WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, October 27, 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 Demetric Phillips - Bridge Church

4. **PLEDGE OF ALLEGIANCE** - Marine Corps Junior ROTC

5. **PRESENTATIONS**

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

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

   Proclamation

6. **DEVELOPMENTS OF NOTE**

7. **MINUTES**

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

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

   2025-09-22 DRAFT Regular City Commission Meeting Minutes with Link

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

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

   2025-10-08 DRAFT Agenda Review Session Minutes with Link

8. **COMMENTS FROM THE AUDIENCE**

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

10. **CONSENT AGENDA**

    10.A **Winter Haven Firefighters' Pension Board of Trustees Appointment**

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

Summary - WHFF Pension Board of Trustee - Appointment of Casey Clark
Application - Casey Clark

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

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

Summary - 2026 Polk County Day

10.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**

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

Summary - Recommendation of Award RFQ-25-33
Design Criteria and Owners Representative Professional Services Agreement (RFQ-25-33)
Design Criteria Package & Owners Representative Services, Scope of Work (Tasks One & Two)
Conceptual Site Plan

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

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

Summary - Sixth Amendment to Sewer Service Agreement with Wahneta Water System, Inc.docx
Sixth Amendment to Sewer Service Agreement with Wahneta Water System, Inc
1993 Wahneta Water Company Sewer Service Agreement

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

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

Summary - Kimley-Horn Design Services Consulting Agreement for S. Lake Howard Drive West from 15th Street SW to 20th Street SW
Consulting Engineering Agreement for S. Lake Howard Drive Design Services
Location Map

11. RESOLUTION(S)

12. ORDINANCE(S) - FIRST READING

13. NEW BUSINESS

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

18. CITY CLERK REPORT

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

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

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, on November 10, 1775, in Philadelphia, the Second Continental Congress adopted two resolutions raising two battalions of Marines, which was drafted by future U.S. President John Adams. The United States Marine Corps we know today was re-established formally on July 11, 1798, however, November 10, 1775 is still considered to be the birthday of the U.S. Marine Corps. This year marks 250 years of service to our Country and since that time, the Marines have stood "first to fight for right and freedom" and have "fought in every clime and place" as mentioned in the *Marines' Hymn*; and

WHEREAS, across our region there are numerous members who have served in the Marine Corps and Marine Corps Reserve; and

WHEREAS, Marines have continued to serve and make our City strong through organizations like the Marine Corps League, the Young Marines and the Junior Reserve Officer Training Corps (JROTC). Their direct contribution continues to be of a positive impact on our society; and

WHEREAS, you can find Marines as government and community leaders, police officers, firefighters, teachers and in any walk of life; and

WHEREAS, the City of Winter Haven, Florida is committed to honoring its United States Marine Corps veterans and their roles as citizens of our community.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim November 10 through November 14, 2025, as

"United States Marine Corps Week"

in the City of Winter Haven and we encourage citizens to learn the history and traditions of the Marines.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 27th day of October, 2025.



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

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, September 22, 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:VA6C2:7d277bf1-d8b4-4461-a069-293334490a34?viewer%21megaVerb=group-discover
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: Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Smart City Officer Hiep Nguyen; Economic Opportunity and Community Investment Director Eric Labbe; 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; Police Chief Vance Monroe; and Fire Chief Drew Neubrand.

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

4. **PLEDGE OF ALLEGIANCE** – Winter Haven Montessori School Students

5. **PRESENTATION(S)**

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

Deputy City Manager Carnevale read a proclamation aloud recognizing "Constitution Week" in the City of Winter Haven. Ms. Stokes, along with other members of the NSDAR, accepted the proclamation and thanked the City Commission.

B. "National Hispanic Heritage Month" Proclamation - Employee Engagement and Relationship Committee

Deputy City Manager Carnevale read a proclamation aloud recognizing "National Hispanic Heritage Month" in the City of Winter Haven. City Clerk Castillo, along with staff members of the Employee Engagement Team, accepted the proclamation and thanked the City Commission.

6. **DEVELOPMENTS OF NOTE** – None

7. MINUTES

A. August 25, 2025, Regular City Commission Meeting Minutes

B. September 3 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. MAYOR'S STATEMENT

Mayor Birdsong read the following statement aloud:

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

- *Name of the Taxing Authority – City of Winter Haven*
- *Rolled-back rate is 6.2254 mills*
- *The percentage increase in the millage over the rolled-back rate is 5.86%*
- *Millage rate to be levied is 6.5900*
- *The reasons Ad Valorem tax revenues are increasing:*
- *The ad valorem proceeds resulting from the difference between the proposed millage rate and the rolled-back rate will be used to offset increased operating costs and fund capital projects.*

9. ORDINANCE(S) – SECOND READING – PUBLIC HEARING ON AD VALOREM TAX MILLAGE RATE AND FISCAL YEAR BUDGET 2025-2026 BUDGET

A. O-25-28 - Adopting the Millage Rate for Fiscal Year 2025-2026

City Attorney Murphy read Ordinance O-25-28 in its entirety.

Deputy City Manager Carnevale presented and went through the summary/fact sheet in detail.

Motion by Mayor Pro Tem Yates to approve Ordinance O-25-28 on second reading – public hearing.

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

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

Motion carried 5:0.

B. O-25-29 - Adopting the Budget for Fiscal Year 2025-2026

City Attorney Murphy read Ordinance O-25-29 in its entirety.

Deputy City Manager Carnevale presented and recommended that the Commission approve the budget on second reading.

Motion by Mayor Pro Tem Yates to approve Ordinance O-25-29 on second reading – public hearing.

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

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

Motion carried 5:0.

10. COMMENTS FROM THE AUDIENCE – None

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

12. CONSENT AGENDA

A. Water Department Payment Portal (Smart Energy Water) (SEW)

B. Water Department – Datamatx Printing and Mailing Services

C. Approval of Settlement Agreements with Purdue Pharma L.P. and the Sackler Family; and Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zuduss regarding Opioid Litigation

D. Memorandum of Understanding for Delivery of Emergency Medical Services

E. Cultural Arts Committee Seat Appointments

F. Neighborhood Service Center Lease Renewal

G. Police Benevolent Association (PBA) Collective Bargaining Agreement (CBA) - Addendum A

H. Authorization for Travel and Training - Florida League of Cities (FLC) Board Meetings (Yates)

I. Authorization for Travel and Training - Florida League of Cities (FLC) Legislative Meeting (Stavres)

J. Emergency Rental of four (4) Solid Waste Vehicles from RDK Truck Rentals

Motion by Commissioner Mercer 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.

13. RESOLUTION(S)

A. R-25-48 - Updating the Grant and Aid Application Review Committee and Related Provisions

City Attorney Murphy read Resolution R-25-48 by title only and Deputy City Manager Carnevale presented.

Motion by Commissioner Mercer to approve Resolution R-25-48.

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.

14. ORDINANCE(S) - FIRST READING – None

15. NEW BUSINESS

A. Contribution Agreement with Southeastern University

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

Motion by Commissioner Mercer to approve the Contribution Agreement with Southeastern University.

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

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

Motion carried 4:0 with Commissioner Dantzler abstaining from voting and would fill out *Form 8B Memorandum of Voting Conflict (see attached).*

16. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Mercer reported that she had attended the *Honoring Our Heroes: Remembering the Day* freedom walk event on September 11, 2025.

Commissioner Dantzler reported the following: attended his last Florida Municipal Insurance Trust (FMIT); attended the [Greater Winter Haven] Chamber of Commerce Annual Meeting at Nora Mayo Hall; attended the third Theatre Winter Haven (TWH) Golf Tournament where they raised approximately $15,000 - $20,000 which was a fun and great event; attended the *Honoring Our Heroes: Remembering the Day* event; said that today was Summer Solstice and the last day of Summer; took a tour of Sertoma Park and complimented staff for taking such good care of the grounds and building which had evolved over the years and the cooperation between football and baseball was really good;

Commissioner Dollison reported the following: attended the *Honoring Our Heroes: Remembering the Day* event and said it was wonderful to honor all of the first responders and expressed appreciation to them and said he was out on vacation last week.

Mayor Pro Tem Yates reported the following: attended the *Honoring Our Heroes: Remembering the Day* event and encouraged everyone to do the freedom walk in Downtown Winter Haven to celebrate the heroes and appreciate all that they do and attended his first Florida League of Cities (FLC) Board of Directors Meeting [as a board member] in St. Petersburg and his orientation went well. They presented a new product the FLC was developing would be a gamechanger for municipalities across the state, country and eventually the private sector was presented.

Mayor Birdsong reported the following: congratulated Mayor Pro Tem Yates for being appointed to the FLC Board; attended the RLC Dinner Meeting hosted by the City of Lakeland where officers were sworn in and was glad Mayor Pro Tem Yates was on the RLC Board; attended a Lakes Advisory Committee Meeting (LAC); attended a Polk Regional Water Cooperative (PRWC) Meeting; attended a [Greater Winter Haven] Chamber of Commerce Annual Meeting, which was a great event; and attended the *Honoring Our Heroes: Remembering the Day* event; enjoyed the New Beginnings High School Winter Haven campus being named in honor of [former member of the Florida House of Representatives] Sam Killebrew and said it was well attended. He noted that the Senator [Colleen] Burton was present, the lab was named after Seretha Tinsley [of Tinsley Family Concessions, Inc.], it was a great event, and the high school now had three different locations that were really serving kids that may have fallen through the cracks.

Commissioner Dantzler shared that Casey Cook from the Florida Municipal Insurance Trust (FMIT) praised City Manager Stavres for his excellent communication skills and strong grasp of issues. He noted that he had been personally selected to represent midsize cities at the meeting and was highly regarded by attendees for his performance and professionalism.

17. CITY ATTORNEY REPORT – No Report

18. CITY MANAGER REPORT – No Report

19. DEPUTY CITY MANAGER REPORT

Deputy City Manager Carnevale reported the following: the City's Fitch credit rating had increased to AA+ and noted it as a significant achievement reflecting the Commission's fiscal leadership and the efforts of the entire City team. Key factors included a transparent budget process, strong fiscal management, and well-protected reserves. He also reminded everyone that City Manager Stavres would speak before the House Select Committee on Property Taxes at 9:00 a.m. tomorrow, with the session available for viewing on the Florida Channel. A link to that channel would be sent to the Commission.

20. CITY CLERK REPORT

City Clerk Castillo reported that Candidate Qualifying for City Commission Seat Nos. 4 and 5 took place from noon on September 15, 2025 to noon on September 19, 2025. Candidates for Seat No. 4 were Matthew Crowley, Chad Davis, and Manuel Fonseca, while candidates for Seat No. 5 were Clifton Dollison and Melinda Kalogridis.

21. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

22. ADJOURNMENT – 6:48 p.m.

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
Nathaniel J. Birdsong, Jr.
Mayor

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, October 8, 2025, 5:30 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:200f7fe7-b8b0-4a2b-b91a-8b3f9f5cf136
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

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

5. PRESENTATION(S)

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

There were no questions or discussion.

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

There were no questions or discussion.

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

There were no questions or discussion.

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

There were no questions or discussion.

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

There were no questions or discussion.

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

There were no questions or discussion.

G. CityU Class 4 Graduation

City Manager Stavres clarified that this was Cohort 4 and that the class would take photos with the City Commission.

There were no questions or discussion.

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

City Manager Stavres said this would be an exciting presentation and reported the City had launched the OpenGov budgeting platform during the FY26 budget process, initially piloting it with smaller departments, with plans for a Citywide rollout next year. The platform enhanced online budget access, efficiency, and transparency. The presentation on these digital initiatives also included a brief update on a new community calendar platform.

Public Affairs and Communications Director Hill provided a detailed walkthrough of the city's new OpenGov online budget platform. Key points were as follows:

- The platform mirrored the printed budget but is fully online, user-friendly, and easy to navigate.
- It included introductory materials (reader guide, organizational chart, budget letter), City overview, strategic planning summaries, 10-year millage and debt history, and full transparency of the budget process.
- Users could access all City funds, drill down to individual cost centers (e.g., aquatics), see mission statements, performance metrics, detailed revenues, expenditures, personnel, and line-item account details.
- The platform integrated strategic plan metrics from the *AchieveIt* system, updating data in real time.
- Capital projects were fully detailed with maps, contacts, timelines, strategic plan alignment, and budgets.
- The budget could be translated into over 70 languages for accessibility.

In summary, the platform provided comprehensive, transparent, and accessible budget information for both citizens and staff.

Director Hill introduced Financial Grant Manager Brandon Bussiere of the Financial Services Department to do a back-end demonstration.

Manager Brandon Bussiere explained the internal OpenGov dashboards for City budgeting. Key points were as follows:

- Dashboards allowed department directors to monitor budgets visually, showing spending versus allocations (e.g., airport fuel).
- Multiple display options were available: gauge, pie chart, stacked bar chart, table, etc., for easy visualization.
- Data would be updated nightly, showing monthly expenditures and totals for each fiscal year.
- Dashboards could be customized by department directors, shared with their teams, and used for planning and managing budgets effectively.
- The tool provided real-time, detailed financial insights, supporting better decision-making and accountability across departments.

In summary, the dashboards offered flexible, real-time budget tracking for every department.

Commissioner Mercer asked whether the dashboards were public-facing and could be altered by users. Manager Bussiere clarified that the dashboards were strictly internal, accessible only within each department unless intentionally shared with specific staff members via email. City Manager Stavres added that the dashboards were a powerful internal management tool, providing live, up-to-date budget data to help departments monitor and control expenses (e.g., fuel, overtime, consumables) in real time. Lastly, that the public-facing online budget is separate, designed for residents and officials to access through the City's website, which was mobile-friendly, searchable, and highly transparent, giving citizens unprecedented visibility into City finances and capital projects.

City Manager Stavres reported that the City's new community calendar launched this week.

Director Hill introduced the new community calendar, which served as a central hub for all local events, both City-sponsored and those hosted by community partners. She explained that the calendar, available at

www.events.mywinterhaven.com, was fully integrated with the City's website, mobile-friendly, and easy for residents and organizations to use. Community members could submit their own events for approval, filter by category (e.g., family, educational), and even use an AI-powered search tool that recommended events based on user interests. The platform also allowed social sharing, calendar syncing, and automatic event removal once dates passed. The calendar's approval standards required events to take place in or benefit Winter Haven and be community and family friendly. Organizations like Main Street Winter Haven (MSWH), the Greater Winter Haven Chamber of Commerce, and Polk State College could be linked via API integrations, ensuring their events automatically appear.

Commissioners gave compliments for this tool, noting it fulfilled a long-term goal for a unified, citywide event platform. Commissioner Dantzler called it "a big hit," while Mayor Pro Tem Yates encouraged regular reminders to maintain participation. Director Hill confirmed a communications plan is in place with recurring outreach and social media promotion.

City Manager Stavres emphasized that Winter Haven was the second city in Florida to utilize this platform. It was self-managed with minimal staff oversight, and strengthened transparency and community engagement, which complemented the City's new online budget tools. He commended the team for making Winter Haven more accessible and connected than ever.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

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

There were no questions or discussion.

8. COMMENTS FROM THE AUDIENCE – None

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

10. CONSENT AGENDA

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

City Manager Stavres gave an overview of this item.

Commissioner Dantzler asked who had the right to cancel the lease and under what terms if the tenant decided to leave. City Manager Stavres explained that the lease allowed the tenant to extend with 60 days' written notice before the end of the term, unless there was a default and that the City did not have the same termination options. City Attorney Murphy said they would need to review the original lease to confirm termination provisions and explained that, in cases where tenants make significant investments, the City's ability to terminate is typically more limited. This item would, however, be reviewed prior to Monday's meeting and an update to the Commission would be provided on Monday at the regular City Commission meeting before action by the Commission on this item.

