EXHIBIT "C"
to Resolution R-20-09

Continuing Professional Consulting Services Contract

RFQ 20-01

WINTER HAVEN
The Chain of Lakes City

Prepared By:

CARTER ENGINEERING

David C. Carter
137 5th Street N.W.
Winter Haven, Florida 33881
(863)294-6965 (O)
(863)294-7460 (F)
Dave@carter-eng.com

Small Firm Services

December 2019

construction. If needed, we would provide construction observation and inspections during construction, then final certifications at the conclusion of the project.

We have the capability to step up and very quickly provide minor general consulting work, including project management assistance, preliminary site plans and feasibility studies as a precursor to formal project design, or help in dealing with state agencies on complex permitting issues.

We very much appreciate this opportunity to be considered for renewing our Continuing Contract with the city.

The contact information for the person authorized to represent Carter Engineering is:

David C. Carter, P.E.
137 5th ST NW
Winter Haven, Florida 33881

Respectfully submitted,

CARTER ENGINEERING

David C. Carter, P.E

CITY OF WINTER HAVEN
RFQ 20-01

TAB 1 – 3.2.4 EXECUTIVE SUMMARY

CARTER ENGINEERING

GeoDesign

To decrease the runoff from the existing road network the city has been planning/constructing Rain Gardens within existing roadway areas. To date, we have designed and/or permitted about 30 Low Impact Development (LID) Rain Gardens throughout the city.

We have also successfully incorporated LID through the use of pervious concrete on projects including the 20 on 2nd Apartments, RaceTrac on Havendale Boulevard, and the Lake Otis Boat Ramp for the Lakes Region Lakes Management District.

Traffic Studies

We have completed about 30 Minor Traffic Studies for commercial and residential projects over the past 5 years. These typically involve trip generation calculations and directional splits to determine project impacts on adjacent streets.

3. **2.2.5 ---General Consulting Services:**

a. Transportation Related:

Field House—Carter Engineering was recently engaged by the city to help facilitate the offsite transportation aspects of the city's new Field House construction. While the actual entrance engineering design and permit work was handled by others, our prior history of the site gave the city team significant insight into the surrounding transportation network and entrance issues with the Florida Department of Transportation (FDOT).

We were also heavily involved with the city's negotiations with the FDOT on the proposed Cypress Gardens/US #17 turn lane improvements. This project was originally not in the FDOT 5-Year Improvement Plan, but critically needed to minimize the traffic impacts of the new Field House facility. We assisted city staff and the mayor on assessing the benefit and practicality of the proposed improvements, as well as the impact to the city in terms of construction cost sharing and right-of-way needs.

7th Street Complete Streets—David Carter was involved on a nearly daily basis by providing Project Management assistance to the Public Works Director from bid award to final completion. We assisted with construction conflicts, design issues, overcoming Muck issues, and neighborhood residents and businesses contact and coordination.

b. General Consulting:

Fire Station #3—Project Manager—David Carter has been serving as the city Project Manager for the new fire station, working under Chiefs Bird and Knowles. We have coordinated communication between the contractor, designers, and fire review team. We also have been reviewing plans and budget estimates and helping to keep the project on schedule.

CITY OF WINTER HAVEN
RFQ 20-01

TAB 2 –3.2.5 STATEMENT OF UNDERSTANDING

CARTER ENGINEERING

CITY OF WINTER HAVEN
RFQ 20-01

TAB 3 – 3.2.6 SIMILAR PROJECT EXPERIENCE

CARTER
ENGINEERING

OSCEOLA COUNTY – HOAGLAND BLVD – PHASE II & III

Project Description:	Evaluation of road project taking on a parcel
Role of Firm:	Expert witness work-performed an evaluation of the property damages for the appraiser hired by the county
Completion Date:	2016
Project Owner:	Osceola County
Reference Information:	Glen Spivey, Appraiser, The Spivey Group

CITY OF WINTER HAVEN – RAIN GARDEN FEASIBILITY STUDY

Project Description:	Rain Garden Feasibility Study
Role of Firm:	Performed a design feasibility study for placing Rain Gardens in 5 different locations
Completion Date:	2016
Project Owner:	City of Winter Haven
Reference Information:	Michael Carnevale, City of Winter Haven

