-bedroom units and 16 two-bedroom units.

Residents also have access to fantastic amenities, including a fitness center, a community room, and coordinated residential services. Jersey Commons aims to provide comfortable and affordable housing options for individuals and families in Winter Haven, Florida.

BLUE SKY COMMUNITIES

CASL Transforming Lives

TriCounty HUMAN SERVICES INC

180 Fountain Pkwy., Ste. 100, St. Petersburg FL
blueskycommunities.com



Dr. Bishop Charles E. Anderson Sr.

canderson@Trinityicc.com

Dr. Anderson is Senior Pastor and founder of Trinity Worship Center International Ministries, located in Haines City, Florida. Trinity has campuses located in Haines City, Florida, Sebring, Florida and Lakeland, Florida Dr. Anderson is a local community leader in Polk county. Who has served his community for the past 30 years. He has served on the Board of Directors for several organizations, in Highlands, Hardee and Polk Counties. His education and experience has afforded him the opportunity to champion several non-profit organizations where he serves as CEO and appointed to positions both on a local and State level.

Dr. Anderson, served in the fire service for over 30 years and is currently retired.

Served as the code enforcement officer for the city of Avon Park for 15 years. Where he was responsible for the enforcement of city codes and ordinances. Part of his responsibility included ensuring that both new and existing properties comply with the city's codes while serving on the city's architectural review committee.

Served as the Chief Fire Official and Director of Safety Fire and Health Compliance for Orange Public Schools for 13 years, Orange County public Schools is the 9th largest school district in the nation. He responsibly included ensuring that the district complied with all occupational safety and health administration, rules, and regulations, ensuring that all new and existing schools and facilities comply with all applicable building codes and fire codes.

- Appointed by the Polk County School Board to serve on the community oversight team for Boone Middle School
- Served on the Polk County Shreiff Grady Judd's leadership council
- Served on the Board of Directors at Highlands Regional Medical Center for the Past 16 years
- President of Mission to Africa: Working with the President of Ghana, The Deputy Governor of Cross River state to provide medical supplies and quality health care to villages in East and West Africa Region
- Appointed by Governor Jeb Bush to serve on Highlands County Housing Authority
- Served on the Board of Directors of Hospice of Highlands and Hardee County,

- Served on the Board of Directors at Highlands County YMCA
- Served on the Board of Director at Ridge area ARC
- Served on the United Way of Highlands County Fund Distribution Board
- Currently serving on the Board of Director at Central Florida Health Care, Inc.
- Currently serving on the Equity Diversity and inclusion Advisory Board at Advent Health Heart of Florida Haines City, Florida
- Currently Serving on the Planning and Zoning Board at the City of Haines City, Haines City, Florida
- Currently Serving on the Board of Adjustment and Appeals at the City of Haines City, Haines City, Florida
- Currently Serving on the Community Health Advisory Board at AdventHealth Heart of Florida, Haines City, Florida
- Currently Serving on the QAPI/ Patient Safety Committee at AdventHealth Heart of Florida , Haines City, Florida
- Currently Serving as the Senior Chaplin for the Haines City Police and Fire Department, Haines City Florida, Florida
- Hosted and produced a weekly television show on WOCX Chanel 5 (PSA, Public Safety Awareness) For 5 years
- Obtained a Doctorate of Divinity Logos, University
- Obtained a Masters Degree in Biblical Studies Logos, University
- Obtained a Masters degree in ministry Leadership Warner, University
- Obtained a Bachelor Degree Biblical Studies Logos University
- Director of St. Chad Diocese of East and West Africa
- 13 years - Board of Trustees of Highlands Regional Medical Center- Sebring Florida
- Retired Chief Fire Official for Orange County Public Schools, Orlando Florida
- 28 Years' experience in emergency disaster management and preparedness, fire service and safety management emergency medical services

Management Experience



We propose Carteret Management Corporation as the property management agent. This company is an affiliate of Blue Sky Communities and is the property management company for all of Blue Sky's developments. Blue Sky and Carteret share an office, which ensures seamless continuity at all times.

Formed in 1971, Carteret has multi-generational knowledge of how to properly manage workforce housing. Carteret's first four decades were focused on developing expertise in various HUD programs, including Sections 202, 236 and 8 of the National Housing Act. To this resume, Carteret has added extensive work in the Low-Income Housing Tax Credit (LIHTC) program and other often-related programs such as SAIL, HOME, SHIP, state and local Bond programs, and NHTF.

Carteret's property management services include the oversight of all day-to-day duties and responsibilities necessary for the professional management of a property, including, but not limited to, 24-hour response, building systems maintenance, marketing and leasing, comprehensive accounting services, staff management and training, building and grounds maintenance, and supervision of renovations and repairs to buildings. Their commitment to physical maintenance, curb appeal and resident satisfaction is unparalleled in the affordable housing world. Carteret takes an active approach to achieving strong resident relations, strict programmatic compliance, and excellent physical asset management. From initial contact with applicants through the move in process, management works with tenants to understand property rules and establish parameters for being a good neighbor. On-site staff works hand-in hand with regional teams and a third-party compliance company to ensure that tenant qualifications are handled in a thorough and proper manner. Ongoing interaction with the residents allows management to address any concerns, mediate conflicts, and encourage positive community spirit. Carteret also places emphasis on regular site inspections and proactive maintenance plans to ensure that the physical asset is maintained at the highest standard.

Carteret is an Accredited Management Organization through the Institute of Real Estate Management (IREM), with Laurel Macdonald, President of Carteret, as its executive CPM, and is also certified as a Woman Business Enterprise ("WBE") through National Women Business Owners Corporation ("NWBOC") and the City of Tampa through the Minority and Small Business Development certification program. Carteret's leadership team and on site staff hold various designations including BOS, COS, C3P, HCCP, TCS, CAMT, CPO and EPA certifications.

Carteret's comprehensive approach to management services has contributed to five decades of success in the oversight of affordable housing properties. We invite you to drive by Carteret's managed communities, we think you will be impressed with the cleanliness and state of repair, as well as overall curb appeal of these properties.

Management Experience

Blue Sky Developments Managed by Carteret

Carteret Management Corporation

Development Name	Location	Total Units	Managed Since	Demographic	Affordable/ Workforce
Duval Park	St. Petersburg, FL	88	2015	Family/ Veterans	Affordable
Silver Lake	Tampa, FL	72	2015	Family	Affordable
Peterborough	St. Petersburg, FL	150	2016	Elderly	Affordable
Brookside Square	St. Petersburg, FL	142	1971	Family	Affordable
Cathedral Terrace	Jacksonville, FL	240	2009	Elderly	Affordable
Blue Sky Brandon	Brandon, FL	120	2017	Family	Affordable
Sweetwater Villas	Tampa, FL	56	2018	Family	Affordable
Woodwinds	Clermont, FL	96	2018	Family/ Homeless	Affordable
Cathedral Towers	Jacksonville, FL	203	2009	Elderly	Affordable
Arbor Village	Sarasota, FL	80	2020	Family/ Homeless	Affordable
Preserve at Sabal Park	Seffner, FL	144	2020	Family	Affordable
SabalPlace	Seffner, FL	112	2021	Family/ Homeless	Affordable
Cathedral Townhouse	Jacksonville, FL	177	2009	Elderly	Affordable
Clermont Ridge	Clermont, FL	70	2021	Elderly	Affordable
Cypress Village	Ft Myers, FL	95	2021	Family/ Homeless	Affordable
Sandpiper Place	Bradenton, FL	92	2021	Family	Both
SkyWay Lofts	St. Petersburg, FL	65	2022	Family	Both
Fairlawn Village	Orlando, FL	116	2023	Family/PSH	Affordable
Ashley Square	Jacksonville, FL	120	2022	Elderly	Affordable
Swan Lake Village	Lakeland, FL	84	2023	Family/ Disabling Condition	Affordable
Blue Sky Landing	Fort Pierce, FL	82	2023	Family	Affordable
Uptown Sky	Tampa, FL	61	2023	Family	Affordable
Jacaranda Place	Port Charlotte, FL	88	2023	Family/ Disabling Condition	Affordable
Swan Landing	Lakeland, FL	88	2024	Family	Affordable
Florence Place	Winter Have, FL	88	2024	Family	Affordable
The Adderley	Tampa, FL	128	2024	Family	Affordable

Management Experience

Additional Developments Managed by Carteret

Development Name	Location	Total Units	Managed Since	Demographic	Affordable/ Workforce
Rio Vista Village	St. Petersburg, FL	248	1973		Market Rate
540 Town Center	St. Petersburg, FL	145	1980	Elderly	Affordable
Epiphany Manor	Port Orange, FL	72	1989	Elderly	Affordable
Prince of Peace Villas	Ormond Beach, FL	70	1996	Elderly	Affordable
Cathedral Court	Jacksonville, FL	16	2009	Disabled	Affordable
Philip Benjamin Tower	St. Petersburg, FL	197	2012	Elderly	Affordable

Carteret Management Corporation

Contact Information:
Laurel Macdonald
(813) 384-4832
LMacdonald@carteretmgmt.com
180 Fountain Parkway N, Suite 100
St. Petersburg, FL 33716
www.carteretmanagement.com

4. Understanding of FHFC

Criteria – Understanding of FHFC rules, regulations, and funding including RFA 2025-202:

Describe your firm/team/organization's understanding and experience with FHFC rules, regulations and funding opportunities. Specifically discuss FHFC RFA 2025-202, as you currently understand it, and your approach to successful funding.