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

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

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

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

D. Affordable Housing Advisory Committee (AHAC) Appointments

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

E. Purchase of Neptune Mach 10 Potable Water Meters

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

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

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

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

City Manager Stavres gave an overview of this item

Commissioners asked questions about the police vehicle replacement plan. Public Works Director Hart explained that patrol vehicles had a 10-year life cycle, but due to heavy use, the City planned to shorten it to seven years to maintain reliability. The new police vehicles—Ford Explorers, Escapes, and Ford F-150 responder trucks—had already been ordered, with deliveries expected by the end of the calendar year. Each vehicle would arrive fully equipped for service, including decals, interior equipment, and safety modifications.

Public Works Director Hart said sedans were no longer manufactured, so SUVs would replace the remaining Dodge Chargers, with full replacement expected by fiscal years 2027–2028. Retired vehicles would be sold at auction, with proceeds returned to the vehicle replacement fund. Some replacements were also due to totaled vehicles. City Manager Stavres said the City procured vehicles through competitively bid contracts, typically from cooperative agreements or sheriff's contracts, ensuring cost efficiency and timely delivery.

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

City Manager Stavres gave an overview of this item.

Mayor Pro Tem Yates asked about mutual aid agreements and how they operated with nearby cities such as Lakeland and Tampa. Deputy Police Chief Greg Gorek explained that the City already participated in a countywide mutual aid compact through the [Polk County] Sheriff's Office, but the new agreement expanded support to neighboring counties and municipalities. This ensured quicker access to specialized resources when needed.

When asked about bomb response capabilities, City Manager Stavres explained that the City typically worked with the ATF and that the Polk County Sheriff's Office also had substantial resources. Deputy Chief Gorek clarified that while the Sheriff's Office had many capabilities, it did not maintain its own bomb squad. For those situations, assistance would come from Tampa, Hillsborough County, the Fire Marshal's Office, or other agencies. He added that such agreements also allowed easier access to safety equipment like barricades used for parade security. City Manager Stavres concluded that these agreements acted as a "force multiplier" for the City when additional support was required.

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

City Manager Stavres gave an overview of this item.

Commissioner Dantzler asked about staffing levels at Fire Station One, noting that employees mentioned fewer personnel than in the past. Fire Chief Neubrand explained that years ago, multiple stations were consolidated into one, but more recently, the department had decentralized again to improve response times. The long-term plan included adding another unit at the downtown station to help manage call volume.

City Manager Stavres added that when the station was built, two engine companies had been based there, but one was later reassigned to Fire Station Four as the City expanded. He also noted that partnering with Polk County for Emergency Management Services (EMS) could be a future opportunity, as the City handled fire and rescue calls while Polk County provided patient transport. He mentioned that similar collaborations had been tested in the past.

Mayor Pro Tem Yates asked whether a public-private partnership (P3) construction approach, like the Polk County Public School district's lease-to-own model, might be better for managing long-term maintenance. City Manager Stavres said that while the City currently budgets for such costs directly, newer fire station designs already incorporate longer-lasting materials like metal roofs. He added that a P3 approach could be considered for future stations if financially practical.

Mayor Pro Tem Yates also suggested creating an educational or interactive area near the station and adjacent park to promote fire safety awareness among children. Stavres said while space might be limited, the proximity to the park naturally encouraged community engagement between firefighters and residents.

Lastly, Mayor Pro Tem Yates asked about sirens being used near residential areas or just lights until getting onto Havendale Boulevard. Fire Chief Neubrand stated that fire trucks at an intersection would use what they needed to get out, but that they did not typically use sirens until they reach major roads and were mindful of nearby residential areas.

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

City Manager Stavres gave an overview of this item and thanked the men and women from the Fire Union, Fire Department, City employees, Human Resources Director Shawn Dykes, and the City's labor attorney.

Mayor Birdsong expressed that he had never seen this [result] before.

11. RESOLUTION(S)

A. R-25-50 Debt Management Policy

City Manager Stavres gave an overview of this item. He thanked Chief Financial Officer Scott for her work on creating this and explained that after consulting with her, the City's municipal advisor Jay Glover from PFM Financial Advisors LLC and bond counsel Duane Draper from Bryant Miller Olive P.A., a formal debt management policy was developed. He said the policy did not change current practices, but officially documented the City's existing methods for issuing debt. City Manager Stavres added that having this policy strengthened the City's financial standing and demonstrated adherence to best practices, which positively supported the City's credit rating.

Commissioner Dantzler said it was a great idea, asked if the debt policy would be implemented in-house and if the objective was for staff to make recommendations to the City Commission on bonds and debt issues. Chief Financial Officer Scott confirmed that existing processes would remain the same, relying on the city's financial advisor, underwriter, and bond counsel, and that the policy simply documented current practices. She noted that the policy also addressed requests from credit rating agencies.

Mayor Pro Tem Yates highlighted that future Commissioners or a new city manager would need to take action to modify the Resolution, ensuring transparency. City Manager Stavres added that creating a robust debt policy was part of the five-year strategic plan and provided guidance for future leadership.

Mayor Pro Tem Yates suggested developing a strategic plan for debt reduction over time. City Manager Stavres explained that the policy already addressed defeasance of bonds, callable bonds, refinancing of debt, and ways to reduce debt, but noted that completely eliminating debt was rare and sometimes issuing debt is appropriate to equitably spread costs across current and future residents.

Discussion ensued regarding advantages of maintaining manageable, low-interest debt for capital projects while continuing to monitor and manage it prudently. Also, that the policy was a good framework for maintaining fiscal discipline and long-term planning.

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

A. City Commission Liaison Request - Request for Qualifications for Design Build Services for the Neighborhood Service Center Modernization and Renovation

City Manager Stavres gave an overview of this item.

Commissioner Dollison agreed to serve as the liaison.

Commissioner Dollison discussed feedback from citizens at the Neighborhood Service Center, noting their interest in a potential new building instead of renovations. He acknowledged that a full replacement was unlikely due to costs and the recent $23 million investment in the nearby Winter Haven Recreation and Cultural Center (WHRCC), but emphasized the need for a well-functioning space to support the expanding program. He also expressed interest in involving citizens in the design process.

City Manager Stavres agreed that funds were insufficient for a complete rebuild, estimating costs over $6 million, and highlighted the need to prioritize investments across the community, including areas lacking recreational facilities.

Commissioner Dollison further noted Polk County's limited services for seniors, including few adult daycares or in-home care options, and emphasized the importance of the center in helping seniors remain independent. He encouraged continued collaboration with Polk County officials to expand support for these services.

❖

City Manager Stavres reminded the Commission of the Winter Haven High School Parade on October 22, 2025 that would commence at 4:00 p.m. with the parade starting at 5:30 p.m. Since this was the same evening as the City Commission Agenda Review Session, he asked if they wanted to cancel or move the meeting to another date or time.

There was consensus of the Commission to change the time of the October 22, 2025 City Commission Agenda Review Session to 6:30 p.m. from 5:30 p.m.

❖

Mayor Pro Tem Yates asked for an update on applications for the vacant Grant and Aid Application Review Committee (GAARC) seat. Public Affairs and Communications Director Hill confirmed there were four.

Mayor Pro Tem Yates asked if staff would make a recommendation to the City Commission. City Manager Stavres explained that he would review the applications for conflicts and diversity of representation before presenting all four candidates and a staff recommendation to the City Commission, which would ultimately make the appointment. Mayor Pro Tem Yates also asked if this new process would apply to all future vacancies. City Manager Stavres confirmed it would, explaining that a recent resolution was updated to remove individually named members and allow future Commissioners to make appointments as seats become vacant.

17. DEPUTY CITY MANAGER REPORT – No report

18. CITY CLERK REPORT – No report

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 7:03 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

DATE: October 15, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Shawn Dykes, Human Resources Director
Frank Mega, Pension Plan Administrator

SUBJECT: Winter Haven Firefighters' Pension Board of Trustees
Appointment of Applicant - Casey Clark

BACKGROUND

The Winter Haven Firefighters' Pension Board of Trustees consists of five members. Two members must be City residents and are appointed by the City Commission. Two members must be full-time Firefighters who are elected by a majority of active firefighters of the plan. The fifth member is chosen by a majority of the first four members. Each trustee serves a four-year term.

Following the resignation of Trustee Credie Windemaker from a City appointed resident seat, the City opened the application period for the vacancy from August 6, 2025, through September 5, 2025. During this time, the City received one application, from Casey Clark.

The vacant seat requires the appointee to be a City resident. While the Commission holds the authority to appoint any eligible City resident, experience with boards or pension related matters may be considered a beneficial qualification

With this being a Commission Appointed Trustee position, the application is being provided for review and consideration for appointment. Upon approval by the Commission, Mr. Casey Clark will be appointed accordingly.

FINANCIAL IMPACT

There is no financial impact.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government

- **Goal:** 6.4 – Continue to cultivate a team made up of high quality talent, capable of bringing fresh perspective and creative ideas, serving as good ambassadors of the City through all service areas.

RECOMMENDATION

Staff recommends the City Commission appoint Casey Clark to the Winter Haven Firefighters' Pension Board of Trustees for a four-year term.

ATTACHMENT

- Application – C Clark

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) Firefighters' Retirement System Pension Board

2) _____

3) _____

Name: Clark (Last) Casey (First) Reid (Middle)

Address: (Home) 206 College Grove Cir NE, Winter Haven, FL 33881

(Mailing) 206 College Grove Cir NE, Winter Haven, FL 33881

(Office) 301 AVE G SW, Winter Haven, FL 33880

Phone: (Home/Cell) 863-280-3561 (Office) 863-291-5665

(Email) Casey.r.clark23@gmail.com (Fax) _____

Employer: Winter Haven Fire Department

Position: Firefighter / EMT Years/Months: 3 / 6

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ●	No ☐
Are you a registered voter?	Yes ●	No ☐
Do you own property in Winter Haven?	Yes ☐	No ●
Are you currently serving on a City Board/Committee?	Yes ☐	No ●
Have you ever served on a City Board/Committee?	Yes ☐	No ●

- If yes, when and which Board(s)/Committee(s)? _____

Are you a City employee? Yes ● No ☐

How long have you lived in Winter Haven? Years/Months: 1 Year / 3

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I want to serve on the Firefighters' Retirement System Pension Board to help protect and manage our retirement system responsible. I believe it is important for firefighters to have confidence in the security of their future, and I want to represent my fellow members in that process.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

I have over three years of experience as a Firefighter/EMT with Winter Haven Fire Department and nearly a decade in the fire service overall. In my career, I've seen both good and poor stewardship of money, and it has reinforced how important responsible financial oversight is for firefighters and their families. I want to be a part of this board to contribute in a meaningful way, ensuring that our pension system remains strong, sustainable and fair for all members.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

I do not have any conflicts of interest that would prevent me from serving objectively on this board. I am committed to making decisions in the best interest of all current and future members of the Firefighters' Retirement System.

REFERENCES:

Name	Address	Phone
Brian Beasley		863-604-0922
William Emro		863-585-0163
Sean Schrenker		863-581-1927
Charlie Robles		407-484-5506

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × _____ ***Date*** 08/19/2025

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION

TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298-5293
vcastillo@mywinterhaven.com

DATE: September 26, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Amanda-Jo Nicholson, Assistant to the City Manager

SUBJECT: Authorization for Travel and Training

BACKGROUND

In April 2011, the City Commission amended the City's Policy Relating to the "Travel and Training Expenses for Both Officials, Employees, and City-Sponsored Boards and Committees". As part of the amended policy, any travel and training for the City Manager and City Commissioners must be presented to the City Commission for pre-authorization prior to attending a convention, conference or training program. In accordance with the City Commission's Policy, authorization is requested for the following:

Event:	Polk County Day 2026
Dates:	January 21-23, 2026
Location:	Tallahassee, FL
Attendees:	Five City Commisioners. City Manager Stavres, Deputy City Manager Carnevale, Public Affairs & Communication Director Hill.

FINANCIAL IMPACT

Hotel and other travel related expenses associated with the travel and training outlined above will be accounted for within the City Commission, City Managers, and Public Affairs cost centers.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.2 – Engage and participate in legislative matters (State & Federal) and advocate for Home Rule and local priorities.
- **Strategy:** 6.2.1 – Strategically engage in local, State and national professional organizations and coalitions.

RECOMMENDATION

Staff recommends the City Commission approve the travel as outlined above.

DATE: October 13, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

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

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BACKGROUND

On July 1, 2025, the City of Winter Haven issued a Request for Qualifications (RFQ-25-33) for the Design Criteria and Owner's Representative Professional Services for the Utility Administration Facility, Water Resource (Education) Center, and Operations Center. On September 10, 2025 the Commission authorized the City Manager, or his designee, to negotiate a contract for the project with Dewberry Engineers, Inc.

This initial scope of work includes Task One - Design Criteria Package and Task Two - Review and Recommendation of Design Build Service RFQ. Subsequent tasks for the Owners Representative Services through the design, permitting and construction for the facility will be negotiated and authorized when the Design Build contractor is successfully retained to proceed with the project. It is anticipated that the project will be completed in July 2027.

FINANCIAL IMPACT

The phased approach to the costs for the Owner's Representative Services is $246,637.72 for Tasks One and Two. Funds are budgeted in Fiscal Year 2025-2026 in account 402-08-305-6301 and is reflected in the Water Departments five-year Capital Improvement Project (CIP) in fiscal years 2026 and 2027.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.

AND

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

RECOMMENDATION

Staff recommends the City Commission approve the Design Criteria and Owner's Representative Professional Services Agreement for the Winter Haven Water Administration Facility, Water Resource (Education) Center and Operations Center, including Tasks One and Two of the Scope of Work with Dewberry Engineers, Inc. pursuant to the qualifications submitted for RFQ-25-33, and authorize the City Manager to execute the Design Criteria and Owner's Representative Professional Services Agreement and further authorize the City Manager or his designee to take any further actions necessary and related thereto.

ATTACHMENTS

- Design Criteria and Owner's Representative Professional Services Agreement (RFQ-25-33)
- Design Criteria Package & Owner's Representative Services, Scope of Work (Tasks One & Two)
- Conceptual Site Plan

CITY OF WINTER HAVEN, FLORIDA
DESIGN CRITERIA AND OWNER'S REPRESENTITIVE PROFESSIONAL SERVICES AGREEMENT

This ***Design Criteria and Owner's Representative Professional Services Agreement*** ("*Owner's Representative Agreement*") is made between the City of Winter Haven, Florida, a Florida municipal corporation ("City") and the following professional engineering services vendor:

Vendor Name and Address:

Dewberry Engineering, Inc.
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803-3251
rbeltran@Dewberry.com

("Vendor").

WHEREAS, the City issued *City of Winter Haven Request for Qualifications RFQ 25-33* ("RFQ") for the purpose of soliciting qualification statements from engineering firms interested in entering into a contract for design criteria and owner's representative professional services for the City's proposed Utility Administration, Water Resource (Education) Center and Operations Center (Professional Services) with the City; and

WHEREAS, in compliance with the protocol prescribed by the Florida *Consultants' Competitive Negotiation Act* ("CCNA"), codified at § 287.055 of the Florida Statutes, Vendor was selected by the City's governing body as the most qualified firm to perform the professional Services envisioned by the RFQ; and

WHEREAS, this *Owner's Representative Agreement* is the result of the "Competitive Negotiation" phase of the CCNA protocol and is determined by the City's governing body to be "fair, competitive and reasonable" for the City and its citizens; and

WHEREAS, the Professional Services needs for the City to be performed by the Vendor are described more fully in the scope of work included within the City's RFQ-25-33 and the Vendor's response thereto which are attached hereto as Composite Exhibit 'A' *("Owner's Representative Agreement Scope of Work")*; and

WHEREAS, the City intends to fulfill its project needs by assigning task orders to the Vendor pursuant to the terms and conditions of this *Owner's Representative Agreement*; and

WHEREAS, Vendor has agreed to provide Professional Services to the City upon the terms and conditions as hereinafter set forth;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the exchange of which is both acknowledged and deemed sufficient by the

parties as binding, and *subject always* to availability of funding as determined by the City's annual appropriations process the City agrees to retain Vendor and Vendor agrees to perform Professional Services for the City on a Task Order basis, and as described in the RFQ, upon the following terms and conditions:

ARTICLE I
INITIAL PROVISIONS

1.1 Incorporation of Recitals

The foregoing recitals are found factually true by the parties and are incorporated in this *Owner's Representative Agreement* as if set forth herein in full.