CITY OF WINTER HAVEN – 7TH STREET RAIN GARDENS

Project Description:	7TH Street Rain Garden
Role of Firm:	Designed and obtained SWFWMD drainage permit for about 14 roadside Rain Gardens
Completion Date:	2017
Project Owner:	City of Winter Haven
Reference Information:	Michael Carnevale, City of Winter Haven

CITY OF WINTER HAVEN - UTILITY YARD BMP IMPROVEMENTS

Project Description:	Parking area BMP Improvements
Role of Firm:	Design of a variety of BMP drainage improvements to retrofit the paved areas on the facility
Completion Date:	2019-ongoing
Project Owner:	City of Winter Haven
Contact Information:	Steve Rheiner, City of Winter Haven

CITY OF WINTER HAVEN – SWFWMD STORMWATER INSPECTIONS

Project Description:	SWFWMD Stormwater Inspections
Role of Firm:	Inspected, prepared remediation reports and certifications for over 30 city facilities
Completion Date:	2013-2019-ongoing
Project Owner:	City of Winter Haven
Reference Information:	Michael Carnevale, City of Winter Haven

CITY OF WINTER HAVEN
RFQ 20-01

TAB 4 – 3.2.7 WORK PLAN & AVALABILITY OF RESOURSES

CARTER ENGINEERING

CITY OF WINTER HAVEN
RFQ 20-01

TAB 5 – 3.2.8 TEAM MEMBERS

CARTER ENGINEERING

DAVID C. CARTER, P.E.
MGRM
DAVID C. CARTER CONSULTING ENGINEERS, LLC dba
CARTER ENGINEERING

EDUCATION:

- Penn State University, University Park, PA **- B.S. Civil Engineering**
- Continuing education credits include:
  FDOT drainage & MOT, SWFWMD, and HEC-2/FEMA drainage analysis, wetlands delineation, financial management, utility design, and engineering ethics, Low Impact Design for residential sites.

PROFESSIONAL HISTORY:

- **43 YEARS EXPERIENCE IN THE CIVIL ENGINEERING FIELD AS FOLLOWS:**

1992 to Present: **DAVID C. CARTER CONSULTING ENGINEERS, LLC dba CARTER ENGINEERING**
Owner

- Responsible for all technical and administrative functions of the engineering company. Provide consulting assistance to clients regarding site selection, development cost estimates, zoning, comprehensive plan, and permitting decisions. Very familiar with local and state regulations and government staff policies and preferences. Experienced in both negotiations with staff and presentations to elected officials on above subjects. Project experience includes resolution of difficult and complex development issues. Technically proficient, and extensive experience in engineering design of municipal potable water, sanitary sewer, roadway, stormwater management, wetland mitigation, and traffic facilities.

1983 to 1992: **Pickett and Associates, Inc.**
President, Director (1986 - 1992)

- Coordinate and oversee all aspects of the Engineering Department. Administratively responsible for company finances, personnel policies, accounting, computer software and hardware purchases and implementation, for 50+ employee firm.

1979 to 1983: **City of Winter Haven**
City Engineer

- Design and plan preparation of 1.1 mile 21st Street extension project.

- Preliminary design and sizing of city's three million-dollar utility expansion project, coordinated consulting engineers design of a one million dollar lift station and force main system as well as a sewer system evaluation study.
- Developed a lake monitoring and restoration program for Lakes Division.
- Right of way mapping and paving projects on various city streets.
- Numerous roadway, drainage, traffic, and utility improvements projects including site investigations, recommendations, design and construction supervision and budgeting.
- Design and plan preparation of the 1.5 mile First Street utility replacement project.