Discuss any major challenges your team has identified specific to this project and FHFC RFA 2025-202 and how you intend to address those issues.

UNDERSTANDING AND EXPERIENCE WITH FHFC:

As shown in Section 2, Blue Sky has submitted 118 applications to FHFC and been awarded 43, demonstrating both deep experience and a proven ability to navigate FHFC's rules, regulations, and funding priorities. Our team actively tracks RFA updates, participates in FHFC workshops, and incorporates new scoring criteria each cycle to maximize competitiveness.

UNDERSTANDING RFA 2025-202

This application will be a Priority 1 application and score 15 points, the maximum points available for this RFA. All Threshold items, Site Control, Financing Commitments, Applicant/Principal Disclosure, Experience, etc., will be met.

Point Items	Maximum Points
Submission of Principals Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline	5
Bookmarking Attachments prior to submission	5
Local Government Contribution Points	5
Total Possible Points	**15**

For RFA 2025-202, the most notable change is that Polk and Lee Counties are now considered Large Counties. The RFA's funding structure prioritizes one Application in each of the original six Large Counties that qualifies as a SADDA/GAO or Local Government Area of Opportunity (LGAO), followed by one or two in Polk and Lee, with a preference in Polk. Priority 1 applications are selected first.

The sorting order for LGAO applications is as follows:

1. First, by the Application's eligibility for the Development Category Funding Preference.
   This application is New Construction and will meet this preference.
2. Next, by the Application's Leveraging Classification.
   This application will be in Group A and will meet this preference.
3. Next, by the Applications that qualify as Tier 1 application (Permit Ready).
   This is new to the Large 9% RFA. It was a goal in the 2024-201 (Medium 9%) and only 3 applications submitted for this goal, none were in Polk County. While it is possible another Polk site could qualify, it is unlikely.
4. Next, by the Application's eligibility for the Florida Job Creation Funding Preference.
   This application will qualify for this preference.
5. And finally, by lottery number, resulting in the lowest lottery number receiving preference.
   Lottery numbers are selected by FHFC using a government approved random number selection procedure.

ADDITIONAL IMPORTANT INFORMATION

We would like to make the city aware of a way to double their chances of getting possibly two new affordable housing projects funded by FHFC in 2025. This could happen if the city supports Destiny Place in RFA 2025-202 AND if the city supports a different site in RFA 2025-205. Destiny Place cannot apply in 2025-205 because it is not in a "130% Boost area". If there are other sites that are in a 130% Boost area the city should support those sites for 2025-205. This information can be found by on this website: https://www.huduser.gov/portal/sadda/sadda_qct.html and searching the address of the site.

APPROACH TO SUCCESSFUL FUNDING

Our approach is to anticipate FHFC priorities, ensure every threshold item is met, secure strong local government partnerships, and structure applications to fully align with the scoring methodology. This proactive, detail-oriented strategy has consistently positioned Blue Sky as one of FHFC's most successful developers, and we will apply the same discipline to this application.

CHALLENGES & SOLUTIONS:

- **Challenge**: First year Polk is classified as a Large County, creating uncertainty in the volume and competitiveness of LGAO applications.
    - **Solution:** Our team has carefully selected a site that meets all threshold requirements and leverages strong local government support, positioning the application to stand out.

- **Challenge:** New Tier 1 (Permit Ready) requirement could provide an advantage to any competing site.
    - **Solution:** Based on prior RFAs and Polk County's permitting environment, the likelihood of a Tier 1 competitor is low. Our team has nonetheless evaluated this risk in site selection and is confident the chosen site remains highly competitive without Tier 1 status.

- **Challenge:** Lottery ranking remains an uncontrollable factor.
    - **Solution:** While the lottery cannot be influenced, our approach is to maximize all other scoring categories so the application remains highly competitive regardless of lottery position.

5. Local Impact

Criteria: Describe your firm's approach and ability to maximize utilization of local resources, to include, local suppliers, equipment providers, subcontractors, and laborers.[1]

OBJECTIVES

- Maximize local participation in sourcing materials, labor, and services.
- Promote economic development by prioritizing local businesses and workforce.
- Ensure quality and sustainability through careful selection and collaboration.
- Foster long-term relationships with trusted partners for future developments.

STAKEHOLDER IDENTIFICATION

- Local suppliers: Providers of concrete, lumber, steel, electrical and plumbing fixtures, and finishing materials.
- Equipment providers: Companies renting or selling heavy machinery, construction tools, safety equipment, and vehicles.
- Subcontractors: Specialists in framing, electrical work, plumbing, HVAC, roofing, landscaping, and more.
- Laborers: Skilled and unskilled workers, including masons, carpenters, electricians, plumbers, painters, and general labor.

OUTREACH STRATEGY

1. RESEARCH & MAPPING

- Compile a database of Winter Haven-area suppliers, equipment providers, subcontractors, and labor unions using local business directories, trade associations, and Chamber of Commerce resources.

2. COMMUNICATION CHANNELS

- Develop targeted outreach materials (flyers, brochures, digital presentations) highlighting the project, timeline, and opportunities for local involvement.

3. COMMUNITY ENGAGEMENT EVENTS

- Host informational meetings at a community center to introduce the project and hear from stakeholders.
- Organize supplier and subcontractor open houses, where local businesses can meet the project team and discuss partnership opportunities.

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[1] Drafting assistance for this section provided by MS-Copilot

- Participate in local trade fairs and Chamber of Commerce events to network with prospective partners.

4. TRANSPARENT BIDDING AND PROCUREMENT

- Streamline documentation requirements to lower barriers for small and emerging businesses.
- Evaluate bids based not only on price, but also on local presence.

5. TRAINING AND WORKFORCE DEVELOPMENT

- Offer incentives for subcontractors who hire and retain local talent.

IMPACT ON AFFORDABLE HOUSIHNG SUPPLY

Criteria: Identify the scope of your project and its projected impact on the supply of affordable housing and/or services in Winter Haven.

Below is a list of FHFC properties in Winter Haven. There are only 4 family developments that were built after 2000. The other 2 are for special needs/homeless and elderly demographics. All developments show strong occupancy rates averaging 98-99% over a 12 month period. With the exception of one developments even the older properties are seeing strong occupancy rates.

The supply of affordable housing in Winter Haven remains extremely limited, particularly for families. Of all FHFC-financed developments in the city, only four family properties have been built since 2000. Two additional properties serve elderly households, and one serves special needs/homeless populations. Across all developments, occupancy remains consistently strong, averaging 98–99% over the past 12 months, underscoring the ongoing demand for affordable housing. Even the oldest properties continue to report high occupancy, with the exception of one elderly development.

FHFC Properties in Winter Haven

Development Name	Street	Demographic	Total Units	Yr Built	Avg Occ
Florence Place	2009 Andolini Lane	**Family**	88	2024	99%
Tupelo Vue	525 Avenue G NW	**Family**	70	2016	97%
Wahneta Palms	116 Wahneta St E	**Family**	64	2011	99%
Villas at Lake Smart	4225 Vista Del Lago Dr	**Family**	220	2003	98%
FHFC Properties built after 2000 – Other Demographics					
Lakeview Tower	745 Avenue A SW	Elderly	156	2021	98%
Jersey Commons	1115 Wilson Dr	Special Needs/Homeless	68	2025	100%
FHFC Properties built prior to 2000					
Lakeside Terrace Senior	391 Avenue O, NE	Elderly	84	1984	95%
Hudson at Grove Manor	Scattered Sites	Elderly	84	1984	99%
Cypress Cathedral	1601 Havendale Blvd NW	Elderly	68	1983	99%
Ridgewood	2201 Ridgewood Rd NW	**Family**	33	1982	99%
Episcopal Catholic	500 Avenue L, NW	Elderly	199	1974	78%
Palm Place	2401 2nd St NW	**Family**	90	1971	95%

This data highlights that Winter Haven's newer affordable housing supply lags significantly behind demand, six developments added in the past two decades. The consistently high occupancy rates across all demographics demonstrate the critical need for additional affordable units. The proposed project directly addresses this gap by expanding the limited supply of modern, affordable housing in Winter Haven.

IMPACT COMMUNITY HEALTH, SAFETY, AND WELFARE

Criteria: Discuss your proposed project's ability to positively impact community health, safety, and welfare within the City of Winter Haven.