1.2 Agreement Not Exclusive

Vendor acknowledges that this *Owner's Representative Agreement* does not constitute an exclusive agreement with the City for the performance of Professional Services and that the City has or may enter into multiple contracts with multiple vendors covering the same or similar continuing contract services or specific project-related services, depending on the circumstance, in compliance with the CCNA and applicable Florida law.

1.3 Time of the Essence in Completion of Work

(a) Vendor understands and acknowledges that **time is of the essence in completion** of all Professional Services work assigned under this *Owner's Representative Agreement* and the City may incur damages if such work is not completed on time. The Vendor shall at all times carry out its duties and responsibilities as expeditiously as possible, consistent with the level of professional skill and care required hereunder and in accordance with any design schedule agreed upon by the Vendor and the City, subject to such delays that are not the fault of the Vendor or anyone working on behalf of Vendor. Vendor represents that it is thoroughly familiar with and understands the requirements of the scope or work in this *Owner's Representative Agreement* and is experienced in its practice areas as well as the design and administration of construction of building projects of the type and scope within such practice areas or as related to the specific project identified herein, whichever may apply.

(b) Vendor shall achieve final completion of each Task Order issued pursuant to this *Owner's Representative Agreement* and each assigned task therein within an agreed time period determined and agreed upon by both parties from the date appearing in the ***Notice To Proceed*** form for the envisioned project. Vendor agrees to begin each assigned task in conformity with the provisions set forth and to prosecute it with all due diligence so as to complete the entire envisioned work and project by the time limits set forth in the agreed time period. With respect to Task Orders that have deadlines, time will be of the essence unless stated otherwise in the individual Task Order and a liquidated damages clause may be

included in the individual Task Order.

1.6 Coordination

Vendor shall perform its Professional Services in conjunction, and in coordination, with services to be performed by any builder or contractor engaged by the City to construct the subject of the Vendor's professional Services.

1.7 Cooperation

Vendor shall endeavor to develop, implement and maintain, in consultation with the City and any other party involved in the subject of the Vendor's Professional Services, a spirit of cooperation, collegiality, and open communication so that the goals and objectives of each are clearly understood, potential problems are resolved promptly and, upon completion, the City's need for professional services is deemed a success.

1.8 Correction of Errors and Omissions

Vendor shall, at no additional cost to the City, immediately make additions, changes and corrections to any documents prepared by Vendor necessitated by errors and omissions in the Vendor's performance of its Professional Services.

1.9 Professional Standards

(a) Vendor shall perform its services in accordance with the generally accepted standards and practices customarily utilized by competent consulting firms furnishing the similar types of services specified herein in this *Owner's Representative Agreement*, or specified in a Task Order issued pursuant to this *Owner's Representative Agreement*, in effect at the time that Vendor's services are rendered.

(b) Vendor shall be responsible for the validity, completeness and accuracy of information it chooses to rely upon in performing its services specified herein in this *Owner's Representative Agreement*, or specified in a Task Order issued pursuant to this *Owner's Representative Agreement*, regardless of whether such information is provided to it by a third party or determined by it from independent work.

1.10 Schedule of Work

City has the sole right to determine which task, unit, or section of work that Vendor shall execute and in what order. Authorization by the City, either in a Task Order or in a separate writing, shall cover in detail the scope and intent of the proposed services.

1.11 No Equitable Increases in Costs or Price; No Damages For Delay By City

(a) Vendor shall not be entitled to an equitable increase in the contract price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Vendor agrees that extensions of the contract time, as may be agreed upon by the City, are the sole and exclusive remedy for events of delay.

(b) If Vendor submits a schedule or expresses an intention to complete tasks or work required by any required milestone or completion date, the City shall not be liable to Vendor for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by the City or its elected officials, officers, agents, or employees, should Vendor be unable to complete the work before such milestone or completion date as is described within the schedule.

(c) On any particular Task Order assigned to Vendor by this *Owner's Representative Agreement* the City reserves the right to include a provision for liquidated damages as a result of any project or work delay.

ARTICLE II
BASIC SERVICES

2.1 Basic Professional Engineering Services

Vendor shall provide the City with professional engineering services:

(a) in the various areas of engineering practice related to matters set forth in the *Owner's Representative Agreement Scope of Work*, if designated therein; or

(b) related to specifically identified tasks listed in the *Owner's Representative Agreement Scope of Work*, if such tasks are designated therein; or

(c) both of the above, if designated in the *Owner's Representative Agreement Scope of Work*.

The basic services that may be required by the City, subject to the *Owner's Representative Agreement Scope of Work* are (i) design criteria services, (ii) project design and permitting services, (iii) pre-construction services, (iv) construction services, (v) close-out services and (vi) funding compliance, all of which may be authorized by the City from time to time in Task Orders issued pursuant to this *Owner's Representative Agreement*.

2.2 Consultation Before Issuance of Task Order

Prior to the issuance of a Task Order, if the Vendor's *Owner's Representative Agreement Scope of Work* may fulfill a City need for specific Professional Services, the City may, at its option, consult with Vendor on the proposed scope of the task or series of tasks desired. At the City's request, Vendor shall generate, at no cost to the City, a detailed scoped document that, in addition to a full description of the task or series of tasks to be performed, shall include:

(a) a proposed cost for the Vendor's services and the manner or method for calculating the same;

(b) a proposed schedule to accomplish the task or series of tasks

(c) a list of proposed deliverables to be generated by the Vendor and given to the City; and

(d) a comparison analysis of the Vendor's proposed cost for services to the *Design Professional Fee Guidelines* promulgated by the Florida Department of Management Services, Division of Real Estate Development and Management ("DMS") using the online DMS "Fee Guide Calculator for AE Services" and the proper complexity group for the proposed scope.

After review of the scoped document and the fee comparison analysis, the City may, in its sole discretion, engage Vendor and issue a Task Order for performance of part or all of the proposed scope or determine not to proceed with Vendor, the proposed scope or both. The City may also, in its sole discretion, negotiate with Vendor as to the proposed cost for performance of the Vendor's services. The exercise of the City's consultation rights in this paragraph shall not constitute a Task Order or form the basis for any expectation of future work assignments.

2.3 Task Order

When the City determines it has a need for the Vendor's Professional Services under this *Owner's Representative Agreement*, the City shall issue the Vendor a mutually agreeable written authorization to proceed ("Task Order") that provides a full description of the task or series of tasks to be performed.

2.4 Construction Phase Services

When instructed by Task Order to perform Professional Services unless specifically and unequivocally instructed differently in the Task Order, the Vendor shall:

(a) Consult with and advise the City and act as its representative as provided in the City's construction contract documents, *provided* that the City shall retain and always have the sole discretion as to the form of the Contract Documents and how the Contract Documents are to be amended from time to time, if at all;

(b) Prepare for and attend a pre-construction meeting conducted by the City with representatives of the City's contractors, subcontractors, utility companies and other necessary parties, as directed by Task Order;

(c) Consult with the City concerning the acceptability of subcontractors and other persons or organizations proposed by the City's contractor for portions of the work;

(d) Furnish to the City's contractors, at contractors' expense and for no more than the actual cost of reproduction, as many copies as are requested of the Contract Documents, construction drawings and specifications for construction purposes;

(e) Review and approve shop and equipment drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, results of tests and inspections, and other data which any contractor is required to submit, and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by a contractor in accordance with the City's Contract Documents;

(f) Devise a timely and efficient tracking system for shop drawings that are disapproved or for which corrections, modifications, or changes are necessary that accounts for the status of each drawing and party responsible for correcting, modifying or changing each drawing before final approval and acceptance;

(g) Prepare routine change orders as required;

(h) Evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor and make recommendations to the City;

(i) Review, verify, approve, and certify contractor monthly estimates, final estimates and payments in compliance with the provisions of the Contract Documents and the time frames for review provided in the *Local Government Prompt Payment Act*;

(j) Periodically review record drawings as prepared by the City's contractors and verify the accuracy and completeness thereof, prior to recommendation to the City of the release of progress payments for the work in question;

(k) Furnish the City with five (5) sets of reproducible revised contract drawings showing the work "as constructed" based on the marked-up prints, drawings, and

other data furnished by the contractor's field engineering and inspection personnel considered to be significant;

(l) Track the progress of the contractor and submit a written report to the City at the thirty percent (30%), sixty percent (60%), and ninety percent (90%) stages of the construction as identified by the contractor's original approved schedule or as defined in the Task Order, documenting the progress of the contractor relative to the original approved schedule;

(m) Endeavor to minimize the potential areas for claims by initiating timely, thorough, and complete communication amongst the City, the design and construction contract principals, other local, state, or federal parties (if directed by the City in the relevant Task Order) and any private entities that may also be involved;

(n) Immediately notify the City in writing of all data relevant to potential claims, and of which Vendor is or becomes aware;

(o) Report to the City the status of all significant construction-related system operational and system quality concerns, as well as the actions taken by the Vendor to encourage effective communication between the City and the contractor and the timely resolution of such concerns. If Vendor identifies a concern, Vendor shall keep a detailed log on the item in question and pursue the timely resolution of that item.

(p) Receive and review maintenance operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests and approvals which are to be assembled by the contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals, the results certified will indicate compliance with the Contract Documents, Drawings, and Specifications); and shall transmit them to the City with written comments.

ARTICLE III
VENDOR COMPENSATION

3.1 Compensation, Generally

For the Professional Services described in each Task Order, the City agrees to pay, and the Vendor agrees to accept compensation in accordance with the compensation method and compensation terms provided for by the Task Order. For each proposed Task Order, a mutually acceptable fee shall be negotiated for completion of the Professional Services described in the Task Order after the scope of services has been defined, but before the Task Order is issued. In the event that a Professional Service is assigned to Vendor by the City and a specific fee is not established in the Task Order, Vendor shall bill the City for Professional Services performed

using the Vendor's hourly rate schedule attached (Schedule B) to or that may be identified in any Task Order(s) issued hereunder. Notwithstanding anything herein, the City shall only be obligated to pay for those services that the Vendor can demonstrate are reasonable, provable, and within the scope of services of a properly executed Task Order.

3.2 Reimbursable Expenses

City agrees to reimburse Vendor for certain direct out-of-pocket expenses as listed below; these direct charges shall be submitted to the City on a timely basis at actual cost, verified by appropriate bills, invoices and other documents. Each claimed reimbursable expense shall not exceed One Thousand Dollars ($1,000.00) except when authorized in a Task Order or in an advance writing by the City. Other than the following charges, Vendor shall not be entitled to claim, nor shall Vendor receive, reimbursement for any of its expenses or out-of-pocket charges incurred while performing services for the City pursuant to this *Owner's Representative Agreement* and any Task Order issued pursuant thereto:

(a) *Travel and Subsistence*

Vendor shall be reimbursed for travel and subsistence in accordance with § 112.061, Florida Statutes (2024) for any Class A travel or Class B travel required by the terms of this *Owner's Representative Agreement* or by Task Order. All travel and subsistence claims shall be determined based on travel time and distance from Vendor's closest local office to Winter Haven, Polk County, Florida. Notwithstanding anything in this *Owner's Representative Agreement* to the contrary, Vendor shall not claim, and Vendor shall not be entitled to receive, any reimbursement for travel and subsistence claims for Class C travel, travel between any two of Vendor's offices, travel between any of Vendor's offices and any of Vendor's subcontractor's offices, or travel between any of Vendor's offices and Winter Haven, Polk County, Florida.

(b) *Printing and Reproduction*

The actual cost of reproduction of reports, plans and specifications except as otherwise provided for in or required by this *Owner's Representative Agreement.*

(c) *Services of Others*

The actual cost of services for others when authorized by the City.

3.3 No Equitable Increases in Compensation

Notwithstanding anything appearing in this *Owner's Representative Agreement*, in any Task Order issued pursuant to this *Owner's Representative Agreement*, or in any form of agreement or contract executed between the City and a construction contractor, Vendor's compensation by the City shall not be equitably increased under any circumstance.

3.4 Amendments to Hourly Rate Schedule

During the term of this *Owner's Representative Agreement*, Vendor's hourly rate schedule, attached to this *Owner's Representative Agreement* as Exhibit C, may only be amended by mutual agreement of the Vendor and the City in writing.

ARTICLE IV
PAYMENTS TO VENDOR

4.1 Payments, Generally

City shall pay Vendor for services rendered in accordance with the terms and conditions of the *Local Government Prompt Payment Act*, Part VII, Chapter 218, Florida Statutes (the "Act"). As used in the Act, the term "interest" shall mean one percent (1%).

4.2 Withheld Payments

When the City has reasonable ground for belief, or information to believe, that (a) Vendor will be unable to perform the assigned services under any Task Order within the related time frame or (b) a meritorious claim exists against Vendor or the City arising out of Vendor's negligence or Vendor's breach of any provision of this *Owner's Representative Agreement* or any Task Order, City may withhold a payment otherwise due and payable to Vendor. Any payment so withheld may be retained by the City for such period as it deems advisable to protect the City against any loss or deprivation that the City may incur. This provision is intended solely for the benefit of the City and no person shall have any right against the City, or its agents, employees or officials, by reason of the City's withholding of Payments. Interest no greater than one percent (1%) simple interest, per month shall only be payable by the City on amounts withheld under this provision if the City has acted without justification. This provision shall not be construed to limit or in any way prejudice any other right that may accrue to the City.

4.3 Payment at Termination

Upon the termination of this *Owner's Representative Agreement*, Vendor shall prepare a final and complete statement for all services and reimbursable expenses incurred since the posting of the last statement to and through the date of termination.

4.4 Final Payment

The acceptance by Vendor, its successors, or assigns, of any final payment due upon termination of this *Owner's Representative Agreement* or termination of any Task Order, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that Vendor, its successors, or assigns have or may have against the City under the provisions of this *Owner's*

Representative Agreement or Task Order, unless otherwise previously and properly filed pursuant to the provisions of this *Owner's Representative Agreement* in a court of competent jurisdiction. This subsection does not affect any other portion of this *Owner's Representative Agreement* that extends obligations of the parties beyond final payment.

4.5 Sales Tax

Under Florida law, City is exempt from sales taxes imposed upon professional services when City purchases such services directly. Vendor agrees to pay actual taxes imposed or assessed as a result of the provision of any services provided under this *Owner's Representative Agreement* or any Task Order issued hereunder. City and Vendor agree that this subsection may be modified by a duly executed amendment in the event of future changes to Florida law that affect the parties, terms, or conditions of this *Owner's Representative Agreement*.

4.6 Payment Disputes

In accordance with the Act, § 218.76(2), Florida Statutes, any dispute arising with respect to payment by the City pursuant to this *Owner's Representative Agreement*, or any Task Order issued hereunder, shall not constitute a material breach of this *Owner's Representative Agreement* but shall, instead, be subject to the dispute resolution procedure provided for by local law. In the absence of such procedure, a dispute shall be subject to mediation before any party may terminate this *Owner's Representative Agreement* for cause, or institute litigation.

ARTICLE V
TERM OF AGREEMENT, SUSPENSION OF WORK AND TERMINATION

5.1 Term of Agreement

This *Owner's Representative Agreement* shall be effective on the day it is executed by both parties ("Effective Date"). The initial term of this *Owner's Representative Agreement* shall begin on its Effective Date and end on September 30 of the third full municipal fiscal year thereafter. Upon expiration of the initial term, or of any renewal term, this *Owner's Representative Agreement* may be renewed for a new term of three (3) fiscal years by mutual agreement of the parties.

5.2 Suspension of Work

Work being performed under this *Owner's Representative Agreement* may be suspended as follows:

(a) *By City*

By written notice to Vendor, City may suspend all or a portion of Vendor's work under this *Owner's Representative Agreement*, including any Task Order issued hereunder, if unforeseen circumstances beyond the City's control make normal progress impracticable.