EXHIBIT "C"
to Resolution R-20-09

BRIAN L. MOSS
1110 Carlisle Street Haines City, Florida

EDUCATION/TRAINING:

Ridge Technical Center - Architectural and Mechanical Certifications
Polk State College/ USF, FL - Ongoing
ICPR Drainage Certification
UCF Stormwater Management Academy

EXPERIENCE:

26 YEARS EXPERIENCE IN THE CIVIL ENGINEERING FIELD AS FOLLOWS:

2003 to 2013 & 2014 to Present — **Carter Engineering - Winter Haven, FL**
Project Manager

Design, permitting and management of large scale residential developments, mining and commercial projects. Responsibilities include design of potable water, sanitary sewer, storm sewer, and roadway systems. Manage and coordinate permitting with local and state regulatory agencies. Construction management including as-built certifications, development cost estimates, draw requests, shop drawing review and periodic field inspections. Proficient in Autocad, Civil 3D, Land Desktop, Adobe Photoshop and ICPR drainage modeling software.

2013 to 2014: — **Infinity Engineering – Tampa, FL**
Project Manager

Design, permitting and management of mainly commercial developments for Wendys, Fifth Third Bank of America, Wildcat Fuels, Circle K, Chevron, and APEC. Responsibilities include design of potable water, sanitary sewer, storm sewer, and roadway systems. Manage and coordinate permitting with local and state regulatory agencies. Construction management including as-built certifications, development cost estimates, draw requests, shop drawing review and periodic field inspections including ADA inspection and redesign.

2000 to 2003: — **Ridge Professional Group, Inc., Lakeland, FL**
Project Manager

Responsible for design and permitting of private land development projects. Coordination with consultants including Surveyors, Traffic Engineers, Geotechnical and Environmental Scientists. Responsible for CADD management and workflow distribution.

1998 to 2000: — **Pickett & Associates, Inc., Bartow, FL**
Project Manager/ Designer

Responsible for designing and permitting various development projects located in central Florida. Responsibilities include site, potable water, sanitary sewer and drainage, including surface water management designs. Construction management including assistance in contractor selection by analyzing bids, draw requests, site inspections and as-built certification.

1997 to 1998: — **MDM Engineering, Lakeland, FL**
Project Manager/ Designer

Responsible for designing and managing multiple petroleum commercial projects within the state of Florida for Chevron, Mobil, Exxon, and Racetrac. Duties included grading, drainage, offsite roadway design, architectural design, 3D visualization/rendering and overall management/ coordination with local and state permitting agencies.

EXHIBIT "C"
to Resolution R-20-09

Organizational Chart

Our team members have extensive experience in water resources including surface water drainage facilities, rain garden treatment facilities, impaired waters, flood plain, wetland restoration, and groundwater storage.

WINTER HAVEN
The Chain of Lakes City

CARTER ENGINEERING
David C. Carter, P.E.
Principal in-charge
Winter Haven, FL

CARTER ENGINEERING
Blaine Carter, P.E.
Project Manager
New Mexico

CARTER ENGINEERING
Brian Moss
Project Manager
Winter Haven, FL

CARTER ENGINEERING
Kim McCraine
Project Manager
Winter Haven, FL

Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DAVID C. CARTER CONSULTING ENGINEERS, LLC

CARTER ENGINEERING
137 5TH STREET N.W.
WINTER HAVEN FL 33881

LICENSE NUMBER: CA6404

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT "C"
to Resolution R-20-09

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CARTER, BLAINE MICHAEL

5 PENNY LN
CEDAR CREST NM 87008

LICENSE NUMBER: PE81382

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT "C"

CITY OF WINTER HAVEN
RFQ 20-01

TAB 7 – 3.2.10 REFERENCES

CARTER ENGINEERING

CITY OF WINTER HAVEN
RFQ 20-01

TAB 8 – 3.2.11 & 3.2.12 MINORITY BUSINESS OWNED/ WOMAN OWNED/ DISABLED VETERAN/ PRIMARY OFFICE LOCATION

CARTER ENGINEERING

CITY OF WINTER HAVEN
RFQ 20-01

TAB 9 – 9.0 STANDARD FORMS

CARTER
ENGINEERING

9.2 **ATTACHMENT B**

ADDENDUM PAGE (RFQ 20-01)