Dr. Anderson has presented to Central Florida Health Care the vision of establishing a health center on the Destiny Place site, see attached letter of support. The proposed center would provide affordable medical, dental, and behavioral health services to both residents and the surrounding community. By increasing access to essential healthcare, the project will support improvements in overall health, safety, and welfare within the City of Winter Haven.

Central Florida Health Care
Health Care With a Heart

Administration
47 5th St NW, Winter Haven, FL 33881
Phone (863) 291-5110

September 11, 2025

City of Winter Haven
451 Third Street NW
Winter Haven, Florida 33881

Dear City of Winter Haven City Commissioners and Staff:

Central Florida Health Care Inc. (CFHC) is honored to write a letter of support for the Destiny Place development, a proposed 88-unit affordable housing development for families and is a joint venture between Blue Sky Communities and Trinity Worship Center International Ministries, inc.

Dr. Charles Anderson, who leads Trinity Worship Ministries/Trinity Church in Haines City serves on the Central Florida Health Care Board of Directors. He is very dedicated and passionate board member who supports our mission and vision in providing quality health care to over 80,000 individuals at our 17 health centers located in Highlands, and Hardee counties.

Dr. Anderson's vision is to have a health center located at Destiny Place to provide affordable medical, dental, and behavioral health services, pharmacy, lab and x-ray services for the residents and community members. Dr. Anderson has met with me over the last year about this opportunity and presented the proposal at our board of directors meeting in August 2025.

The CFHC board of directors and the senior leadership team are very supportive of this opportunity to have a patient centered medical home located in an area where there is great need for health care services.

With the continued growth in Polk County, this shared vision for affordable housing and affordable health care services will be a great addition to our Winter Haven community.

Dr. Anderson's passion and heart to serve is truly an inspiration to all who know him. I have the upmost respect for him and his dedication and ministry to serve.

Sincerely,

Ann Claussen

Ann Claussen, CEO
Central Florida Health Care, Inc.

6. Organizational Resources

Criteria: Please describe your firm/team/organization's operational stability, available resources, and overall ability to complete the proposed project, if selected for funding by FHFC.

Earlier in this response, we outlined how our internal team can complete the project. Below is a list of the external team members who will help with Destiny Place

CIVIL ENGINEER

Highland Engineering
1172 S. Grand Highway
Clermont, Florida 34711

ARCHITECT

Powell Studio Architecture
713 W. Montrose St.
Clermont, FL 34711

Blue Sky has completed 5 developments including Florence Place and Jersey Commons.

LANDSCAPE ARCHITECT

Dark Moss LLC
Richard Peterika
308 E 7th Ave
Tampa, FL 33602

Richard Peterika has over 15 years of experience in landscape architecture, land use planning, and urban forestry. Richard has been the arborist or landscape architect of record for 15 multi-family housing developments in Central Florida since 2011; on several projects he provided both scopes. Richard was responsible for all tree-related tasks, landscape, design, and construction administration for most of Blue Sky Communities recent developments which include Jersey Commons (Winter Haven), Florence Place (Winter Haven), Swan Landing (Polk County) and Swan Lake Village. Richard is a board certified master arborist, certified planner, and LEED Accredited Professional

Please see attached company information.

Highland Engineering, Inc.

1172 S. Grand Highway
Orlando, FL 32806
(407) 275-7877

FIRM PROFILE

Highland Engineering, Inc. is a Central Florida based consulting civil engineering firm with a staff of 7 professionals. Highland Engineering specializes in civil engineering, planning, land use / zoning process, due diligence studies, eminent domain services, stormwater management / drainage studies, water distribution and wastewater collection/transmission systems, roadways, site development, site permitting, bidding, and construction administration services. Highland Engineering staff has over 90 collective years of diverse experience in these areas of expertise serving both public and private clients. This qualified team combines solid engineering practices with extensive local knowledge and relationships with regulatory/permitting agencies to deliver technically sound and cost-effective solutions to every engineering project.

Highland Engineering, Inc. principals take an active role in both the daily project management responsibilities and the completion of technical work on each of the firm's assignments. Our thorough and knowledgeable perspective regarding project details, schedules and applicable development codes/regulations enables us to effectively guide clients through the intricacies of regulatory agency permitting and consequently to the success of the project.

We at Highland Engineering, Inc. know our individual and firm reputation is based on providing high quality and timely professional civil engineering consulting services and work products that meet and/or exceed our clients' expectations and are committed to providing such services. We also recognize the importance of computer technology to the engineering profession and are equipped with the latest technological equipment and software to provide the best possible service to our clients.

Jeffery W. Banker, P.E.

Principal / Project Manager

Highland Engineering, Inc.
Clermont, Florida 34711

Education

B.S., Civil Engineering, Louisiana State University 1998

Civil Design Certification, ITI Technical College, Baton Rouge, LA 1995

Registrations

Registered Professional Civil Engineer
Florida #64122
Louisiana #30960
Alabama #29873
Georgia #33974

Affiliations

American Society of Civil Engineers

Florida Engineering Society

Louisiana Engineering Society

Employment History

Highland Engineering, Inc. (06/2007 – present)

Professional Engineering Consultants, Inc. (01/2003 – 05/2007)

GSA, Inc. (05/1993 – 01/2003)

Eatel, Inc. (01/1987 – 05/1993)

Professional History

Mr. Banker's professional experience includes an extensive background in the area of Civil Site Development and Municipal Engineering with direct involvement in a broad spectrum of project related tasks such as: due diligence investigations, planning and design, comprehensive land use plan and zoning, project management, project scheduling, cost estimating, construction documents, site grading, utility improvements, hydraulic modeling, stormwater management analysis, regulatory agency coordination and construction administration. Mr. Banker has extensive hands on skills and expertise with today's advanced design software, enabling him to be a highly effective project manager.

Project Experience

Governmental / Institutional / Educational Facilities:

- **Municipal**
  - City of Mascotte – Public Safety Facility
  - City of Groveland – Public Safety Facility
  - City of Tavares – Entrance Triangle
  - City of Haines City – Public Safety Facility
- **Valencia College**
  - West Campus – Master Stormwater Management System Study
  - West Campus – Master Stormwater Management System Improvements
  - West Campus – Building 10 Sidewalk Improvement Project
  - West Campus – Building Nos. 9 and 14 Sewer System Evaluation/Remediation Improvements
  - West Campus - Building 10
  - West Campus – Loop Watermain
  - West Campus - Perimeter Roadway Improvements
  - Osceola Campus – Building D Complex Flooding Evaluation/Remediation
  - Osceola Campus – Building 4
  - Osceola Campus – Central Energy Plant
  - Osceola Campus – Parking Lot E and Parking Lot H Expansion
  - Osceola Campus – Central Energy Plan Expansion
  - Osceola Campus – Maintenance Building Addition
  - East Campus – Parking Lot Rehabilitation/Expansion for Valencia Community College
  - East Campus – Water Distribution System Evaluation/Remediation
  - McCoy Center – Due Diligence / Preliminary Engineering Investigation
  - Southeast Campus – Existing Drainage Conditions / Master Stormwater Mgmt System Studies
  - Lake Nona – Master Planning
  - Lake Nona – Building 1 and Central Energy Plant
  - Criminal Justice Institute
- **University of Central Florida**
  - Howard Phillips Hall - Drainage and Lift Station Improvements
- **The Villages**
  - Villages High School - South Campus (Middleton)
  - Villages K-8 – South Campus (Middleton)
- **Charter Schools**
  - Minneola Charter School Master Plan – Lake County Florida
  - North River Charter Academy – Manatee County Florida

Computer Software Experience

· Sketchup Pro
· AutoCAD (all releases) and Autolisp
· AutoDesk Civil3D
· AutoDesk Land Development Desktop, Civil Design, Survey and Raster Design
· Revit
· ESRI Arcview GIS (GIS & Mapping)
· ICRP
· Hydroflow
· HEC-RAS
· HEC-HMS
· WSPRO
· ICPR
· PONDS
· WaterCAD
· Sketchup
· Microsoft Office (Word, Excel, Access, PowerPoint, Outlook)

Continuing Education

· NPDES Storm Water Permit Compliance Seminar
· Water System Distribution and Modeling
· Pitfalls of stormwater design
· Green Development

Roadways:

- **Ocoee Apopka Road Improvements, Orange County Florida**
- **Sandlake Road Intersection Improvements, Orange County, Florida**
- **Heritage Pass Road Improvements, Polk County, Florida**
- **Reams Road Intersection Improvements, Orange County, Florida**
- **Road Improvements, Ascension Parish, Louisiana**

Commercial/Retail:

- **Plaza Venezia - Orange County, Florida** – 53.5 acres
- **The Rialto – Orange County, Florida** – 7.5 acres
- **Multiple Miller's Ale House Restaurants – Florida** – 1 to 3 acres
- **Central Church of the Nazarene PD – Orange County, Florida** – 65 acres
- **The Shops at Redbug – Seminole County, Florida** – 1.5 acres
- **Sonny's Bar-B-Que – Seminole County, Florida** – 1.5 acres
- **David Maus Toyota – Sanford, Florida** – 15 acres
- **Eustis Village Shopping Center – Outparcel D, Eustis, Florida** – 1 acres
- **Multiple ALDI Foods Stores – Florida** – 2 to 5 acres
- **Hurricane Grill – Clermont, Florida** – 1.4 acres