If the suspension is greater than sixty (60) days, Vendor shall have the right to terminate this *Owner's Representative Agreement* in accordance with Paragraph 5.3(c) below. The City's suspension of work hereunder shall be without prejudice to any other remedy of the City at law or equity.

(b) *By Vendor*

By written notice to the City, Vendor may suspend work under this *Owner's Representative Agreement*, including any Task Order hereunder, if it reasonably determines that working conditions at a work site that are outside of its control are unsafe or in violation of applicable laws. If the suspension is greater than sixty (60) days, the City shall have the right to terminate this *Owner's Representative Agreement* in accordance with Paragraph 5.3(c) below. The Vendor's suspension of work hereunder shall be without prejudice to any other remedy it may have at law or equity.

5.3 Termination of Agreement

(a) *By City*

This *Owner's Representative Agreement* may be terminated by the City as follows:

(1) for its convenience on thirty (30) days' written notice to Vendor; or

(2) for cause, if Vendor or any entity utilized by Vendor to provide services under this *Owner's Representative Agreement* materially breaches this *Owner's Representative Agreement* through no fault of the City and Vendor neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after City has given written notice of the alleged breach to Vendor.

(b) *By Vendor*

This *Owner's Representative Agreement* may be terminated by Vendor as follows:

(1) for its convenience on ninety (90) days' written notice to City; or

(2) for cause, if the City materially breaches this *Owner's Representative Agreement* through no fault of Vendor and the City neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after Vendor has given written notice of the alleged breach to the City.

(c) *Termination After Suspension*

If work under this *Owner's Representative Agreement* has been suspended under the

provisions of Paragraph 5.2 for more than sixty (60) days in the aggregate, the party with a right of termination may, for its convenience and upon five (5) days' notice to the other party, terminate this *Owner's Representative Agreement*.

ARTICLE VI
DOCUMENTS AND INSTRUMENTS OF SERVICE

6.1 Documents; Ownership and Reuse

All documents, including without limitation, drawings, test results, recommendations, technical specifications, and reports, whether in hard copy or electronic form, which are prepared by Vendor solely as a result of or for the purposes of this *Owner's Representative Agreement*, shall become the property of the City when Vendor has been fully compensated for its services under each Task Order. Upon receipt of final payment, Vendor shall transfer to the City all legal and equitable rights to such documents, including copyrights. Vendor and City recognize that Vendor's work product submitted in performance of this *Owner's Representative Agreement* is intended only for the projects and tasks described in the Task Orders issued hereunder. The City's alteration of Vendor's work product or its use for any other purpose shall be at the City's own risk and the City shall hold harmless and indemnify, in an amount not to exceed the monetary limits of Florida's waiver of sovereign immunity announced in § 768.28(5), Florida Statutes (2024) in total regardless of the theory or cause of action, against all losses, damages, costs and expenses, including attorneys' fees, that may arise out of or relate directly to any such alteration or unauthorized use.

6.2 Electronic Documents

As an accommodation to the City, Vendor shall make copies of its work product documents available in standardized electronic computer-readable media. These documents will duplicate the original sealed documents provided as work product pursuant to Task Orders, but will not bear the signature or professional seal of the registered professional responsible for the work. During the performance of work under this *Owner's Representative Agreement* Vendor will maintain an official copy of each of its work product documents in electronic form, which shall serve as the official archived electronic record. Upon receipt of final payment, Vendor shall transfer to the City all of its official archived electronic records. Vendor may keep and use a copy of the City's official archived electronic records for its own purposes.

ARTICLE VII
INDEMNIFICATION

7.1 Vendor's F.S. § 725.08 Indemnifications

Vendor shall indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, damages – including but not limited to all fees and charges of attorneys, and other professionals, and all court or other dispute resolution costs, both trial and appellate – liabilities, expenditures, or causes of action of any

kind, including negligent, reckless, or willful or intentional acts or omissions of Vendor and any person or organization directly or indirectly employed by Vendor to perform or furnish any work or anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in this *Owner's Representative Agreement*, any services pursuant to any Task Orders issued hereunder, or in any project or work order. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities and expenses arising out of or from:

(a) any act, omission or default of Vendor or its employees or agents, including negligent, reckless, willful or intentional acts or omissions;

(b) any and all bodily injuries, sickness, disease or death;

(c) injury to or destruction of tangible property, including the loss of use resulting therefrom;

(d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this *Owner's Representative Agreement*, any Task Order issued hereunder or any project, task or work performed thereunder; and

(e) the violation of any federal, state, county or City laws, by-laws, ordinances or regulations by Vendor or its employees, or agents.

For purposes of compliance with Florida law, Vendor acknowledges that the indemnifications given in this paragraph shall be deemed a part of the project specifications and bid documents and are given pursuant to and to the maximum extent allowed by the provisions of § 725.08, Florida Statutes (2024).

7.2 Vendor's F.S. § 725.06 Indemnifications

Vendor shall indemnify, defend, and hold harmless the City, its elected officials, officers, agents and employees, from liability for damages to persons or property caused in whole or in part by any act, omission, or default of Vendor, specifically including negligent, grossly negligent, intentional, willful and reckless acts, done, made or failed to be done or made in the performance of any services as may be described or provided in this *Owner's Representative Agreement*, any services pursuant to any Task Orders issued hereunder, or in any project or work order which relates to, pertains to, or arises from this *Owner's Representative Agreement*. Vendor also agrees to indemnify, defend, save and hold harmless the City, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against the City, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation. **For purposes of compliance with Florida law, Vendor acknowledges that the indemnifications in this provision shall be**

deemed a part of the project specifications and bid documents and are given pursuant to and to the maximum extent allowed by the provisions of § 725.06, Florida Statutes (2024). Indemnification shall have a monetary limitation of no less than the sum of five million dollars and zero cents ($5,000,000.00) per occurrence, which the parties declare to bear a reasonable commercial relationship to this *Owner's Representative Agreement.*

7.3 Payment of Claims

In the event of any liabilities, damages, losses, costs, expenditures, fines or fees which fall within the indemnities set forth above in paragraphs 7.1 and 7.2 of this *Owner's Representative Agreement*, payment of any amount due pursuant thereto shall, after receipt of written notice by Vendor from the City that such amount is due, be made by Vendor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Vendor shall promptly reimburse the City for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the day of the City's payment.

7.4 Defense of City; Attorneys' Fees, Costs and Expenses

Vendor agrees, at its own expense, after receipt of written notice from the City, to defend any action against the City that falls within the scope of the indemnities set forth above in paragraphs 7.1 and 7.2 of this *Owner's Representative Agreement*. At its option, the City may elect to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Vendor. Additionally, if Vendor, after receipt of written notice from the City, fails to make any payment due hereunder to the City, Vendor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from City. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor.

7.5 Consideration for Indemnifications

Vendor acknowledges that Five Hundred Dollars ($500.00) of the amount paid to it under this *Owner's Representative Agreement* is in consideration, for all contractual indemnifications given by it to the City in Article VII and deems such sum to be adequate consideration.

ARTICLE VIII
INSURANCE

8.1 Insurance, Generally

Vendor shall purchase, maintain, and keep in full force, effect, and good standing, policies of insurance with general lines insurance carriers licensed to do business in the State of Florida rated B+ or better by A.M. Best, and any other insurance necessary, to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, its

operations, performance, or services, or all of these things, or any of these things in combination, whether such operations, performance or services are by Vendor, any of its officers, employees, agents or subcontractors, or anyone for whose act or acts it may be liable:

(a) Claims under Workers Compensation, disability benefit, or other (similar) employee benefit acts; and

(b) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees; and

(c) Claims for damages for personal injury; and

(d) Claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

8.2 Limits of Liability and Specific Requirements

The insurance required by this *Owner's Representative Agreement* shall be written for not less than the limits of liability specified below, or required by law, ***whichever is greater***, and shall include contractual liability insurance as applicable to Vendor's obligation under Paragraph 8.1, above.

(a) *Worker's Compensation*

Coverage is to apply for all employees for statutory limits in compliance with applicable state and federal laws. The policy must include Employers' Liability with a limit of not less than $500,000 each accident, not less than $500,000 each employee, and not less than $500,000 policy limit for disease.

(b) *Commercial General Liability*

Vendor shall maintain commercial general liability ("CGL") insurance with a limit of not less than $500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the location or project in the amount of not less than $1,000,000. Products and completed operations aggregate shall be in the amount of not less than $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at not less than $100,000.

(c) *Commercial Automobile Liability Insurance*

Vendor shall maintain automobile liability insurance with a limit of not less than

$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (included owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Errors and Omissions*

Vendor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of not less than $1,000,000, with a $500,000 self-insured retention or, Vendor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage) and will thereafter recover the self-insured retention from the insured. The errors and omissions policy shall be in effect and shall insure Vendor's performance on City projects in accordance with the terms thereof. The coverage must respond to all claims reported within four (4) years following the period in which coverage is required.

8.3 Insurance Administration

Vendor shall file insurance certificates with the City, evidencing all insurance coverages referred to in this Article, at least ten (10) calendar days after the Effective Date of this *Owner's Representative Agreement*. The certificates shall be fully acceptable to the City in both form and content, and shall provide and specify that the related insurance coverage shall not be canceled or changed without at least thirty (30) calendar days prior written notice having been given to the City. Vendor further agrees that no material modification or reduction shall be made to any insurance policy coverage referred to in this *Owner's Representative Agreement*, unless Vendor gives written notice to the City within seven (7) calendar days of Vendor having been given notice by the insurer of such material modification or reduction. "Material modification" shall mean but not be limited to, reduction in the limit of liability by endorsement to the policy during the policy period, change and types of claims payable, or any other change that significantly reduces the coverage originally provided in the policy's terms. Vendor shall have thirty (30) calendar days following any such modification to file a revised insurance certificate with the City demonstrating that the particular coverage has either been reinstated, or has been provided through one or more other insurers that are acceptable to the City. Failure of Vendor to obtain the City's approval, or to satisfy the City with respect to the form and content of Vendor insurance certificates, shall be grounds for termination of the *Owner's Representative Agreement* as specified in Paragraph 5.3(a)(2). It is also understood and agreed that it is Vendor's sole burden and responsibility to coordinate activities between itself, the City, and its insurers so that certificates are acceptable to and accepted by the City within the time limits described herein.

8.4 City to be Additional Insured; Vendor to be Primary Insured

The City shall be listed as an additional insured on all insurance coverage required by this *Owner's Representative Agreement*, except worker's compensation and professional liability/errors and omissions insurance. Furthermore, all other insurance policies pertaining to the services to be performed under this *Owner's Representative Agreement* and any Task Order issued hereunder shall memorialize that the insurance provided by Vendor, Vendor's

subcontractors, or all of these entities ("primary insureds") shall apply on a primary basis, and that any other insurance maintained by the City shall be in excess of and shall not contribute to or be commingled with the primary insureds' insurance.

8.5 Insurance to be Without Recourse

Vendor shall ensure that any company issuing insurance to cover the requirements contained in this *Owner's Representative Agreement* agrees that they shall have no recourse against the City for payment or assessments in any form on any policy of insurance. All required insurance policies shall preclude any insurer's rights of recovery or subrogation against the City with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance. Violation of the terms of this paragraph and its subparts shall constitute a breach of this *Owner's Representative Agreement*, and the City, at its sole discretion, may cancel the *Owner's Representative Agreement* and all rights, title and interest of the Vendor shall thereupon cease and terminate.

8.6 City's Right to Require Additional Insurance

The City reserves the right to require or adjust any of the insurance coverages it deems necessary depending upon the company, the work to be performed, the overall project or the potential exposures.

8.7 Insurance Required Before Commencement of Activity

Vendor shall not commence performance of duties under this *Owner's Representative Agreement* or any Task Order issued hereunder until it has obtained all insurance coverages required under this Article and all certificates of insurance have been approved by the City. Further, Vendor shall not allow any of its subcontractors to commence performance of duties under any contract or agreement with the City until all similar such insurance coverages and certificates of insurance required have been obtained and approved.

8.8 City's Right of Inspection

Vendor shall, upon thirty (30) days written request from the City, deliver copies to the City of any or all insurance policies that are required in this *Owner's Representative Agreement*; ***provided however*** that Vendor shall be entitled to redact all confidential information on copies of all such policies of insurance that are delivered to the City, other than appropriate and relevant coverage information, policy limits, policy deductibles, insurance exclusions and information related thereto.

ARTICLE IX
MUNICIPAL PROVISIONS

9.1 Sovereign Immunity

City is a sovereign Florida municipal government. Nothing contained in this *Owner's Representative Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed, the parties agree that the total liability of the City to Vendor shall not exceed the agreed-upon price established in each Task Order issued hereunder. For all other matters, the parties agree that the total liability of the City to Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5), Florida Statutes (2024), regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

9.2 Audit Rights

The City reserves the right to audit the records of Vendor related to compensation issues associated with an authorized Task Order at any time during the execution of the Task Order and for a period of one (1) year after final payment is made. Failure of Vendor to maintain sufficient auditable records will authorize the City to determine, at its sole and conclusive discretion, the time and cost expended from information maintained by Vendor relevant to the Task Orders, work and projects performed pursuant to this *Owner's Representative Agreement*.

9.3 Public Records

Pursuant to Florida law, § 119.0701, Florida Statutes, Vendor must comply with Florida's public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services herein.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City agency in a format that is compatible

with the City's information technology systems.

Notice Required by F.S. § 119.0701:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, EXT. 224, VCASTILLO@MYWINTERHAVEN.COM, 451 THIRD STREET, N.W., WINTER HAVEN, FL 33881.

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

ARTICLE X
GENERAL PROVISIONS

10.1 No Assignment

This *Owner's Representative Agreement* is binding on the heirs, successors, and assigns of the parties hereto. This *Owner's Representative Agreement* may not be assigned by Vendor or the City without prior, written consent of the other. Vendor shall not sublet, assign, or transfer any work under this *Owner's Representative Agreement* without prior written consent of the City.

10.2 No Benefit for Third Parties

The services to be performed by Vendor under this *Owner's Representative Agreement* are intended solely for the benefit of the City, and no benefit is conferred on, nor is any contractual relationship established with any person or entity not a party to this *Owner's Representative Agreement*.

10.3 Compliance with Applicable Laws; New Regulations; Ethical Warranty

(a) Vendor agrees to comply with all federal, state, and local laws or ordinances applicable to all of the provisions of this *Owner's Representative Agreement* and all Task Orders issued hereunder.

(b) Vendor agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the City or Vendor to qualify for local, state or federal funding for the services to be rendered by Vendor hereunder, then vendor shall consent to and make such modifications or amendments in a timely manner. If Vendor is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for services to be rendered herein, then the City shall have the right, by written notice to Vendor, to terminate this *Owner's Representative Agreement* for convenience.

(c) Vendor represents and warrants unto the City that no officer, employee, or agent of the City has any interest, either directly or indirectly, in the business of Vendor to be conducted hereunder. Vendor further represents and warrants unto the City that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this *Owner's Representative Agreement*, or any Task Order issued hereunder and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Vendor, in consideration for or contingent upon, or resulting from the award or making of this *Owner's Representative Agreement*. Further, Vendor also acknowledges that it has not

agreed, as an expressed or implied condition for obtaining this *Owner's Representative Agreement*, to employ or retain the services of any person, company, individual or firm in connection with carrying out this *Owner's Representative Agreement*. It is absolutely understood and agreed by Vendor that, for the breach or violation of this representation and warranty, the City shall have the right to terminate this *Owner's Representative Agreement* without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any percentage, gift, loan, or anything of value paid by Vendor. Vendor shall also require, by contract, that all of its subcontractors shall comply with the provisions of this representation and warranty.

(d) *Scrutinized Companies.* Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Contract, Contractor certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. Contractor understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification.

(e) *Public Entity Crimes; Convicted Vendor List.* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Contract, Contractor certifies that it is not on the convicted vendor list.

(f) *Drug-Free Workplace.* By executing this Contract, Contractor certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

(g) *E-Verify.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor and any subcontractor hired by the Contractor. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

(h) *No Consideration of Social, Political, and Ideological Interests.* Contractor acknowledges receipt of notice from the City of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. Contractor affirms and agrees that the City did not request any documentation about, or give any consideration to, the Contractor's social, political, or ideological interests in the award of this Contract.

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

representative of the Contractor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

10.4 Severability and Substitution

If any part of this *Owner's Representative Agreement*, or any Task Order issued hereunder, is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, and a similar, valid and enforceable provision of like effect and intent shall be inserted in its place as far as is practicable. If the unenforceable part of this *Owner's Representative Agreement* or Task Order cannot be remedied by substitution, it shall be excised and the remainder of the *Owner's Representative Agreement* or Task Order shall be in full force and effect as if adopted in its absence. To this extent, the parties declare this *Owner's Representative Agreement* and all subordinate Task Orders to be severable.

10.5 Venue

(a) Each of the parties hereto hereby irrevocably agrees that venue for any suit, action or other legal proceeding against any of them arising with respect to this *Owner's Representative Agreement* or Task Order issued hereunder shall lie exclusively in the state court system situated in Polk County, State of Florida, consisting currently at the time of execution hereof of the County Court in and for Polk County, Florida and the Circuit Court for the Tenth Judicial Circuit in and for Polk County, Florida.

(b) Each of the parties hereto hereby irrevocably agrees that venue for any suit, action or other legal proceeding against any of them arising with respect to this *Owner's Representative Agreement* or Task Order issued hereunder shall not lie in any federal court, regardless of diversity of citizenship, amount in controversy or basis of question.

10.10 Remedies

All remedies provided in this *Owner's Representative Agreement* shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available to either party, at law or in equity. No delay or omission to exercise any City right or City power accruing upon any event of default shall impair any City right or City power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every City right and City power may be exercised from time to time as often as may be deemed expedient.

10.11 Public Entity Crimes

Any person or affiliate, as defined in § 287.133, Florida Statutes, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for work on this *Owner's Representative Agreement*, if such person or affiliate has been convicted of a public entity crime

within three (3) years of the date this *Owner's Representative Agreement* was advertised for proposals, or if such person or affiliate was listed on the State of Florida's convicted vendor list within three (3) years of the date this *Owner's Representative Agreement* was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency, federal, state or local, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with the City obtained in violation of this Paragraph shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this Paragraph shall be removed from all work and promptly replaced by a subcontractor acceptable to the City.

10.12 Licenses

Vendor shall, during the life of this *Owner's Representative Agreement*, procure and keep in full force, effect and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state and federal law in order for Vendor to render professional engineering services to the City. Vendor shall require all of its subcontractors to comply by contract with the provisions of this Paragraph.

10.13 Mutual Waiver of Claim

Vendor and the City hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this *Owner's Representative Agreement* or any part thereof, or by any judgment or award in any suit or proceeding declaring this *Owner's Representative Agreement* null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

10.14 Notices

All notices, demands, requests, consents, approvals, and other communications (collectively, "Notices"), required or permitted to be given hereunder shall be in writing and sent by electronic mail and by either: (a) registered or certified mail, postage prepaid, return receipt requested; or, (b) special delivery service (e.g. Federal Express, DHL, UPS); addressed to the party to be so notified as follows:

City:

T. Michael Stavres
City Manager
City of Winter Haven, Florida
451 Third Street, N.W.
Winter Haven, Florida 33881
Email: mstavres@mywinterhaven.com

With a copy to
(which shall not constitute notice):

Frederick J. Murphy, Jr., Esq.
City Attorney, City of Winter Haven, Fla.
Boswell & Dunlap LLP
245 South Central Avenue
Bartow, Florida 33830
Email: fjm@bosdun.com

Vendor:

At the address specified on Page 1 hereof

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person or delivered to the previously-designated address shall be effective.

10.15 Authorization

The persons executing this *Owner's Representative Agreement* on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this *Owner's Representative Agreement*, and that such persons have been duly authorized to execute this *Owner's Representative Agreement* on their behalf.

10.16 SECTION 558.0035, FLORIDA STATUTES

PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF VENDOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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

Dewberry Engineering, Inc.:

Executed this 17 day of October, 2025.

By: _____ VP
Name: Robert Beltran, PE
Title: Vice President, Business Unit Manager

City of Winter Haven, Florida:

Executed this ____ day of October, 2025.

By: _____
Name: T. Michael Stavres
Title: City Manager

EXHIBIT 'A'
OWENR'S REPRESENTATIVE AGREEMENT SCOPE OF WORK

Dewberry

Dewberry Architects Inc.
800 North Magnolia Ave, Suite 1000
Orlando, FL 32803-3251

407.843.5120
407.649.8664 fax
www.dewberry.com

Scope of Services
Design Criteria and Owner's Representative Professional Services for Design Build Project Owner Representative for The Utility Administration Facility, Water Resource Center, and Operations Center

Revised October 13, 2025
August 22, 2025

Dear Mr. Hubbard,

Thank you for considering Dewberry Engineers Inc. (Dewberry) to provide design criteria and owner representative services for the design build (DB) project for the Utility Administration Facility, Water Resource Center, and Operations Center for the City of Winter Haven Water Department on Buckeye Loop Road. We would be honored to have an opportunity to work with the City of Winter Haven and its staff. Dewberry is hereby submitting our proposal for these services, which also includes our fees and scope of work. This proposal serves as our Technical and Fee Proposal based on the Request for Qualifications (RFQ) provided to us in July 2025.

PROJECT UNDERSTANDING

The City of Winter Haven is requesting a firm to be their owner's representative to handle the oversight for the Water Department project to build a 36,750 square foot (SF) Administration and Operation Facility, 24,700 SF warehouse, 208 parking spaces, and accessory features on a City owned 10-acre parcel on Buckeye Loop Road in Winter Haven. The project is proposed to be designed, permitted, and constructed in two (2) phases (Preconstruction Phase and Construction Phase) using the DB project delivery method. The different elements of the project, site development, administration building, and warehouse are to run concurrently through the design, permitting, and construction phases.

In addition, the City has requested Dewberry and its consultants to review, edit, and complete the Design Criteria section of enclosed RFQ.

IDENTIFICATION OF TEAM

Dewberry will be the prime for this project and will provide architecture, civil engineering, landscape mechanical engineering, electrical engineering, plumbing engineering, and fire protection and fire alarm engineering.

The following firm will provide the noted services under subcontract agreements with Dewberry:

BBM Structural will provide structural engineering.

SCOPE OF WORK:

Dewberry and its consultants will provide owner-representative services. These services will include the following disciplines:

- Architecture
- Landscape Architecture
- Civil Engineering
- Structural Engineering

- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Fire Protection and Fire Alarm Engineering

Each discipline will be responsible for completing the following tasks:

Task One – Design Criteria Package

- Review and edit the Design Criteria Section 10 of the Request for Qualifications for the City of Winter Haven Design Build Services for the Utility Administration Facility Water Resource Center and Operations Center for City of Winter Haven Water Department dated October 2024
- Incorporate Schematic Design and Performance Specs
- Assist the City in preparation of RFQ
- Act as a technical advisor as a non-voting member of the Professional Selection Committee for the DB RFQ

Task Two – Review and Recommendation of Design Build Services RFQ

- Review proposals submitted by design build entities
- Attend presentations
- Prepare recommendations to award based on submitted qualifications
- Review and make recommendations on the City's draft agreement and scope of work proposed by the design build entity

ASSUMPTIONS:

- If the City and the DB are unable to agree on a GMP for construction phase services and the City terminates the existing DB contract or decides to complete the design and prepare construction documents for public bidding, the terms of this proposal are to be revised accordingly and agreeable by both parties.
- AV, IT, FF&E, or any other services not included above will be provided by City staff.
- Structural engineering will be provided by BBM Structural. Refer to the attached proposal.
- There are no LEED requirements as part of this project.
- 90% construction documents will be submitted for permitting and bidding.

EXCLUSIONS:

The following services are not included in the scope of work but could be provided for an additional fee:

1. Services not specifically described in the tasks above are not included.

SCHEDULE:

Dewberry will proceed with the services identified herein upon receipt of a formal Notice-to-Proceed (NTP) from the City. A preliminary version of the proposed schedule is included below assuming a Notice to Proceed is received by October 31, 2025:

• Design criteria package completion	November 17, 2025.
• Utility Administration Facility Design Build RFQ posting	January 2, 2026
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• Project construction	March 16, 2026, to July 9, 2027

Note: Above schedule is subject to City and all other parties' responses to the different tasks involved with this Proposal.

Compensation:
This Consultant Services Authorization establishes a not-to-exceed cost of $246,637.72. Compensation for the services performed under this Consultant Services Authorization shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Exhibit A.

Reimbursable Expenses:
Reimbursable expenses will be in addition to compensation for Basic Services and Additional Services and will be invoiced at cost plus an administrative fee of 10%. The following items will be considered reimbursable expenses:

1. Fees paid for securing approval of authorities having jurisdiction over the Project.
2. Printing, reproductions, plots, standard form documents.
3. Postage, handling, and delivery fees.
4. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner.

AUTHORIZATION
All terms and conditions of the _____ entered into between the parties dated _____, shall control the provisions of services under this Task Order.

City of Winter Haven

_____
Name: T. Michael Stavres
Title: City Manager
Date:

Dewberry Engineers, Inc
Roberto R Beltran Jr
2025.10.13 14:39:11 -04'00'
_____
Name: Robert Beltran, P.E. BCEE
Title: Vice President
Date: October 13, 2025

EXHIBIT 'B'
VENDOR'S HOURLY RATE SCHEDULE

(See attached document)

EXHIBIT B

Dewberry Rates

Labor Category	Low	High
Admin I	$70.43	$75.77
Admin II	$105.00	$118.23
Admin III	$125.00	$134.55
Admin IV	$155.00	$166.84
CADD Tech I	$90.00	$105.11
CADD Tech II	$108.00	$135.00
CADD Tech III	$130.00	$139.93
CADD Tech IV	$145.00	$156.08
CADD Tech V	$190.00	$204.52
Eng I	$110.95	$119.37
Eng II	$126.40	$135.99
Eng III	$144.58	$155.56
Eng IV	$163.43	$175.83
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Prof VI	$203.10	$218.52
Prof VII	$261.81	$281.68
Prof VIII	$287.21	$309.01
Principal	$315.00	$392.10
Surveyor I	$70.00	$75.35
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City of Winter Haven

_____
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Title: City Manager
Date:

Dewberry Engineers, Inc

Roberto R Beltran Jr
2025.10.13 14:39:11 -04'00'

Name: Robert Beltran, P.E. BCEE
Title: Vice President
Date: October 13, 2025

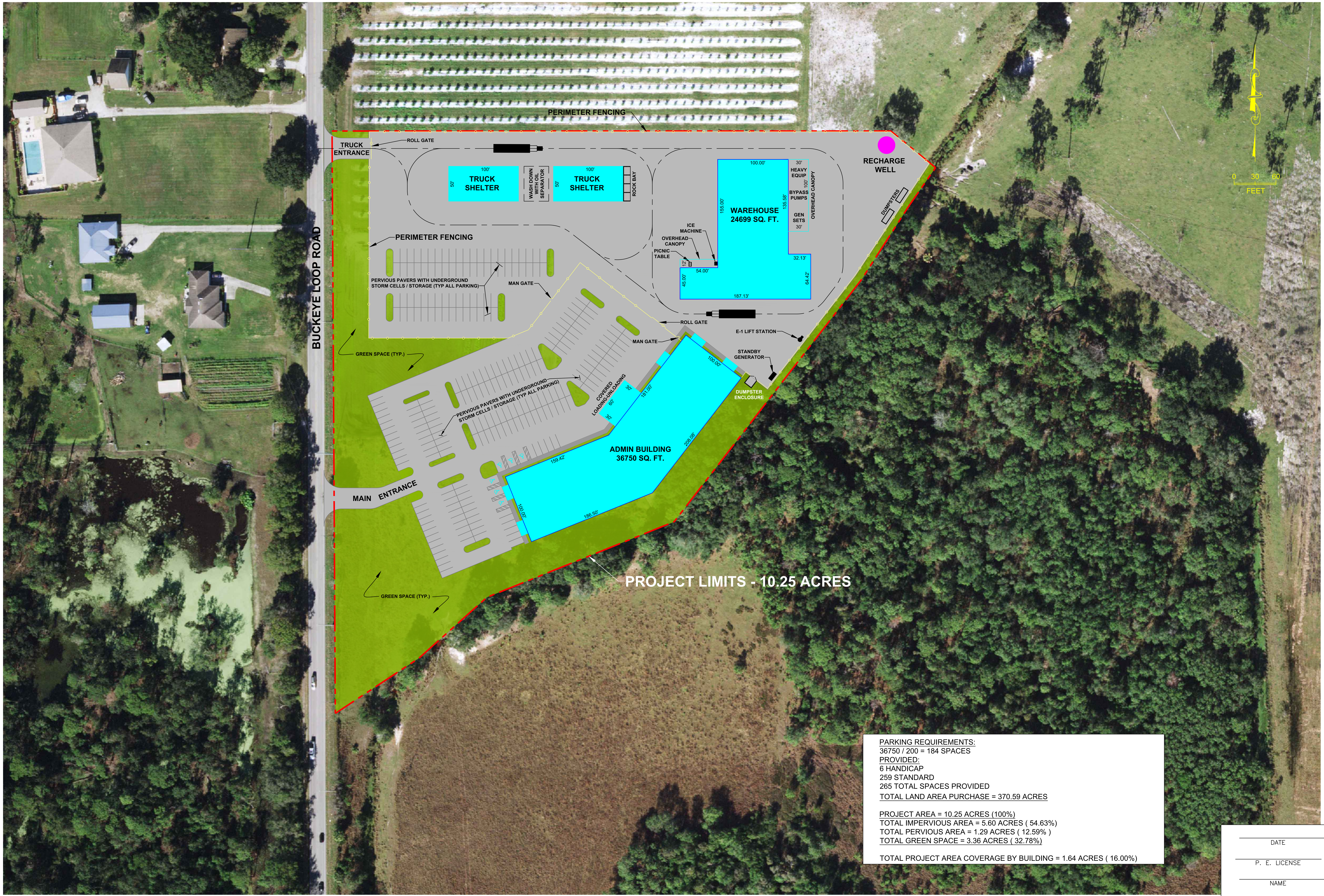
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PARKING REQUIREMENTS:
36750 / 200 = 184 SPACES
PROVIDED:
6 HANDICAP
259 STANDARD
265 TOTAL SPACES PROVIDED
TOTAL LAND AREA PURCHASE = 370.59 ACRES

PROJECT AREA = 10.25 ACRES (100%)
TOTAL IMPERVIOUS AREA = 5.60 ACRES (54.63%)
TOTAL PERVIOUS AREA = 1.29 ACRES (12.59%)
TOTAL GREEN SPACE = 3.36 ACRES (32.78%)

TOTAL PROJECT AREA COVERAGE BY BUILDING = 1.64 ACRES (16.00%)

DATE

P. E. LICENSE

NAME

SIGNATURE

NO.	REVISION DESCRIPTION	BY	CHK	DATE

DESIGNED
DRAWN GGREE
CHECKED
APPROVED
JOB NO.
DATE 8/1/2023

CITY OF WINTER HAVEN

WINTER HAVEN WATER

401 SIXTH STREET, S.W. WINTER HAVEN, FLA. 33880-3342 (863) 291-5853

WINTER HAVEN WATER
UTILITY ADMINISTRATION-WAREHOUSE-WATER RESOURCE CENTER
CONCEPTUAL LAYOUT

SHEET NO.
1
OF 5 SHEETS

Drawing:\\howard\Users\greenhow\MBRIT\WATER ADMIN COMPLEX\Bradco Farms\BradcoFarmsWHWSitev7.dwg
Layout: WHW CONCEPT
Mar 27,2024,10:39am

DATE: October 10, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

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

BACKGROUND

On September 27, 1993, the City and Wahneta Water System, Inc. entered into a Sewer Service Agreement for the City to provide treatment and disposal sewage services from Wahneta's potable water customers. Subsequently, the City and Wahneta Water System, Inc. have executed five amendments to the agreement for the treatment and disposal of sewage from Beech Haven Estates, Saddle Oaks Mobile Home Park, Plaza Mexico Supermarket, Wahneta Palms, Family Dollar, La Plaza Mexico project, and Lake Gwyn Park.