Medical Facility:

- **Health Central – Ocoee, Florida** – 20 acres
- **South Lake Hospital Expansion – Clermont, Florida** – 20 acres
- **Physician Associates Medical Plaza – Seminole County, Florida** – 3 acres
- **Maitland Vet Clinic – Seminole County, Florida** – 5 acres

Industrial:

- **Multiple Noah's Ark Self Storage Site – Central Florida** – 3 to 6 acres
- **Boxville Self Storage - Haines City Florida –** 6 acres
- **Uhaul Self Storage – Titusville, Florida –** 6 acres
- **Uhaul Self Storage – Ft. Pierce, Florida –** 6 acres
- **Mid-Florida Logistics Park – Apopka, Florida** – 185 acres
- **Northwest Distribution Center – Apopka, Florida** – 45 acres
- **Beachline Corporate Center – Orlando, Florida** – 57 acres
- **Aldi Distribution Center – Haines City, Florida** – 130 acres
- **Whirlpool Distribution Center – Orlando, Florida –** 28 acres
- **First Park Haines City – Haines City Florida –** 25acres

Mixed Use:

- **The Rialto – Orange County, Florida** – 13.7 acres
- **Serenoa Village** – Universal Boulevard -Mixed Use Development (524 acres)
- **Lake Buena Vista Village** – Twin Peaks Restaurant and Candlewood Suites Hotel 10.42 acres

Residential:

- **Alta Rialto – Orange County, Florida** – 5.5 acre, 200 units
- **Trickle South Subdivision – Orange County, Florida** – 38 acres, 105 units
- **Worthington – Polk County, Florida** – 80 acre, 254 units
- **Clermont Ridge Senior Villas** – Clermont, Florida – 6.5 Acres, 70 Units
- **Gentry Park ALF/ILF – Orlando, Florida** – 30 acres
- **Plateau Avenue Apartments – Lakeland, Florida** – 5 acres, 79 Units
- **Ruby Red Apartments – Clermont, Florida** – 5 acres
- **Florence Place Apartments – Winter Haven, Florida –** 9.58 Acres, 88 Units
- **Sumter Villas – Bushnell, Florida** – 120.85 acres (521 units/7 acres commercial)
- **The Vue Clermont – Clermont, Florida** – 24 Acres (285 Units/4 acres commercial)
- **Oviedo Commons – Oviedo, Florida** – 8 Acres (198 Units/1 acre commercial)
- **North River Townhomes – Manatee County** - 35 acres, 236 units
- **Lakeside Townhomes – Kissimmee, Florida** – 14 acres, 178 units
- **Lakehaven on Grand - Clermont, Florida** – 2.64 Acres, 20 Units
- **Victory Village - Clermont, Florida** – 1.0 Acres, 25 Units

Theme Park:

- **Walt Disney World** - Swan and Dolphin Hotel Entrance Improvements
- **Universal Studios Florida** – Harry Potter Ride Queue
- **Universal Studios Florida** – Bus Loop
- **Universal Studios Florida** – Toon Drop Off
- **Universal Studios Florida** – BLDG 246 Ride Queue
- **Universal Studios Florida** – Project 722 – Diagon Alley
- **Universal Studios Florida** – Project 7448
- **Universal Studios Florida** – Project 7302
- **Wet N Wild** – Parking Lot Improvements
- **Wet N Wild** – Demolition of all Rides and Attractions
- **Universal Studios Florida** – Project 576 – Dueling Dummy

Airports:

- **Louisiana Airport Authority Intermodal Airport Facility Master Plan, Ascension Parish, Louisiana** – 25,000+/- acres

Recreation/Parks:

- **Jambalaya Park, City of Gonzales, Louisiana,** – 5 acres, 2005 Louisiana Municipal Association Project of the Year
- **Veterans Memorial Park, City of Gonzales, Louisiana** – 3 acres
- **Tee Joe Gonzales Park, City of Gonzales, Louisiana** – 10 acre

Eminent Domain:

- **FDOT** - Eminent Domain support for parcels on SR No. 500 and 514
- **FDOT/Seminole County** - Eminent Domain support for C.R. 46A Safety Improvements

JEFF POWELL, Architect

ARCHITECT, PRESIDENT/OWNER OF POWELL STUDIO ARCHITECTURE



For over a decade, Jeff Powell, AIA, NCARB, has been leader behind Powell Studio Architecture. He brings over 20 years of experience and expertise in the design and development of municipal, medical, institutional, multi-family housing, and commercial projects. Throughout his career, Jeff has accumulated a broad and diverse realm of experience, showcasing his ability to adapt to various project types and industries. As the founder of Powell Studio Architecture, he takes pride in assisting and guiding clients towards reaching their primary objectives through functional, efficient, and cost-effective design solutions. His knowledgeable team and unwavering commitment contribute to the seamless execution of projects from initial design concepts to the final stages of construction.

EDUCATION

Bachelor of Architecture, Florida Atlantic University

Bachelor of Architectural Design, Florida International University

PROFESSIONAL LICENSURE

American Institute of Architects (AIA)

National Council of Architectural Registration Boards (NCARB)

COMMUNITY INVOLVEMENT

South Lake Chamber of Commerce, Secretary

Lake Sumter State College Foundation Board Member

HONORS & AWARDS

Best of South Lake 2024

Orlando Business Journal Book of Lists

SELECTED PROJECT EXPERIENCE

Woodwinds, Clermont, Florida



Addressing the escalating demand for affordable housing in Clermont, Florida, Powell Studio Architecture collaborated with New Beginnings, BlueSky, and the Florida Housing Corporation to create Woodwinds, a groundbreaking 96-unit affordable housing complex. This innovative development, spread across four garden-style residential apartment buildings and a central community clubhouse, establishes a new paradigm for affordable housing. Powell Studio Architecture introduced sophistication into the design, integrating enhanced features and considerate unit layouts. The units, ranging from 1 to 3 bedrooms, accommodate diverse housing needs, and the 3,500 SF clubhouse serves as a hub for community engagement. Woodwinds, the realized outcome of this partnership, transcends its role as a housing complex to become a transformative influence in residents' lives. Committed to dignity and affordability, the community-centric design includes space for after-school activities, tutoring, case management, offices, and a pool within the clubhouse. Woodwinds not only offers housing but also redefines the standard for workforce housing, marking a positive shift in the community's expectations for accessible and high-quality living.

Swan Lake Village, Lakeland, FL



Swan Lake Village, situated in the scenic landscape of Lakeland, Florida, redefines contemporary living with its garden-style housing community, offering a total of 84 units, including 48 one-bedroom and 36 two-bedroom apartments. Each residence at Swan Lake Village is designed for a harmonious blend of comfort and sustainability, featuring multiple energy-efficient amenities, in-unit laundry hookups, and ample storage within open floorplans. Powell Studio Architecture, known for reshaping affordable housing standards, continues its legacy with this development. Beyond the living spaces, Swan Lake Village is a caring community, offering amenities like a welcoming clubhouse, state-of-the-art fitness center, and a refreshing pool. With a dedicated on-site case management team, the community fosters a safe and nurturing environment. Conveniently located near essential amenities, Swan Lake Village ensures easy access to everyday necessities, making it a practical and convenient choice for affordable modern living, embodying comfort, sustainability, and community well-being.

ASHLEY PEREZ, M. Arch

LEAD ARCHITECTURAL DESIGNER



As the Lead Architectural Designer of Powell Studio Architecture, Ashley has her Master of Architecture from Boston Architecture College. She brings the most up-to-date knowledge and proficiency in affiliated programs such as Revit, AutoCAD, and Sketchup. With a keen attention to detail, Ashley excels in creating impeccably detailed renderings that come to life upon project completion. Her expertise spans across various sectors, including medical, multi-family housing, municipal, and commercial projects. Ashley has a unique ability to help clients bring their projects to life by understanding the purpose of space, working within budget constraints, and ultimately delivering a completed project that exceeds expectations.

EDUCATION

Masters of Architecture, Boston Architectural College

Bachelor of Architectural Design, University of Central Florida

HONORS & AWARDS

Best of South Lake 2024

Orlando Business Journal Book of Lists

SELECTED PROJECT EXPERIENCE

Florence Place, Lakeland, Florida



The Florence Place Apartments, a creation of Powell Studio Architecture, stands as an 88-unit affordable housing community on a scenic 6-acre site along Griffin Road in Lakeland, Florida. Comprising four garden-style apartment buildings surrounding a clubhouse, pool, and playground, the development offers two distinct building types with a thoughtful unit distribution. Emphasizing accessibility, the project meets Florida Housing requirements by incorporating fully accessible units, ensuring 5% adhere to UFAS standards and an additional 2% cater to residents with audio/visual impairments. These specialized ground-floor units seamlessly accommodate varying accessibility features. The 3,000-square-foot clubhouse, serving as the leasing office, includes amenities such as a fitness center, community library, computer room, and meeting space. Integrated with the clubhouse, the pool and exterior-accessed restrooms enhance recreational options for residents.

Jersey Commons, Auburndale, FL



Jersey Commons, an eagerly anticipated affordable housing development in Auburndale, Florida, featuring three thoughtfully designed buildings, offers a total of 68 units, including 42 one-bedroom and 16 two-bedroom residences. In collaboration with Blue Sky Communities and Powell Studio Architecture, Jersey Commons redefines affordable living as a thriving community experience, providing outstanding amenities like a state-of-the-art fitness center and a community room for social gatherings. Beyond physical amenities, the development prioritizes coordinated residential services, fostering community and support. Noteworthy for its dedication to inclusivity, Jersey Commons designates several units for residents with mental health needs or in recovery from substance abuse. On-site case management ensures a safe and understanding environment, making Jersey Commons a beacon of affordable and comfortable housing options for individuals and families in Auburndale, Florida.

dark moss
DESIGNING THE URBAN FOREST

RICHARD PETERIKA
LANDSCAPE ARCHITECT & CONSULTING ARBORIST

EDUCATION

The University of South Florida, Master of Architecture, 2008

ASCA Consulting Academy, 2017

ISA Tree Risk Assessment Qualification Course, 2019

EMPLOYMENT

Ekistics Design Studio, Inc. Tampa, Florida

2003-2008: Design Associate
2008-2018: Project Manager

Dark Moss LLC Tampa, Florida Responsibilities include landscape architectural design, tree assessments, tree protection and mitigation, agency coordination, entitlement plan preparation, and urban planning.

2018-Present: President

PROFESSIONAL REGISTRATIONS / CERTIFICATIONS / MEMBERSHIPS

Registered Landscape Architect	LA #6667088 - Florida DBPR
Registered Consulting Arborist	RCA #641 and Member - American Society of Consulting Arborists
Board Certified Master Arborist	FL #5893B and Member - International Society of Arboriculture
Certified Planner	AICP #31476 and Member - American Planning Association
LEED Accredited Professional	US Green Building Coalition

PROFESSIONAL EXPERIENCE

Richard has over 15 years of experience in landscape architecture, land use planning, and urban forestry. He has been practicing in Central Florida since 2003. Richard is routinely involved in complex landscape and natural resource matters related to transportation and infill development. He has been appointed by Hillsborough County Board of County Commissioners, former Mayor Bob Buckhorn, and Tampa City Council to serve on public boards hearing land use appeals and variance requests.

As the project manager, he has been responsible for the design and construction administration of the City of Tampa's 0.75-mile Scott Street Low Impact Development Green Street. He has also been responsible for the design and production of several corridors with low impact development components, including the city of Palmetto's 5th Street LID Green Street, and Zephyrhills Gall Boulevard Corridor Vision. He has designed landscapes for over 15 affordable housing communities in Central Florida and contributed as either Landscape Architect or Project Arborist to the entitlement of 18-million square-feet of new developed floor area in Tampa alone.

Projects designed by Richard are regularly recognized as "Florida-Friendly Landscapes," and three of his projects have achieved LEED Certification, including two Platinum Certifications. Richard was also selected to make presentations on Trees and Green Infrastructure as a Resource Team Member for three Mayor's Institute on City Design sessions. Two of his low impact development projects have won local and regional environmental planning awards.

dark moss
DESIGNING THE URBAN FOREST

RICHARD PETERIKA
LANDSCAPE ARCHITECT & CONSULTING ARBORIST

SELECTED PROJECTS



Scott Street Low Impact Development Streetscape
Tampa, Florida
(10/2015-04/2017)

Work completed at Ekistics Design Studio, Inc.

This project is a 0.75-mile streetscape improved using low impact development strategies as part of a traffic calming toolkit. Richard was the prime consultant and Project Manager for the $850,000 project leading a team of several engineers. Richard was responsible for public input gathering at multiple public sessions, conceptual horizontal and vertical corridor geometry, complete design of all landscape and site furnishing elements, and construction supervision.



Tampa P.I.P.E.S
Tampa, Florida
(09/2022-Current)

This project is a partial tree inventory across four neighborhoods in Tampa. Richard led the tree inventory team to locate, identify, and assess over 3,000 trees located near proposed utility improvements. Richard prepared tree protection recommendations and mitigation estimates for the design build team and he continues to provide technical support as tree conflicts arise. ($N/A)



Sandpiper Place
Bradenton, Florida
(1/2020-01/2022)

This project is a 92-unit affordable housing development. Richard was responsible for all consulting arborist services, landscape architecture design services, and natural resource permitting through Manatee County. ($Unknown)



5th Street LID Implementation
Palmetto, Florida
(04/2011-10/2012)

Work completed at Ekistics Design Studio, Inc.

This project is a two-block streetscape improved using low impact development to promote investment in a downtown redevelopment area. Richard was responsible for construction document preparation for all landscape plans and hardscape plans, he assisted in the design and specification of built elements, and he prepared illustrative and three-dimensional visualizations throughout the project timeline. ($1,500,000)

ATTACHMENT 'A'
RFP-25-37 Submittal Cover Page

September 16, 2025
Date

Blue Trinity Place, LLC (joint venture -Blue Sky and Trinity Workship Center International Ministries, Inc.)
Name of Company

Authorized Signature

Shawn Wilson — Manager of Manager
Printed Name — Title/Position

180 Fountain Parkway N, Suite 100
Physical Address

St. Petersburg — FL — 33617
City — State — Zip

mjkopakin@blueskycommunities.com
Email address

813-514-2100
Telephone Number / Fax Number

Received Addenda #'s 1

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

Architect: Jeff Powell, AIA - Powell Studio Architecture

Landscape Architect: Ricky Peterika - Dark Moss

Civil Engineer: Jeff Banker, P.E. - Highland Engineer

Key Team members and addresses of principal office:

Shawn Wilson, President & Principal - address same as above

Scott Macdonald, EVP & CEO - address same as above

Greg Giakoumis, Senior VP of Development Programs - address same as above

Bishop Charles E. Anderson, Founder and Senior Pastor of Trinity Worship Center International Ministries
2795 N. 10th. Street, Haines City, FL 33844

ATTACHMENT B
FIRM INFORMATION / CERTIFICATION

1. Legal Name of Firm. Indicate if the Firm is a Corporation, Joint Venture, Partnership, etc.:
   Blue Trinity Place, LLC

2. Name/Title of contact person for the Firm: Shawn Wilson/ Manager

3. Local business and mailing address: 180 Fountain Parkway N, Suite 100, St. Petersburg, FL 33617

4. Primary business and mailing address: 180 Fountain Parkway N, Suite 100, St. Petersburg, FL 33617

5. Telephone Number: (813)514-2100 Fax: ( )

The above-named Firm affirms and declares:

A. That the Firm understands all requirements for the RFQ and states they will comply with all the stipulations included in the RFQ package.
B. That the Firm is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below.
C. That this qualification proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.
D. That no officer or employee or person whose salary is payable in whole or in part from the City's Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment and work or labor to which they relate; or in any portion of the profits thereof.
E. That the Firm has received and carefully examined all Addenda issued prior to Opening.
F. All statements made by the Firm in the Proposal are true and accurate as of the Proposal submittal date.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

Witness

Witness

CORPORATE SEAL
(Where Appropriate)

FIRM:

BY: (SEAL)
(Authorized Signature in Ink)

Shawn Wilson
(Printed Name of Signer)

Manager of Manager
(Printed Title of Signer)

9-9-25
(Date)

(ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Shawn Wilson _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.
He/She is personally known to me or has produced _____ as identification.
WITNESS my hand and official seal the date aforesaid.

_____(Signature of the Person taking Acknowledgment)

_____(Name of Acknowledger Typed, Printed and Stamped)

_____(Title or Rank)

_____(Serial Number if Any)

(ACKNOWLEDGEMENT OF FIRM, IF A PARTNERHSIP OR INDIVIDUAL)

Limited Liability Company

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 10th day of September, 20 25, by Shawn Wilson, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm Blue Trinity Place, LLC (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.
He/She is personally known to me or has produced _____ as identification.
WITNESS my hand and official seal the date aforesaid.

_____(Signature of the Person taking Acknowledgment)

Shawn Wilson
_____(Name of Acknowledger Typed, Printed and Stamped)

Manager of Manager
_____(Title or Rank)

NA
_____(Serial Number if Any)

Attachment 'C'

Affidavit of Prime Bidder

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

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

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

Florida Anti-Human Trafficking Provisions: The Contractor certifies under penalty of perjury that it does not use coercion for labor or services as those terms are defined in Section 787.06(13), Florida Statutes and as detailed in Section 13 of the City's General Terms and Conditions.