The Sixth Amendment to the Sewer Service Agreement will allow the City to accept sewage from a commercially owned, privately maintained sanitary sewer system serving the McDonalds Restaurant site located at 116 2nd Street East, Wahneta, FL 33880. The sewage will be accepted from the Wahneta Palms lift station and force main into the City's thirty (30) inch sanitary force main, which is located along Rifle Range Road and adjacent to the site.

Per the amendment, McDonalds Restaurant (L/C#009-2686) will pay the City's Wastewater Expansion Fee (Connection Fee) based on the on the calculated usage of 8.35 Equivalent Residential Units (ERU) applying the current rate on file at the City's Clerks office. Additionally, Wahneta Water Company, Inc., will provide the City with monthly meter readings of all potable water meters. The City will then receive, treat, and dispose of the sewage, and bill Wahneta Water Company, Inc. monthly for all sewage services.

FINANCIAL IMPACT

There are no financial impacts associated with Sixth Amendment to the Sewer Service Agreement.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.

RECOMMENDATION

Staff recommends the City Commission approve the Sixth Amendment to Sewer Service Agreement with Wahneta Water System, Inc. and authorize the City Manager or his designee to take any further actions necessary and related thereto.

ATTACHMENTS

- Sixth Amendment to Sewer Service Agreement with Wahneta Water Company, Inc
- 1993 Wahneta Water Company Sewer Service Agreement

Sixth Amendment to Sewer Service Agreement
Dated September 27, 1993

This is the Sixth Amendment (Sixth Amendment) to that Sewer Service Agreement dated September 27, 1993 by and between the City of Winter Haven, a Florida municipal corporation (City) and Wahneta Water System, Inc., a Florida non-profit corporation, f/k/a Wahneta Water Company, (Wahneta) and is entered into this ____ day of _____, 2025.

WHEREAS, a Sewer Service Agreement (Agreement) was entered into on September 27, 1993 between the City and Wahneta, a First Amendment to the Agreement was entered into on October 26, 2009, a Second Amendment was entered into on September 7, 2010, a Third Amendment was entered into on January 14, 2013, a Fourth Amendment was entered into on May 31, 2016, and a Fifth Amendment was entered into on July 23, 2018, whereby the City agreed to accept from Wahneta, for treatment and disposal, sewage from Beech Haven Estates, Saddle Oaks Mobile Home Park, Plaza Mexico Supermarket, Wahneta Palms, Family Dollar, La Plaza Mexico project, and Lake Gwyn Park, as more particularly set forth in that Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment; and

WHEREAS, the City and Wahneta pursuant to paragraph 16 of that Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment desire to amend and modify the Agreement to allow the City to provide an alternative to Wahneta to treat and dispose of sewage from the operation and proposed use to be conducted on the planned McDonalds Restaurant L/C#009-2686 Wahneta, a Commercial project located at 116 2nd Street East, Wahneta, and more particularly depicted and described on Exhibit "A" attached hereto and incorporated herein by reference in accordance with the terms of the Agreement and this Sixth Amendment; and

WHEREAS, it is anticipated that a commercial restaurant will be constructed on the lands described on Exhibit "A" attached hereto; and

WHEREAS, the City acknowledges the McDonalds Restaurant L/C#009-2686 Wahneta has received all required approvals; and

WHEREAS, this Sixth Amendment will promote the best interests of the citizens, residents, and utility customers for the City and Wahneta; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein, the parties hereto agree as follows:

1. Recitals. The above recitals are hereby incorporated as a factual basis for the entry into this Sixth Amendment.

2. Treatment and Disposal of Sewage from the McDonalds Restaurant L/C#009-2686 Wahneta. City agrees to accept sewage from a privately owned and maintained sanitary sewer system located on the McDonalds Restaurant L/C#009-2686 Wahneta site via the Wahneta Palms lift station and force main into the City's thirty (30) inch sanitary force main which is located

along Rifle Range Road and adjacent to the site.

3. Wastewater Expansion Fees. McDonalds Restaurant L/C#009-2686 Wahneta shall pay the City a wastewater expansion fee/sewer connection fee in the sum of $85,316.13 which represents 8.35 ERC/ERU as set forth herein based on a projected domestic water consumption of 2,087 gallons per day that will be served by potable water from Wahneta. The payment of the wastewater expansion fee/sewer connection fee has been paid to the City before the execution of this Sixth Amendment. An evaluation of the expansion fees may be conducted annually after one (1) year from the date that the City receives wastewater/sewage flow as contemplated herein. Additional expansion sewer connection fees shall be levied at that time if deemed appropriate by the City. At no time will any expansion/sewer connection fees be reduced and/or refunded. Additional expansion fees/sewer connection fees for future expansion of the site will be calculated at the applicable City connection fee schedule at that time. Wahneta agrees to procure and then render payment of any additional fees should they be determined by the City in its sole and absolute discretion to be due. The City's determination of whether such additional fees are due shall be final.

4. Periodic Charges. Wahneta shall provide the City with monthly meter readings of all potable water meters in Beech Haven Estates (including one Church); Saddle Oaks Mobile Home Park; Plaza Mexico Supermarket; Wahneta Palms; Family Dollar; La Plaza Mexico Project; Lake Gwyn Park, and McDonalds Restaurant L/C#009-2686 Wahneta. City shall bill monthly and collect from Wahneta for all sewage services provided as contemplated herein and as set forth in the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and this Sixth Amendment and the parties specifically confirm and agree that the remaining provisions of paragraph three (3) of the Agreement being amended herein shall remain in full force and effect and are not intended to be modified herein.

5. Incorporation of Agreement's Terms not Modified Herein. All other terms and conditions of that Agreement dated September 27, 1993, First Amendment dated October 20, 2009, Second Amendment dated September 7, 2010, Third Amendment dated January 14, 2013, Fourth Amendment dated May 31, 2016, and Fifth Amendment dated July 23, 2018 between the City and Wahneta not amended and/or modified herein shall remain in full force and effect and are specifically incorporated and confirmed in this Sixth Amendment. Provided further that Wahneta and City specifically confirm and agree that all provisions of paragraph five (5) of the Agreement shall remain in full force and effect and are not intended to be modified herein.

IN WITNESS WHEREOF, the City and Wahneta have caused this Addendum to be

executed by their duly authorized representative.

City of Winter Haven, Florida

By:_____

Printed Name:_____

Title:_____

Date:_____

Wahneta Water System, Inc.

By:_____

Printed Name: _____

Title:_____

Date: _____

Attest:

_____

Printed Name:_____

Date:_____

Attest:

_____

Printed Name:

Date: _____

Approved as to Form:

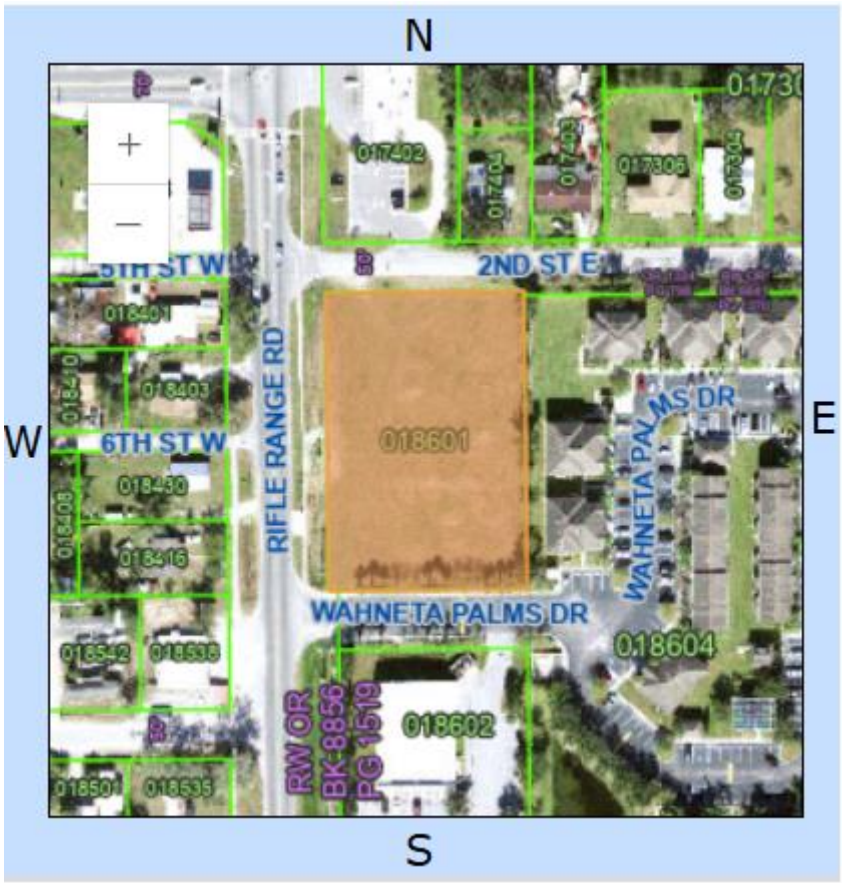
_____

Frederick J. Murphy, Jr., City Attorney

Composite Exhibit "A"
Depiction and Legal Description

Polk County Parcel ID # 26-29-16-689000-018601
Physical Address: 116 2nd Street East, Wahneta, FL 33880
Warranty Deed: Book 13682 Pages 1860-1864

AREA MAP



INSTR # 2025204800
BK 13682 Pgs 1860-1864 PG(s)5
09/02/2025 11:56:48 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 44.00
DEED DOC 13,333.60

City, State: Winter Haven, FL
Address: 116 2nd St. E (Wahneta)
L/C: 009-2686

This Document Prepared by:
Harrison & Gammons, P.C.
Matthew R. Harrison
2430 L&N Drive
Huntsville, Alabama 35801
(256) 533-7711

After Recording Return To:
Katie Slomka
U.S. Legal Department
McDonald's Corporation
110 N Carpenter St
Chicago IL 60607-2101
(L/C: 009-2686)

For Tax Purposes, the mailing address is:
McDonald's Corporation (L/C: 009-2686)
P.O. Box 182571
Columbus OH 43218-2571

Parcel Identification No 26-29-16-689000-018601

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the ____ **day of August, 2025** between **LASSO WAHNETA, LLC, a Florida Limited Liability Company**, whose post office address is 5530 Purdue Avenue, Dallas, Texas 75209 ("Grantor"), to **MCDONALD'S USA, LLC, a Delaware Limited Liability Company**, whose post office address is 110 N. Carpenter St., Chicago, IL 60607 ("Grantee"):

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Polk, Florida, to-wit:

See **Exhibit "A"** attached hereto.

And together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2025 and subsequent years, not yet due and payable; covenants, conditions, restrictions, easements, and encumbrances ("Permitted Exceptions") approved by Grantee in writing and appearing as **Exhibit "B"** hereto, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

GRANTOR:

LASSO WAHNETTA, LLC,
a Florida Limited Liability Company

By: Floyd Oliver Fitts, IV
Its: Member

WITNESS 1
PRINT NAME: Scott R. Suhr
WITNESS 1 ADDRESS:
6205 Jonathans Way
Trussville, AL 35173

WITNESS 2
PRINT NAME: Charles Pearson
WITNESS 2 ADDRESS:
800 Shades Pkwy
Birmingham AL, 35209

STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ( ) online notarization, this 18 day of August, 2025, by Floyd Oliver Fitts, IV, Member of Lasso Wahneta, LLC a Florida Limited Liability Company, on behalf of the company, ( ) who is/are personally known to me or ( ) who has/have produced Driver License as identification.

Signature of Notary Public

Kristi Bryant
Print, Type/Stamp Name of Notary

KRISTI BRYANT
Notary Public
Alabama State at Large
My Commission Expires Mar 29, 2026

Stacy M. Butterfield POLK
CFN# 2025204800 OR BK 13682 PG 1861 Pgs 1860-1864 09/02/2025 11:56:48 AM

EXHIBIT "A"

Parcel 1:

The North 300 feet of the West 200 feet of the following described property:

Lot 186, Wahneta Farms Subdivision, as recorded in Plat Book 1, Pages 82A and 82B, Public Records of Polk County, Florida, being in Section 16, Township 29 South, Range 26 East, LESS and EXCEPT the South 25 feet thereof and LESS and EXCEPT the South 12.5 feet of the North 25 feet thereof, and LESS highway right of way.

Being the same as:

ALL THAT TRACT OF LAND SITUATED IN SECTION 16, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF LOT 186, WAHNETA FARMS SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGES 82A AND 82B, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY MARGIN OF WAHNETA PALMS DRIVE (60' WIDE RIGHT-OF-WAY) AND THE EASTERLY MARGIN OF RIFFLE RANGE ROAD (100' WIDE RIGHT-OF-WAY), BEING A 5/8" REBAR FOUND; THENCE ALONG SAID EASTERLY MARGIN OF RIFLE RANGE ROAD A GRID BEARING OF NORTH 00°40'04" WEST A DISTANCE OF 300.00 FEET TO THE SOUTHERLY MARGIN OF 2ND STREET EAST (50' WIDE RIGHT-OF-WAY); THENCE ALONG SAID SOUTHERLY MARGIN OF 2ND STREET EAST, NORTH 89°25'13" EAST A DISTANCE OF 200.00 FEET TO A FOUND CAPPED REBAR (CORNER LB364); THENCE LEAVING SOUTH 00°42'05" EAST A DISTANCE OF 299.96 FEET TO THE NORTHERLY MARGIN OF AFORESAID WAHNETA PALMS DRIVE; THENCE ALONG SAID NORTHERLY MARGIN OF WAHNETA PALMS DRIVE, SOUTH 89°24'29" WEST A DISTANCE OF 200.18 FEET TO THE POINT OF BEGINNING;
HAVING AN AREA OF 60,022 SQUARE FEET MORE OR LESS, OR 1.377 ACRES MORE OR LESS.

Parcel 2:

Together with a non-exclusive, perpetual easement for purposes of providing ingress and egress for pedestrian and vehicular traffic to and from Rifle Range Road (State Road 655) described in that certain Access Easement Agreement recorded in Official Records Book 8574, Page 568, Public Records of Polk County, Florida.

BEING THE SAME PREMISES conveyed to Lasso Wahneta, LLC, a Florida limited liability company by Warranty Deed made by Halum Investments, LLC, a Florida limited liability company, dated July 10, 2025, and recorded July 18, 2025, as Instrument No. 2025168482 in Book 13630, Pages 471-474, of the Official Records of Polk County, Florida.

Stacy M. Butterfield POLK
CFN# 2025204800 OR BK 13682 PG 1862 Pgs 1860-1864 09/02/2025 11:56:48 AM

EXHIBIT "B"

Right of ways and other matters contained on the Plat of Wahneta Farms recorded in Plat Book 1, Pages 82A and 82B, as affected by Clerk's Affidavit recorded August 26, 2024 in Official Records Book 13242, Page 1785.

Resolution No. 723 by Southwest Florida Water Management District Realigning the Boundaries of the Peace River Basin recorded in Official Records Book 1833, Page 1383.

Access Easement Agreement recorded February 6, 2012 in Official Records Book 8574, Page 568, as affected by Lender Consent to Subordination recorded June 16, 2025 in Official Records Book 13587, Page 613, and Joinder(s) to Access Easement Agreement recorded July 18, 2025 in Official Records Book [illegible] Page [illegible] and Official Records Book [illegible] Page [illegible].

Subject to all matters as shown on the survey prepared by Atwell LLC, under Job No. 24003180, dated June 10, 2024, including the following:

a) 6 foot iron fence and 8.5 foot column of unknown ownership cross boundary line along the southerly line of subject property.
b) Utility guy wires located along easterly boundary of subject property without benefit of a recorded easement.