Foreign Countries of Concern: The Contractor certifies under penalty of perjury that the entity is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in the entity; or that the entity is not organized under the laws of, or has as its principal place of business in a foreign country of concern as defined in Section 287.138, Florida Statutes, and as detailed in Section 14 of the City's General Terms and Conditions.

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

Shawn Wilson
Name – printed

Signature / Date

Manager of Manager
Title

Affidavit Regarding the Use of Coercion for Labor and Services

State of Florida
County of Pinellas

Name of Vendor: Blue Trinity Place, LLC

Address: 180 Fountain Parkway N, Suite 100, St. Petersburg, FL 33617

Phone Number: 813-514-2100

Authorized Representative's Name: Shawn Wilson

Authorized Representative's Title: Manager of Manager

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 10th day of Sept, 2025, by Shawn Wilson, as Manager of Blue Trinity Place, a LLC, on behalf of the said _____ who is (✓) personally known to me or (____) produced a _____ driver's license as identification.

Mary Jean Kopch
Notary Public, State of _____
Commission no.: _____
My commission expires: _____

MARY JEAN KOPAKIN
MY COMMISSION # HH 471371
EXPIRES: December 7, 2027

Affidavit Regarding Foreign Countries of Concern

State of Florida
County of Pinellas

Name of Vendor: Blue Trinity Place, LLC

Address: 180 Fountain Parkway N, Suite 100, St. Petersburg, FL 33617

Phone Number: 813-514-2100

Authorized Representative's Name: Shawn Wilson

Authorized Representative's Title: Manager of Manager

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 10th day of Sept, 2025, by Shawn Wilson, as Manager of Blue Trinity Place, a LLC, on behalf of the said _____ who is (✓) personally known to me or (____) produced a _____ driver's license as identification.

Mary Jean Kopakin
Notary Public, State of
Commission no.:
My commission expires:

MARY JEAN KOPAKIN
MY COMMISSION # HH 471371
EXPIRES: December 7, 2027

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO FLORIDA STATUTES § 287.135

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

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

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

I, Shawn Wilson (name of authorized person), on behalf of Blue Trinity Place, LLC (proposer), hereby certify that Blue Trinity Place, LLC (company):

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

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

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

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

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

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

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

Submitting a false certification shall be deemed a material breach of contract. The City of Winter Haven shall provide notice, in writing, to the Contractor of the City's determination that the Contractor provided a false certification. The Contractor shall have

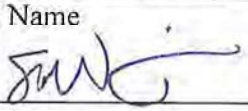
SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO FLORIDA STATUTES § 287.135

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

Submitted by:

Blue Trinity Place, LLC

Firm Name



Signature

Shawn Wilson, Manager of Manager

Name and Title (Print or Type)

9-10-25

Date

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Blue Trinity Place, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

180 Fountain Parkway N, Suite 100

6 City, state, and ZIP code

St. Petersburg, FL 33716

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

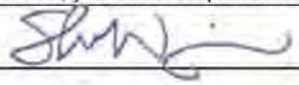
3	9	–	4	3	4	9	2	5	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 9-15-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Florida Housing Finance Corporation Local Government Area Of Opportunity Funding Form

Name of Development: Destiny Place

Development Location: Corner of Recker Highway and 21st St., Winter Haven

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The city/county of Winter Haven commits $_____ as a cash grant and/or commits $ 610,000.00 as a cash loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Acknowledgements

The contribution is intended to be a Local Government Area of Opportunity Contribution for use in RFA 2025-202, making this Development potentially eligible for the Local Government Area of Opportunity Goal.

The city/county stated above acknowledges that the RFA allows each city and county to contribute funding in the form of a cash loan and/or cash grant to a maximum of one Development. The city/county stated above has contributed Local Government Area of Opportunity funding only for the above-named Development and has not contributed Local Government Area of Opportunity to any other Development competing in this same RFA.

I have read and understand the Local Government Area of Opportunity qualifications of the above referenced RFA, which includes understanding that the city/county stated above may receive lower preference for the Local Government Area of Opportunity Goal in a future corresponding RFA for up to two years.

No consideration or promise of consideration has been given with respect to the loan or grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan or grant must be effective as of the Application Deadline for the applicable RFA and is provided specifically with respect to the proposed Development.

Certification

The contribution stated above is for the Applicant's use and is solely for assisting the proposed Development referenced above. I certify that the foregoing information is true and correct, and that this commitment is effective at least through the date required in the applicable RFA.

_____	_____
Signature	Print or Type Name
_____	_____
Print or Type Title	Date Signed - This form is valid for nine months from this date.

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, such as the Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons, as described above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 03-2025)

DATE: November 7, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Vanessa Castillo, MMC, City Clerk

SUBJECT: Certification of the November 4, 2025, City of Winter Haven Regular Election

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BACKGROUND

The City of Winter Haven 2025 Regular Election for City Commission Seat Nos 4 and 5 was held on Tuesday, November 4, 2025.

Seat No. 4 is currently occupied by Commissioner Dantzler and Seat No. 5 is currently occupied by Commissioner Dollison.

ELECTION RESULTS: The total number of ballots cast for each seat are as follows. This includes the provisional ballots reviewed and accepted by the Canvassing Board at their November 6, 2025, Meeting.

Seat No. 4

Candidate	Votes Received	Percent
Matthew Crowley	1,731	40.62%
Chad Davis	2,044	47.97%
Manuel Fonseca	486	11.41%

Since no candidate received a majority (of at least 50% plus 1) of the votes cast, a Run-off Election **will** be necessary (City of Winter Haven Code of Ordinances - *Chapter 2 Article V. - Elections - Section 2-145 Manner and Method of Elections).*

Seat No. 5

Candidate	Votes Received	Percent
Clifton E. Dollison	2,240	50.91%
Melinda Eve Kalogridis	2,160	49.09%

Since one candidate received a majority (of at least 50% plus 1) of the votes cast, a Run-off Election was not necessary (City of Winter Haven Code of Ordinances - *Chapter 2 Article V. - Elections - Section 2-145 Manner and Method of Elections).*
Canvassing Board Members for this election consist of Mayor Birdsong, Mayor Pro Tem Yates, Commissioner Dantzler, and Commissioner Mercer.

On October 28, 2025 at 10:30 a.m., at the Supervisor of Elections (SOE) Operations Center, 70 Florida Citrus Boulevard, Winter Haven, Florida, a *Logic and Accuracy Test* was performed, which determined that the voting equipment and/or devices were properly programmed and in working order. Only one member of the Canvassing Board needed to be present, therefore Mayor Pro Tem Yates attended.

On Monday, November 3, 2025, at 11:00 a.m. at City Hall, 451 Third Street, NW in the John Fuller Auditorium, the Canvassing Board members Mayor Birdsong, Mayor Pro Tem Yates, Commissioner Dantzler, and Commissioner Mercer met to *authorize the City Clerk to prepare vote by mail ballots received*, through Friday, October 31, 2025, at the SOE Operations Center for processing on Election night. At this meeting, Mayor Pro Tem Yates was selected as the Chair to the Canvassing Board.

On Tuesday, November 4, 2025, at 5:00 p.m., the Canvassing Board, consisting of Chairperson Yates, Mayor Birdsong, Commissioner Dantzler and Commissioner Mercer met at the SOE Operations Center to canvass vote by mail and provisional ballots and review the unofficial results of the election. Also present were City Attorney Murphy, City Clerk Castillo, and Election Administration Director Cathy Bridges.

On Thursday, November 6, 2025, at 5:05 p.m., a quorum of the Canvassing Board, consisting of Chairperson Yates, Mayor Birdsong, and Commissioner Mercer, met at City Hall in the John Fuller Auditorium to certify the election. They accepted three provisional ballots, which were incorporated in the above-referenced totals and certified the final results. They also met to randomly select a race (Seat #5) and precinct (# 324 – Winter Haven Senior Adult Center) for a Post-Election Certification Voting System Audit (Post Election Audit), which is required by law according to applicable Florida Division of Elections Rules and Regulations. This audit will be held at the SOE Operations Center on Wednesday, November 12, 2025, at 2:00 p.m.

The Regular Election candidate elected to Seat No. 5 (Commissioner Dollison) will be sworn in at the Regular City Commission Meeting on Monday, January 12, 2026, at 6:00 p.m.

There will be a Run-Off Election on December 2, 2025, between Matthew Crowley and Chad Davis to determine who will be elected to Seat #4. The candidate who wins the Run-Off Election will also be sworn in at the Regular City Commission Meeting on Monday, January 12, 2026, at 6:00 p.m.

In compliance with the City of Winter Haven Charter *(Section 63)*, the attached Certification of the Canvassing Board is hereby transmitted to the City Commission for approval.

FINANCIAL IMPACT

There is no financial impact of this item.

STRATEGIC PLAN ALIGNMENT

This item is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Responsible Government Pillar.

RECOMMENDATION

Staff recommends the City Commission approve the Certification for the November 4, 2025, Regular Election.