Easement in favor of Tampa Electric Company, a Florida corporation recorded in Official Records Book 13544, Page 1354.

Easement Agreement by and between Wahneta Palms, LTD., a Florida limited partnership and Lasso Wahneta, LLC, a Florida limited liability company, recorded in Official Records Book 13630, Page 516.

Any lien or right to a lien for services, labor or materials which may take priority over the estate or interest insured by reason of Notice(s) of Commencement, recorded July 18, 2025 in Official Records Book 13628, Page 1518 and in Official Records Book 13628, Page 1520.

Stacy M. Butterfield POLK
CFN# 2025204800 OR BK 13682 PG 1863 Pgs 1860-1864 09/02/2025 11:56:48 AM

Stacy M. Butterfield POLK
CFN# 2025204800 OR BK 13682 PG 1864 Pgs 1860-1864 09/02/2025 11:56:48 AM

SEWER SERVICE AGREEMENT

THIS AGREEMENT made on this 27th day of September, 1993, between WAHNETA WATER COMPANY, a Florida Corporation, organized and existing under and by virtue of the laws of the State of Florida, hereinafter referred to as "Wahneta" and the CITY OF WINTER HAVEN, a municipal corporation, organized and existing under and by virtue of the laws of the State of Florida, hereinafter referred to as "City";

WHEREAS, City is the owner of a sewer system which services parties within and beyond the territorial jurisdiction of City;

WHEREAS, Wahneta currently provides water and City currently accepts sewage for treatment and disposal from 24 units of the development known as Saddle Oaks Mobile Home Subdivision (hereinafter referred to as "Saddle Oaks"; any reference to "Saddle Oaks" hereinafter is intended to mean the 24 units serviced by City sewer. "Saddle Oaks" shall not include residents on septic tank service or not in service by City at this time) which is located outside the city limits of City; and

WHEREAS, Wahneta currently provides water and sewer services to Beech Haven Estates, consisting of 60 lots and homes, but 55 single family units and one church of which will need sewage service at this time, (hereinafter referred to as "Beech Haven"); and

WHEREAS, Wahneta has been notified by the Department of Environmental Regulation to find alternative methods in which to treat and dispose of sewage generated from Beech Haven; and

WHEREAS, the parties hereto desire to enter into this Agreement whereupon City will provide an alternative to Wahneta for sewage treatment and disposal of Beech Haven sewage and Wahneta will provide, collectively, water and sewer service to Saddle Oaks and to commit to such further obligations as reflected hereinafter;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Treatment and Disposal of Sewage. City shall accept from Wahneta, for treatment and disposal, sewage from Beech Haven and Saddle Oaks. Nothing contained herein shall create a contract between City and residents of Beech Haven and Saddle Oaks. This contract is exclusively between City and Wahneta.

2. Wastewater Expansion Fees. Wahneta will pay a one time Wastewater Expansion Fee to City in the sum of $1,250.00 Dollars per residential or equivalent resident unit, serviced by Wahneta utilizing City sewage system pursuant to this agreement, except that the fee referenced herein shall not be charged for Saddle Oaks units currently provided sewer service by City.

Upon execution of this Agreement, Wahneta agrees to pay

the amount of $70,0000.00 for the above stated impact fees, payment of which has been guaranteed by Polk County pursuant to the Interlocal Agreement dated March 16, 1993. In that regard, the City has agreed to accept payment from Polk County for and on behalf of Wahneta, in accordance with the terms and conditions set forth in the Interlocal Agreement referenced hereinabove. Except as otherwise provided herein, nothing contained herein shall relieve Wahneta of their responsibility to pay the impact fee referenced hereinabove.

Wahneta waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold them liable. Wahneta further agrees to pay all costs of collection, including reasonable attorney's fees in case the principal of the obligation stated hereinabove or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, whether suit be brought or not.

3. Periodic Charges. Wahneta shall pay City for sewer services rendered by City in accordance with the procedures detailed herein. The periodic charge to Wahneta for sewage use shall be determined by metered potable water consumption for each individual customer/unit in Beech Haven and Saddle Oaks.

Wahneta shall take readings of all potable water meters in Beech Haven and Saddle Oaks no less frequently than once each calendar month, except that the maximum period between

readings shall not exceed forty-five (45) calendar days. The readings shall then be submitted in writing to City no later than fifteen (15) calendar days after said reading. The readings shall consist of prior meter reading and date read, current meter reading and date read, and consumption between said reading dates for each individual customer/unit in Beech Haven and Saddle Oaks. The consumption, as referenced herein, shall be the basis for periodic charges as stated herein. Along with said readings, Wahneta shall remit to City payment for the periodic charge of $2.53 Dollars per one thousand (1,000) gallons of metered potable water consumption, up to 14,000 gallons for each individual residential customer/unit and $2.53 per one thousand (1,000) gallons of metered potable water consumption for the church. Each individual customer/unit, including the church, shall be charged for a minimum of 1,000 gallons of metered potable water consumption. At this time, the periodic charge for each 1000 gallons in excess of fourteen thousand (14,000) gallons shall be 0.00 Dollars ($0.00) per one thousand (1,000) gallons for residential customers/units only.

Wahneta may claim reasonable adjustments to the periodic charges wherein metered water was not transported to City's 30" force main due to line breaks or similar circumstances. Wahneta shall explain such claims in detail and supporting documentation (plumber's reports, etc.) shall be supplied. Acceptance or denial of any claim for adjustment shall be within the sole discretion of City.

The periodic charges and the underlying rates and gallonage caps, if any, referenced herein are in accordance with City ordinance and are subject to change with due notice according to law.

All sums payable herein shall be in addition to those sums payable in paragraph 2, Wastewater Expansion Fees.

4. Security Deposit. Wahneta shall pay a cash security deposit in the amount of $ 6,000.00 to be held by City during the term hereof, or any extensions or renewal as security for the full, faithful and punctual performance by Wahneta of all lawful covenants and conditions of this agreement. City is willing to accept payment on the deposit in the amount of $1,000.00 per month until deposit reaches the amount of $6,000.00. However, if Wahneta chooses to make payments toward the deposit, Wahneta must post a bond to cover the $6,000.00 deposit until the full deposit has been paid. City shall not be required to perform any obligations or duties hereunder until a Security Deposit is posted in compliance with this provision. Interest on deposit will be governed by City ordinance as may be changed from time to time. Currently City is required to "...pay interest on cash deposits at the passbook savings rate in effect, on December 31st of the year immediately preceding said payment, at the bank performing City's primary banking functions. Said interest shall be paid, once per calendar year, by way of a credit to

a billing for services." (See City of Winter Haven Ordinance No.: O-93-.03.)

5. Responsibility/Indemnification. Wahneta agrees to assume and to pay all damages sustained by any persons or property or recovered or adjudged against City by reason of the negligence of Wahneta or of Wahneta's servants, agents, or employees in constructing, operating or repairing the sewer system or in the exercise of the rights and privileges hereby granted during the continuance of this contract or of any extension or renewal thereof.

Wahneta shall be liable for maintenance, repair, replacement or relocation of any facility or equipment as may be needed for service to Beech Haven up to points of connection to the City of Eagle Lake 10" force main located at the intersection of Rifle Range Road and Eagle Lake Loop Road. The City of Winter Haven will be liable for maintenance, repair, replacement or relocation of any facility and equipment as may exist at sewer plant up to that point of connection 1) at City of Eagle Lake 10" force main to City 30" force main located at the intersection of Rifle Range Road and Eagle Lake Loop Road and 2) at the Saddle Oaks connection to City 30" force main at Rifle Range Road.

City will not be liable for maintenance, repair, replacement or relocation of any facility or equipment beyond that point of connection located at City 30" force main located at the intersection of Rifle Range Road and

Eagle Lake Loop Road. Such responsibility shall lie with Wahneta and the City of Eagle Lake, as they may agree between them. Wahneta does hereby represent that it has the written consent of City of Eagle Lake to connect to the force main of Eagle Lake at the intersection of Rifle Range Road and Eagle Lake Loop Road and must present same to City before City is required to comply with any of its obligations and duties under this agreement.

City will not be liable for maintenance, repair, replacement or relocation of any facility or equipment beyond that point of connection located at the Saddle Oaks connection to City 30" force main at Rifle Range Road.

City does hereby represent to Wahneta that it does not own the lift stations and sewer pipes located in Beech Haven and Saddle Oaks.

In Summary, the City will not be liable for maintenance, repair, replacement or relocation of any facilities or equipment other than City's 30" force main and to accept sewage for treatment and disposal.

Nothing contained herein shall be construed as a waiver of sovereign immunity by City.

6. Quality Controls and Compliance with Laws. Wahneta agrees to comply with any and all applicable laws, rules and regulations of City, local, state and federal agencies, as may be amended from time to time.

City shall not be obligated to accept sewage which exceeds the Typical Domestic Sewage Analysis presently set

forth in Table "A" of Section 24-54 of the Winter Haven City Code and as it may be amended in the future.

In the event City makes a claim that sewage delivered by Wahneta contains any harmful or toxic substances, which could damage or impair City's treatment facility, subject City to any liability, including fines or penalties, and/or compromise City's permits and ability to continue operation, Wahneta shall be responsible for all such costs, repairs, penalties and consequences, including but not limited to, those imposed or exacted by any government or regulatory agency acting under a lawful authority and shall save, hold harmless, indemnify and defend, City from all such claims arising therefrom.

7. Emergencies. Wahneta agrees to notify City as promptly as possible of all emergency and other conditions which may directly or indirectly affect any sewer facility, equipment or persons utilizing same. Wahneta shall allow duly authorized engineers and inspectors of City to perform inspections and tests of the condition which is causing the emergency or affecting the sewer facilities, equipment or persons utilizing same.

8. Termination of Service - Default. If Wahneta shall fail to comply with or perform any of the conditions or obligations on its part, Wahneta shall be deemed to be in default, and, if after such failure, City shall notify Wahneta in writing of its intention to discontinue accepting sewage from Wahneta on account of such failure then City

shall have a right to discontinue accepting sewage from Wahneta at the expiration of ninety (90) days after the giving of such notice and terminate this contract, unless, within this ninety (90) day period Wahneta complies with said conditions or obligations. The discontinuance of service to Wahneta shall not release Wahneta from its obligation to pay impact fees or to pay for services rendered under this contract.

Additionally, upon default, City is hereby authorized to take any one or more of the following actions: (1) terminate service, (2) apply security deposit to the monies due and return credit balance, if any, or sue for balance due, if any, and (3) file suit for monies due.

9. Termination of Service-Discretionary. City shall have authority to discontinue accepting sewage from Wahneta where there is a 1) genuine emergency, 2) need to protect the health, safety or welfare of any person or of any person's property or 3) disposal of improper substances in sewer system. In any of these three (3) instances, City shall not be required to give notice of disconnect to Wahneta, but shall make a diligent effort to notify Wahneta of the disconnect as soon as possible, under the circumstances. The decision to disconnect services for the grounds as stated herein shall be within the complete and sole discretion of City.

10. Wahneta Customers. Within ten (10) days from the execution of this Agreement, Wahneta shall provide City with

a list of the names and addresses (service address and billing address, if different) of the customers Wahneta will service, under the terms of this Agreement. Wahneta shall immediately notify City of any changes to said information.

The parties hereto do hereby acknowledge that Beech Haven does at this time consist of 56 units/customers, which includes one church. The parties hereto agree there shall be no more than 56 units, which includes one church, from said development serviced by City sewer system pursuant to the terms of this agreement. Additional units/customers may only be added by execution of a written agreement by the parties hereto, with the same formality as this agreement and only upon payment by Wahneta of all applicable fees to City. Said fee, may include but are not limited to, Wastewater Expansion Fees and deposit updates for additional units/customer.

The parties hereto do hereby acknowledge that Saddle Oaks does at this time consist of 24 units/customers presently provided sewer service by City. The parties hereto agree there shall be no more than 24 units from said development serviced by City sewer system pursuant to the terms of this agreement. Additional units/customers may only be added by execution of a written agreement by the parties hereto, with the same formality as this agreement and only upon payment by Wahneta of all applicable fees to City. Said fee, may include but are not limited to,

wastewater expansion fees and deposit updates for additional units/customers.

11. Transfer of units/customers at Saddle Oaks. Upon execution of this Agreement, Wahneta shall be responsible for all sewer services, billing of accounts, collections, deposits and other pertinent matters to Saddle Oaks units/customers, as they may require. All account balances and deposits of Saddle Oaks units/customers, prior to the transfer hereunder, shall be the responsibility of City. City will not be transferring its deposits to Wahneta and Wahneta shall be responsible to obtain deposits from Saddle Oaks units/customers. The parties shall agree on a date Saddle Oaks units/customers shall become customers of Wahneta, which shall be no later than 90 days from the date this agreement is executed by the parties.

12. Records and Equipment. Both parties shall have access to all records, facilities, and equipment which may be relevant to the units/customers serviced hereunder and assure compliance with all of the terms and conditions hereof. Any access, inspection, testing, review of any records, facilities, or equipment (including meters) shall be at the expense of the requesting party.

13. Assignment. No assignment or transfer of this agreement shall be made by Wahneta.

14. Wahneta agrees not to allow any other water company, town, village, municipality or any person, corporation or organization, other than as contemplated

hereunder, to discharge their sewage into Wahneta's pipes and thereby transmitted into City's sewage disposal system. This Agreement is solely for the benefit of Wahneta.

15. Interruption of Service. City shall not be responsible for damages for any failure to receive the service designated above or for any interruption of service furnished hereunder.

16. Modification. Only the City Commission or City Manager of City and Board of Directors/Trustees of Wahneta shall have the power to amend, modify or alter this Agreement or waive any of its conditions.

17. Duration. This agreement may be terminated by either party, with or without cause, upon eighteen (18) months prior written notice, provided, however, that in the event Wahneta does not have adequate means of disposing of its sewage, such notice may be extended by negotiation between the parties. In the event City or Wahneta terminates this agreement without cause, while the impact fee set forth hereinabove is still being paid, then, Wahneta shall be excused from the payment of any additional monies due on the financing of said wastewater expansion fee and City shall be entitled to keep all monies to date toward said wastewater expansion fee.

18. Notices. Notices to Wahneta shall be served upon:

Attention: Floyce Whittington
Wahneta Water Company
106 Eighth Street East-Wahneta
Winter Haven, Florida

Notices to City shall be served upon:

Attention: City Manager
City of Winter Haven
451 Third Street, N.W.
Winter Haven, Florida 33881

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed on the day and year first above written.

ATTEST:

CITY CLERK

CITY OF WINTER HAVEN, FLORIDA

MAYOR-COMMISSIONER

APPROVED:

CITY ATTORNEY

ATTEST:

SECRETARY

WAHNETA WATER CO.

CHAIRMAN-DIRECTOR
CHARLES CARROLL, PRESIDENT

DATE: October 14, 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
Tyler Williams, Capital Project and Strategic Initiatives Manager

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

BACKGROUND

In 2023, the City of Winter Haven was awarded $750,000 in funding for the South Lake Howard West Pedestrian Enhancement Project, from a Community Project Funding Request submitted to and supported by Congressman Soto's office. The funding was included in H.R. 2617, the "Consolidated Appropriations Act 2023." This project will construct pedestrian facilities along the southwest portion of Lake Howard where none currently exist, beginning at 15th Street SW and extending west toward Avenue C SW. This project will connect seamlessly with the recently completed Florida Department of Transportation (FDOT) funded pedestrian enhancement project to the east.

City staff have been coordinating with the Department of Housing and Urban Development (HUD) to ensure full compliance with grant requirements under Agreement No. B-23-CP-FL-0429. The funding period extends through August 2031, and staff anticipates beginning construction of the project in fiscal year 2027-2028, after the design is complete.