ATTACHMENT

- 2025 Regular Municipal Election - Certificate of the City Canvassing Board (Seat No. 4)
- 2025 Regular Municipal Election - Certificate of the City Canvassing Board (Seat No. 5)

City of Winter Haven
2025 Regular Municipal Election

CERTIFICATE OF THE CITY CANVASSING BOARD

STATE OF FLORIDA
POLK COUNTY

We, the undersigned, Mayor Nathaniel J. Birdsong, Mayor Pro Tem Brian Yates, and City Commissioners Bradley T. Dantzler and Tracy Mercer, constituting the City Canvassing Board in and for the City of Winter Haven, do hereby certify that we met on the **4th day of November 2025**, to canvass the votes given for the **City of Winter Haven Regular Municipal Election** herein specified at the Supervisor of Elections Operations Center, 70 Florida Citrus Boulevard, Winter Haven, Florida.

A **quorum** of the Canvassing Board met on the **6th day of November 2025**, to certify the votes given for the **City of Winter Haven Regular Municipal Election** at the City of Winter Haven City Hall, John Fuller Auditorium, 451 Third Street, N.W., Winter Haven, Florida for the **City of Winter Haven Regular Municipal Election** held on the **4th day of November 2025**, as shown by returns provided by the Polk County Supervisor of Elections. We do certify from said returns as follows:

City Commission Seat No. 4 – The total number of votes cast for this seat was **4,261** (provisional ballots accepted by the Canvassing Board included) of which:

Matthew Crowley	received **1,731** votes	40.62%
Chad Davis	received **2,044** votes	47.97%
Manuel Fonseca	received **486** votes	11.41%

_____
Mayor Nathaniel J. Birdsong

_____
Mayor Pro Tem Brian Yates

_____
Commissioner Bradley T. Dantzler

_____
Commissioner Tracy Mercer

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

City of Winter Haven
2025 Regular Municipal Election

CERTIFICATE OF THE CITY CANVASSING BOARD

STATE OF FLORIDA
POLK COUNTY

We, the undersigned, Mayor Nathaniel J. Birdsong, Mayor Pro Tem Brian Yates, and City Commissioners Bradley T. Dantzler and Tracy Mercer, constituting the City Canvassing Board in and for the City of Winter Haven, do hereby certify that we met on the **4th day of November 2025**, to canvass the votes given for the **City of Winter Haven Regular Municipal Election** herein specified at the Supervisor of Elections Operations Center, 70 Florida Citrus Boulevard, Winter Haven, Florida.

A **quorum** of the Canvassing Board met on the **6th day of November 2025**, to certify the votes given for the **City of Winter Haven Regular Municipal Election** at the City of Winter Haven City Hall, John Fuller Auditorium, 451 Third Street, N.W., Winter Haven, Florida for the **City of Winter Haven Regular Municipal Election** held on the **4th day of November 2025**, as shown by returns provided by the Polk County Supervisor of Elections. We do certify from said returns as follows:

City Commission Seat No. 5 – The total number of votes cast was **4,400** (provisional ballots accepted by the Canvassing Board included) of which:

Clifton E. Dollison	received **2,240** votes	50.91%
Melinda Eve Kalogridis	received **2,160** votes	49.09%

_____
Mayor Nathaniel J. Birdsong

_____
Mayor Pro Tem Brian Yates

_____
Commissioner Bradley T. Dantzler

_____
Commissioner Tracy Mercer

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

DATE: October 28, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Julie Adams, Parks Recreation and Culture Director
Scott Eilers, Parks Recreation and Culture Assistant Director

SUBJECT: Florence Villa Community Development Corporation (CDC) Lease Agreement

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BACKGROUND

In 1997, the Florence Villa Community Development Corporation (CDC) entered in a lease with the City to lease the property located at 115 Avenue R N.E., also referred to as the Old Jewett Elementary School property. Since that time, there have been two (2) extensions, with the most recent having expired on February 10, 2024.

The mission of the Florence Villa Community Development Corporation is to create and maximize opportunities that raise the economic, education, housing, cultural, and health standards of the residents of the Winter Haven community.

This Lease shall entitle CDC to continue to utilize the site for the provision of certain services to the public, aimed at increasing the economic, educational, social and health levels, promoting revitalization of deteriorated structures and sites, and improving access to housing. The term of this Lease shall commence on or about November 11, 2025, and continue through November 10, 2026. The Agreement shall automatically renew for successive one (1) year periods, provided CDC remains in compliance with all terms and conditions herein, and such renewal is consistent with the City's current or planned use of the Property. Either the City or CDC may elect not to renew by providing written notice to the other party at least sixty (60) days prior to the expiration of the initial term or any renewal term.

CDC shall provide the required insurance coverage as set forth in this Agreement and shall be responsible for paying all utilities associated with its use of the Property. CDC shall pay an annual fee of One Dollar ($1.00).

FINANCIAL IMPACT

The CDC shall pay the City an annual fee of One Dollar ($1.00)

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Quality of Life
- **Goal:** 2.2 – Support partnerships to meet the needs of all members of the community and help those most in need find the proper pathways for support.
- **Strategy:** 2.2.2 – Identify a robust set of resources and partnerships to bring awareness to comprehensive wrap around services available to citizens.

RECOMMENDATION

Staff recommends the City Commission approve the Lease Agreement with the Florence Villa Community Development Corporation and authorize the City Manager and other City Officials to execute same and further authorize the City Manager or his designee to take all necessary actions required of the City under the Agreement.

ATTACHMENT

- Lease Agreement

LEASE AGREEMENT

This Lease Agreement (hereinafter "Agreement"), made this 11th day of November, 2025, between the CITY OF WINTER HAVEN, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter "City") and **FLORENCE VILLA COMMUNITY DEVELOPMENT CORPORATION**, a Florida not-for-profit corporation (hereinafter "**CDC**").

WITNESSETH:

WHEREAS, the City is the owner of certain real property and improvements thereon located at 115 Avenue R, N.E., Winter Haven, Florida 33881 (hereafter "Property") and also referred to as the Old Jewett Elementary School property as more particularly described and depicted on Exhibits "A" and "B" attached hereto and incorporated herein by reference;

WHEREAS, CDC will continue to use the premises for a multi-purpose center for services to the public.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. Term. The initial term of this Agreement shall be for a period of one (1) year commencing on the 11th day of November, 2025 and continuing through the 10th day of November, 2026. (The "Termination Date, "unless earlier terminated under the provisions of this Agreement.) Thereafter this Agreement shall automatically renew for successive one (1) year periods, provided CDC, is in compliance with all terms and conditions hereof and such renewal is consistent with the City's use, or planned use of the Property. Either the City or CDC shall notify the other in writing at least sixty (60) days prior to the end of the initial term or a renewal term if either party desires to not renew for an additional one (1) year term. Specific terms of any renewal shall be negotiated by the parties at the time of renewal.

2. Leased Premises. The City hereby continues to lease to CDC, and CDC hereby continues to lease from the City, the certain Property located at 115 Avenue R, N.E. Winter Haven, Florida. The Property is specifically identified by legal description in Exhibit "A" attached hereto and made a part hereof, and by site sketch at Exhibit "B" attached hereto and made a part hereof.

3. Scope of Use. CDC shall be entitled to utilize the Property for the provision of certain services to the public, aimed at increasing the economic, educational, social and health levels, promoting revitalization of deteriorated structures and sites, and improving access to housing. The uses as set forth above shall be the sole uses permitted under this Agreement, and CDC shall utilize the Property for no other purpose. The parties acknowledge and agree that the services and activities are in the nature of quasi public services and activities of which the CDC is rendering to the community.

4. Rent. In consideration of the rights and privileges granted by this Agreement, CDC agrees to pay to the City rent in the amount of One Dollar ($1.00) per year for the initial term of this Agreement and each renewal term, payable in advance.

5. Maintenance and Repair. CDC agrees to keep in good condition and in a good state of repair, at all times, all leased grounds and structures, including all interior and exterior maintenance for the Property. CDC is responsible for all maintenance and repair not specifically stated herein as the City's responsibility. For purposes of this Agreement, interior and exterior maintenance are defined as follows:

"Interior Maintenance" shall mean the maintenance and keeping in good repair of the interior walls and ceilings, painting, repairs or alterations of plumbing, doors, windows and glass, electrical fixtures, air conditioning vents, flooring, carpeting, water fixtures, locking devices, and all other fixtures; janitorial services such as sweeping, dusting, mopping, and waxing floors, re-lamping, interior and exterior washing of windows; the arrangement for sanitary removal of trash from the Property; and replacement of expendable installed equipment, such as but not limited to light bulbs.

"Exterior Maintenance" shall mean the maintenance and keeping in good repair of all doors, painting, trimming of the grounds of the Property, and keeping the grounds in a neat and orderly condition to include the sanitary removal of trash and preservation of vegetation as installed.

6. Building Improvements. CDC may not make any improvements without first obtaining the City's written consent and permission for same. Any such authorized improvements and/or alterations of every kind installed by CDC shall become and remain the property of the City, provided, however, City, at its options, may require CDC to remove them at the conclusion, termination and/or expiration of this Agreement. In the event that CDC shall fail to remove the fixtures and improvements after receipt of notice from City to so remove, City may remove them and dispose of them as it sees fit, and CDC agrees to sell, assign, transfer and set over to the City all of CDC's right, title and interest in the fixtures, improvements and any personal property so removed, for the sum of One Dollar ($1.00). CDC further agrees that should the City remove the fixtures and improvements as above provided, that CDC will pay City upon demand the cost of that removal, plus the cost of transportation and disposition of such removed items.

7. City's Responsibilities. The City agrees to perform structural maintenance on the premises of the Property. For the purpose of this Agreement, structural maintenance is defined as follows:

"Structural Maintenance" shall mean the keeping in good repair of the structural members of the structure on the Property, and the repair of casualty damage to exterior walls and roof.

All repairs, maintenance, improvements, or renovations shall be accomplished in accordance with the City of Winter Haven Building/Fire Codes. CDC hereby acknowledges that it has inspected the Property and accepts the buildings and surrounding grounds "as is."

8. Insurance. CDC shall, at its own expense, procure and maintain continuously in effect all times throughout the term of this Agreement insurance that shall cover it for those sources of liability which would be covered by the latest edition of the standard General Liability coverage form (ISO form CG 00 01) without restrictive endorsements and with the following minimum limits:

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal &Advertising Injury	$1,000,000
Owned and Non Owned Automobiles	$500,000
Each Occurrence	$1,000,000

Worker's Compensation in amounts as Required by Florida Statutes but not Less than	$500,000

The insurance must be provided by an insurance company licensed in the State of Florida and acceptable to the City. The City shall be named as an additional insured on a form no more restrictive than Form CG 20 11, Additional Insured – Managers and Lessors of Premises under the CDC policy, and it shall be stipulated that the City shall be provided with a thirty (30) day notice in the event of cancellation, non-renewal, or adverse change to the policy.

The required insurance shall be evidenced by a certificate of insurance which must be submitted to and approved by the City prior to this Agreement being effective and/or in force. Failure to comply with this requirement shall subject this Agreement to immediate termination.

The City shall be responsible for maintaining insurance on the Property. The City shall not be responsible for procuring insurance covering the contents located inside the property which will be the sole responsibility of the CDC. Regardless of whether CDC purchases such property insurance, or not, CDC hereby expressly waives and releases any cause of action or right of recovery which CDC may have hereafter against the City for any loss arising out of loss or damage to CDC property on, or a part of, the property, whether covered by insurance or not.

9. Indemnification. CDC shall hold harmless, indemnify and defend the City, its elected and appointed officials, officers and employees, representatives and/or agents against any claim, action, loss, damage, injury, liability, tax, cost or expense of whatever kind of nature (including but not by way of limitation, attorney's fees and court costs) arising out of incidental to or resulting from CDC's use of the Property leased, whether or not due or caused by, or resulting from actions and/or omissions of CDC, its members, employees, representatives, agents and/or participants except for the sole negligence of the City. By accepting this hold harmless and indemnification, the City does not waive its sovereign immunity under Florida law and/or waive the City's limits of liability as set forth in Section 786.28 of the Florida Statutes (2025) regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, products liability, contribution, indemnity, or otherwise.

10. Compliance with Laws, CDC shall comply with any applicable federal, state, or local laws, and regulations, as well as policies of the City, with respect to its use of the Property. Further, the CDC for itself, its employees, agents, representatives, and permitted successors in interest, as part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Property.

11. Utilities. The CDC shall pay for all electric, water, garbage disposal, telephone, and internet service charges associated with the Property.

12. Taxes. CDC shall be responsible for all taxes that may be assessed and/or due arising out of its use of the subject Property. Provided further that should any excise, use and/or similar tax or assessment be assessed and/or due, CDC shall be responsible for the payment of same as well as any attorney's fees and costs the City may incur in any matters associated therewith.

13. Inspection. City shall have the right to enter the Property at reasonable times to make any inspections it deems necessary. Provided further, if after inspecting the Property the City determines that necessary repairs and maintenance should be completed by CDC then it shall notify CDC of same in writing. If within fifteen (15) days of delivery of such written notice, CDC fails to make all such necessary repairs and/or maintenance then the City may at its option make such repairs and maintenance on behalf of CDC who shall be responsible for the costs and expenses of any such maintenance and repairs consistent with the terms of this Agreement including but not limited to paragraph five (5) above.

14. **RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM THE COUNTY HEALTH DEPARTMENT.**

15. CDC As Independent Contractor. In conducting its business hereunder, CDC acts as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction and payment of CDC's employees shall be the sole responsibility of CDC, and the City shall not attempt to exercise any control over the daily performance of duties by CDC's employees.

16. Assignment. This Agreement, or any part thereof, may not be assigned, transferred or subleased by CDC without prior written consent of the City which may be reasonably conditioned, delayed and/or withheld.

17. Termination. This Agreement may be terminated by either party, for cause. For Purposes of this Agreement, cause shall mean any material breach of the Agreement which has not been cured upon reasonable notice to do so which for purposes of this Agreement shall mean thirty (30) days. Failure of either party to cure a material breach after written notice as provided herein shall subject the Agreement to an immediate termination. The City may also terminate this Agreement immediately without an opportunity to cure, due to health, safety and welfare reasons as the City may determine in its sole discretion. Provided further, either party may terminate this Agreement without cause by giving at least sixty (60) days' notice in writing of its intention to terminate. Upon such a termination CDC shall vacate the Property leaving same in broom swept condition subject to ordinary and reasonable wear and tear.

18. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as possible in accordance with the original intent of the parties.

19. Notices. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Agreement, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) calendar days after the date of postmark; notices delivered

in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either the City and/or the CDC, in writing from time to time, to the following persons and addresses:

If to the City: City of Winter Haven
Attn: City Manager
451 Third Street, N.W. (33881)
Post Office Box 2277
Winter Haven, Florida 33883-2277

With a copy to (*which shall not constitute notice*):
Frederick J. Murphy, Jr., City Attorney
Boswell &Dunlap LLP
245 South Central Avenue (33830)
Post Office Drawer 30
Bartow, Florida 33831-0030

If to the CDC: Florence Villa Community Development Corporation
Attn: President
115 Avenue R, NE
Winter Haven, Florida 33881

Each party shall be responsible for notifying the other party of any change in their address.

20. Headings. The headings used in this Agreement are intended for the convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

21. Governing Law and Venue. This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any legal actions arising under this Agreement shall be exclusively in the State Courts in and for Polk County, Florida.

22. Attorney's Fees. In the event of litigation between the parties hereto, the prevailing party shall recover all costs and reasonable attorney's fees incurred in connection therewith including but not limited to attorney's fees incurred in any appellate, bankruptcy, and/or administrative proceedings.

23. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties and approved by the City's governing body.

24. Public Records. To the extent that this Agreement is constructed to be a contract for services with a public agency and that it is acting on behalf of the City as contemplated in Chapter 119 of the Florida Statutes, then CDC agrees to:

1. Keep and maintain public records required by the City to perform the service contemplated in this Agreement.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CDC does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all customer Data in position of CDC or keep and maintain Customer Data required by the City to perform the service. If CDC transfers all Customer Data to the City upon completion of the Agreement, CDC shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data discloser requirements. If CDC keeps and maintains Customer Data upon completion of the Agreement, CDC shall meet all applicable requirements for retaining Customer Data. All Customer Data stored electronically must be provided to the City in accordance with Section A.4 of the Agreement and upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

If the CDC does not comply with a public records request, City shall enforce the Agreement which may include immediate termination of this Agreement.

IN WITNESS the parties have caused this Agreement to be executed on the date first written above.

CITY OF WINTER HAVEN, Florida

BY: _____
T. Michael Stavres, City Manager

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr, City Attorney

FLORENCE VILLA COMMUNITY DEVELOPMENT CORPORATION

BY: _____

EXHIBIT "A"

BOUNDARY DESCRIPTION

City of Winter Haven
Old Jewett Elementary School property
115 Avenue R, N.E
Parcel ID #262816000000044310

Begin at the Southwest corner of Section 16, Township 28 South, range 26 East, then run North 329.4 feet for Point of Beginning, continue North 164.7 feet, East 1089.33 feet, South 164.5 feet. West 1088.94 feet to the Point of Beginning, less the East 240 feet.

Also being described as:

The South ½ of the North ½ of the South ½ of the Southwest ¼ of the Southwest ¼ of Section Sixteen (16), Township Twenty-Eight (28) South, Range Twenty-Six (26) East, less and except the East 240 feet thereof, the right of way of State Road 549 (First Street) as shown in FDOT Map Section 16293-000, and the right of way of Avenue R NE as shown in the Plat of Maud Meadows recorded in Plat Book 30 Page 44 in the Public Records of Polk County Florida.

EXHIBIT "B"

(Site Sketch)