Kimley-Horn and Associates, Inc. a firm on the City's continuing professional services contract (RFQ-20-01), has prepared a scope of work for engineering services for the South Lake Howard West Pedestrian Enhancement Project which will span from 15th Street SW to 20th Street SW. The proposal includes the following general services:

- Survey Work
- Concept Evaluation
- Environmental Permitting and NEPA Services
- Construction Documents
- Bidding Assistance and Project Administration

A construction cost estimate will be prepared by Kimley Horn during the design phase of the project; however, construction is not anticipated to exceed the $7,500,000.00 CNNA threshold.

Design is expected to take approximately nine months, with final plans anticipated to be received for construction by late Summer 2026.

The total, not-to-exceed, fee for design services if $294,800.00.

FINANCIAL IMPACT

Kimley Horn's lump sum fee for design services is $294,800.00 and will be funded out of the transportation fund for FY 25/26.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.2 – Take a comprehensive approach to transportation planning and maintenance of transportation assets.
- **Strategy:** 3.2.5 – Improve pedestrian network with a multi-year plan for expansion, filling of gaps and maintenance.

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

RECOMMENDATION

Staff recommends the City Commission approve the consulting engineering agreement with Kimley Horn and Associates and authorize the City Manager or his designee to execute the agreement, issue a purchase order and take all other actions necessary and incidental thereto, to complete the Design phase of the South Lake Howard West Pedestrian Enhancement Project.

ATTACHMENTS

- Consulting Engineering agreement for S. Lake Howard Drive Design Services
- Location Map

CONSULTING ENGINEERING AGREEMENT FOR:
S. Lake Howard Drive – Pedestrian Enhancements Project – From 15th Street SW to 20th Street SW

PURPOSE

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this scope of services to the City of Winter Haven ("the Client" or "the City") in accordance with the terms and conditions of RFQ #20-01 Pursuant to Master Continuing Professional Services Agreement dated March 20, 2020 as set forth herein for Engineering Services for S. Lake Howard Drive Pedestrian Enhancements from 15th Street SW to 20th Street SW. Our project understanding, scope of services, and fees are described below.

PROJECT UNDERSTANDING

The City of Winter Haven desires to have Kimley-Horn design and develop construction documents for Pedestrian Enhancements along S. Lake Howard Drive from 15th Street SW to 20th Street SW. Kimley-Horn will prepare construction documents for S. Lake Howard Drive pedestrian facilities from 15th Street SW to 20th Street SW for an approximate distance of 3500 linear feet. General limits of the project are shown below:



Additionally, the City has requested that Kimley-Horn prepare construction documents for roadway improvements along S. Lake Howard drive from 15th Street SW to the South Lake Howard Nature Park for

a distance of 1800 linear feet. A geotechnical report dated June 2023 identified pavement and base failures along the corridor and recommends reconstruction of pavement and base along S. Lake Howard Drive. The intent is to include the recommended roadway improvements in the construction documents for pedestrian facilities.

SCOPE OF SERVICES

Task 1 – Survey

Kimley-Horn will subcontract with a Florida Licensed Land Surveyor subconsultant ("Surveyor") to provide topographic survey services for the project. The surveyor's scope of services for this project will consist of establishing horizontal and vertical control for the project. The horizontal datum will be on the latest state plane grid adjustment, NAD 1983/2011 Adjustment, Florida West Zone 901. The vertical datum will be NAD 88. The surveyor will determine the existing right-of-way based on data available on-line through the Polk County Property Appraiser and County Clerks records and monumentation found in the field.

A topographic/design survey of Lake Howard Drive from 15th Street SW east to 20th Street SW will be provided. The survey will extend to ten (10) feet outside the existing right-of-way on both sides of Lake Howard Drive. Survey will include pavement, sidewalks, trees, signs, drainage structures with inverts and pipe sizes, valve boxes, fire hydrants and other above ground appurtenances. The survey will also include all existing power pole diameters. In addition, survey will also collect surface points for the creation of a terrain surface.

Deliverable: Microstation files that depict topography, drainage, existing right-of-way and utilities and triangulated surface (TIN file) for the limits of survey. A signed and sealed surveyor report will also be provided. No prints will be provided as part of this work.

Task 2 – Project Administration

Project administration activities will be undertaken throughout the project duration and will consist of the following:

A. Project Setup: Kimley-Horn will establish project files, project work plan, scheduling, and initiation of our accounting system.
B. Kick-off Meeting: Kimley-Horn will participate in a kick-off meeting with the City and the project team.
C. Concept Evaluation Review Meeting: Kimley-Horn will meet with the City to review the concept plan.
D. Phase Review Meetings: Kimley-Horn will meet with the City to discuss comments after each phase submittal.
E. Adjacent Project Coordination Meetings: Kimley-Horn will conduct up to two (2) meetings with the Lake Howard Park consultant to coordinate pedestrian facility connections.

Task 3 – Concept Evaluation

The intent of the concept evaluation is to develop a concept for pedestrian facilities that maximizes the use of existing right of way while minimizing impacts to existing utilities and wetlands. The concept will assess potential impacts associated with north side and south side construction for consideration before progressing into the design phase. An evaluation matrix will be prepared for the City's use in determining the most viable option. Once the concept is approved by the City, the intent is to move forward to the 60% design phase where additional details will be developed for advancement into construction.

Kimley-Horn will prepare concept plans on 11x17 inch sheets for the extension of the Lake Howard pedestrian facilities. Concept Plans will consist of the following:

A. Preliminary Typical Sections
B. Preliminary Plan Sheets (40 Scale)
C. Evaluation Matrix

Deliverable: Kimley-Horn will submit an electronic (PDF) copy of the Pedestrian Enhancement concept plans to the City for review and comment. In addition, Kimley-Horn will submit an electronic (PDF) copy of the plans to utility companies with facilities located in the vicinity of the project.

Task 4 – NEPA Services

The City of Winter Haven Sidewalk Project (15th Street SW to 20th Street SW) will be receiving federal funding which will require the project to comply with NEPA rules as a requirement of the grant. As such, this project will be evaluated as an Environmental Assessment (EA). This task assumes one Environmental Record Review (ERR) and one EA will be prepared for the project. Some of this work overlaps with the ERR for a Categorical Exclusion already covered under another assignment with Kimley-Horn. As such, this task only includes the additional work required to complete the EA. It is assumed that the City will provide information pertaining to alternatives evaluations (including the No-Build Alternative) required for the EA, and that a detailed alternatives analyses will not be required.

Kimley-Horn will complete the EA for the Project in accordance with 24 CFR Part 58. Kimley-Horn will compile and review readily available published documentation and data in order to perform and document a preliminary assessment of environmental and socioeconomic conditions associated with the Project. Existing conditions and trends, proposed project parameters, potential beneficial and adverse environmental impacts, further compliance requirements, avoidance and minimization practices, and reasonable alternatives may be addressed. The level of detail needed to address each impact category (below) depends on the nature of the resource. Kimley-Horn will identify and describe the existing environment which may be affected if the proposed project is implemented. This includes the natural, built, and socio-economic environment. Data will be mapped, and background information will be gathered. Field reconnaissance will be conducted to augment existing data to evaluate various resources.

Input from the City will be necessary to accurately analyze some of the applicable impact categories. Impact categories to be evaluated may include the following:

- Airport Hazards
- Coastal Barrier Resources
- Clean Air
- Coastal Zone Management
- Contamination and Toxic Substances
- Listed Species
- Explosive and Flammable Hazards
- Farmlands
- Floodplain Management
- Soils
- Demographics and Displacement
- Historic Preservation
- Noise Abatement and Control
- Sole Source Aquifers
- Wetlands Protection
- Wild and Scenic Rivers
- Environmental Justice
- Land Use, Habitat
- Water Resources
- Unique Natural Features, Vegetation

Kimley-Horn will assess each of the applicable impact categories to evaluate if potential impacts could result from the proposed improvements. Impacts will be assessed by reviewing past, present, and reasonably foreseeable projects in the areas surrounding the proposed projects. It is assumed that information regarding these other projects to consider will be provided to Kimley-Horn by the City. Using the data collected and analyzed above, the EA will be completed. This will also include supporting text, figures, exhibits, graphics, and appendices to support impact category determinations for the proposed projects. The EA will include a limited desktop evaluation of cultural resources and contamination assessment. The EA will also include coordination with the appropriate tribes in this area of Polk County. A draft EA will be provided to the City for review and comment. Upon receipt of comments from the City, a final EA will be prepared, and an electronic copy will be provided to the City. This task also consists of preparing an early floodplain notice, final floodplain notice, Finding of No Significant Impact (FONSI) notice, and release of funding notice. This task assumes that responsible agencies will not request an Environmental Impact Statement (EIS), and that additional studies, such as contamination assessments, Phase I and 2 Environmental Assessments, Cultural Resources Assessment Survey, Noise Studies, and Species-specific listed species surveys will not be required.

Task 5 – Environmental Permitting Services

A Kimley-Horn Environmental Scientist will confirm and determine landward extent of wetlands and other surface waters in close proximity to the sidewalk project. During this wetland delineation, evidence of hydric soils, wetland hydrology, hydrologic connections, and wetland vegetation will be collected and required data forms for the State of Florida and the US Army Corps of Engineers (USACE) will be completed. Kimley-Horn will conduct up to two agency site visits (one with Southwest Florida Water Management District (SWFWMD) and one with the USACE to verify the respective jurisdictions and the extents of on-site wetlands and/or surface waters in accordance with the State unified wetland delineation methodologies described in Chapter 62-340, Florida Administrative Code (FAC) and the USACE 1987 Wetland Delineation Manual and regional supplement. Wetlands will be flagged by an environmental scientist and located with a submeter GPS for transmittal to Surveyor and to create exhibits for jurisdictional determinations.

Data will be collected in the field to complete a wetland assessment using the State's Uniform Mitigation Assessment Methodology (UMAM) if impacts are observed. UMAM data forms will be completed for each impacted wetland. Some of the wetlands could be considered Waters of the U.S. (WOTUS), currently under the jurisdiction of the USACE Section 404 Program. Required USACE data forms for the wetland-upland interface will be conducted as part of this task.

Kimley-Horn will conduct a reconnaissance-level listed species survey, as part of this task. No species-specific surveys are expected for this project. As part of the ERP process, Kimley-Horn will coordinate with the Florida Fish and Wildlife Conservation Commission regarding State-listed species.

Kimley-Horn will submit for an Environmental Resource Permit (ERP) or an exemption, which consists of completing Sections C of the ERP application, providing an environmental narrative, and assisting the Engineer with evaluating potential wetland, other surface water (OSW), and buffer impacts with practical avoidance and minimization measures. The application will include a historical evaluation of land use changes and any permits issued on or adjacent to the project site. Numerous exhibits to support the permit application will also be produced for the environmental narrative. This task also includes responding to two reasonable Request for Additional Information (RAI) requests from the SWFWMD.

The project assumes that a 404 Permit will not be required by the USACE. Kimley-Horn will seek a No Permit Required (NPR) Letter from the USACE. The Consultant will also provide the required exhibits for the USACE NPR request. This task also includes responding to up to one reasonable RAI request from the USACE.

Task 6 – Construction Documents

Kimley-Horn will prepare construction documents on 11x17 inch plans for pedestrian facilities and roadway improvements along S. Lake Howard Drive. Construction documents will consist of the following:

A. Key Sheet
B. Summary of Pay Items
C. Typical Sections
D. Pavement Design - A pavement design will be developed, including milling and resurfacing improvements and full depth reconstruction.
E. Project Layout
F. General Notes
G. Plan and Profile Sheets
H. Intersection Details
I. Driveway Details - Where necessary, the driveway details sheets will include information depicting the limits of driveway reconstruction, grading information and cross drain information for accommodation of existing residential driveway connections.
J. Drainage Structure Sections and Tabulation - Construction plan sheets providing a tabular listing of drainage structure ID's, FDOT Index references, pipe inverts and pavement elevations and drainage structure sections for each drainage structure proposed for the project (where necessary).
K. Cross Sections
L. Driveway Half Sections
M. Stormwater Pollution Prevention Plans (SWPPP)
N. Traffic Control Plans – Kimley-Horn will design a safe and effective (Level II) Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design will include construction phasing of roadways ingress and egress to existing property owners, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Positive drainage must be maintained at all times. If residential access is required MOT will be phased in that area.

    Maintenance of Traffic requirements for the construction of this project will be provided through the use of typical sections, detailed plans, general notes and reference to the appropriate FDOT Design Standards (600 Series). In addition, a conceptual MOT phasing plan depicting detour routes and phase segments of pavement lane closures and traffic shifts will be prepared.

O. Utility Adjustment Plans – Utility coordination will occur with the 60% and 90% phase submittals. Utility Adjustment Plans will reflect information provided by Utility Agency/Owners (UAO) at these phase submittals.

P. Signing and Marking Plans – Signing and pavement marking plan sheets, details, and General Notes sheet will be provided in accordance with City and MUTCD standards. This scope will also consist of analyzing pedestrian crossing locations and considering the addition of Rectangular Rapid Flashing Beacon (RRFB) where necessary. The plan set will include the following sheets:
    a. Key sheet
    b. Notes and tabulation of quantities
    c. Signing and Pavement Marking plans
Q. Lighting Plans – Kimley-Horn will prepare the design and specification of pedestrian level light layout associated with one (1) pedestrian crossing movements along the corridor. It is assumed that pedestrian lighting at the cross walk will utilize solar powered lighting. These lighting details will be contained within the signing and marking plan set.

It is expected that modifications will be required at the intersection of Lake Howard Dr. SW and 15th Street SW to construct pedestrian facilities within the available right-of-way. Construction plans will include any modifications reflecting lane reductions and traffic calming measures as required. Additionally, roadway reconstruction improvements will be included from 15th Street. SW to the South Lake Howard Nature Park.

Deliverables: Kimley-Horn will submit an electronic (PDF) copy of the Pedestrian Enhancement construction documents at 60%, 90%, and 100% complete stage to the City for review and comment. In addition, Kimley-Horn will submit an electronic (PDF) copy of the plans at 60%, 90% stages to affected utility companies, as necessary. An electronic (PDF) Opinion of Probable Construction (OPC) cost will be submitted with each phase submittal for the City's review and comment. Upon the City's request, up to five (5) physical copies of construction documents will be provided at each submittal stage.

Task 7 – Bidding Assistance

Kimley-Horn will prepare and assemble construction bidding documents, including specifications for the subject work and the construction contract. The Consultant will coordinate with City of Winter Haven Purchasing staff to support the issuance of bid packages for the submittal of quotations to perform the work and conduct one (1) pre-bid meeting with potential bidders. The Consultant will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. The consultant will prepare a written summary of this tabulation and evaluation and attend one (1) Selection Committee meeting with representatives from the City of Winter Haven to discuss selection of the successful contractor.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Services which Kimley-Horn may provide but have been specifically excluded from this scope of services agreement are:

- Public Meetings & Coordination
- Right of way acquisition
- Utility Design services
- Landscape design services
- Construction Phase Services
- Geotechnical Engineering
- Permitting – Project is assumed to be exempt.

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Schedule

Kimley-Horn will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule. A project schedule will be developed and discussed at the first progress meeting. The project schedule will be maintained throughout the performance of the scope of services.

Fee

Kimley-Horn will perform the services described in Task 1 through 7 of the Scope of Services for the Lump Sum fees listed below. A breakdown by Task is provided below and is for information purposes only.

Task	Description	Fee
1	Survey	$ 15,300
2	Project Administration	$ 10,000
3	Concept Evaluation	$ 9,000
4	NEPA	$ 16,500
5	Environmental Permitting	$ 24,000
6	Construction Documents	$ 214,000
7	Bidding Assistance	$ 6,000
	TOTAL LUMP SUM FEE	**$ 294,800**

All permitting, application, and similar project fees will be paid directly by the City. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice. If additional efforts become necessary during the performance of the assignment, the ENGINEER will immediately advise the CITY of any budget revisions.

ACCEPTED

CITY OF WINTER HAVEN
POLK COUNTY, FLORIDA

BY:_____

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:_____
Gary J. Nadeau, PE

TITLE: Principal

DATE: September 15, 2025

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S. Lake Howard Drive West Pedestrian Enhancement Project Limits – 15th St SW to 20th St SW