The undersigned acknowledges receipt of the following addenda to the Request for Qualifications (Give number and date of each):

Addendum No. 1 Dated: November 6, 2019

Addendum No. 2 Dated: November 18, 2019

Addendum No. 3 Dated: November 19, 2019

Addendum No. 4 Dated: November 25, 2019

Addendum No. _____ Dated: _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: David C Carter Consulting Engineers, LLC dba Carter Engineering

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: David C Carter, MGRM

9.4

ATTACHMENT D

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of FLORIDA

County of POLK

David C Carter, being first duly sworn, deposes and says that:
Name

(1) He is MGRM of David C Carter Consulting Engineers, LLC, the
Title Company dba Carter Engineering
Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it's agents, representatives, owners, employees, or parties in interest, including this affiant.

Name
MGRM
Title

Subscribed and sworn to before me this 25th day of November, 2019

Eleanor Bradley
Notary Signature

ELEANOR BRADLEY
Notary Name
My commission expires 8/14/20

ELEANOR BRADLEY
Notary Public - State of Florida
Commission # GG 016585
My Comm. Expires Aug 14, 2020
Bonded through National Notary Assn.

9.6 **Attachment F**

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

11/25/19
DATE

David C Carter Consulting Engineers, LLC dba Carter Engineering
NAME OF FIRM

863-294-6965
TELEPHONE NUMBER

137 Fifth Street N.W.
STREET ADDRESS

VENDOR'S SIGNATURE

Winter Haven FL 33881
CITY STATE ZIP

COMPOSITE EXHIBIT "D"
to Resolution 20-09

WINTER HAVEN
The Chain of Lakes City

REGULAR CITY COMMISSION MEETING
MONDAY, FEBRUARY 24, 2020
6:30 PM
City Hall, John Fuller Auditorium
451 Third Street NW
Winter Haven, FL 33881

1. **CALL TO ORDER** - Bradley T. Dantzler, Mayor

2. **INVOCATION** - Rev. David Averill - St. Johns United Methodist Church

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

4. **PRESENTATIONS**

   4.A. Recognition of Battalion Chief Carbone - Chief Charlie Bird, Public Safety Director

   Staff Contact: *Brittany Overstreet, Senior Executive Assistant , boverstreet@mywinterhaven.com*

   Director's Commendation - Carbone

   4.B. Willowbrook Golf Course Update - Travis Edwards, Parks, Recreation & Culture Director

   Staff Contact: *Travis W. Edwards, Parks, Recreation & Culture Director, tedwards@mywinterhaven.com*

   WILLOWBROOK CITY PRESENTATION 2020

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

6. **MINUTES**

   6.A. February 5, 2020 City Commission Agenda Review Session Minutes

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

   2020-02-05 DRAFT Agenda Review Session Minutes

   6.B. February 10, 2020 Regular City Commission Meeting Minutes

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

   2020-02-10 DRAFT Minutes Regular City Commission Meeting with Attachment

7. **COMMENTS FROM THE AUDIENCE**

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

   8.A. O-19-27- Request by Paul William Schulz to assign Residential-Low Density Future Land Use to 3 annexed parcels

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

Summary - Ordinance O-19-27
O-19-27

8.B. O-20-05 - Request by Villamar FG, LLC to rezone two parcels from Single Family Residential-Small Lot (R-2) zoning district to Planned Unit Development (PUD) zoning district (18 Cherry Blossom Lane)

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

Summary - Ordinance O-20-05
O-20-05

8.C. O-20-06 - Request by No Dukes to amend the 2025 Future Land Use Map on a parcel from Traditional Neighborhood Area Future Land Use to Primary Activity Center Future Land Use. General Location: 605 Piedmont Drive, SE

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

Summary - Ordinance O-20-06
O-20-06

8.D. O-20-07- Request by No Dukes to rezone a parcel from Single Family Residential- Small Lot (R-2) zoning district to Mixed Use (MX) zoning district. General Location: 605 Piedmont Drive, SE

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

Summary - Ordinance O-20-07
O-20-07

8.E. 0-20-09 - Amending City of Winter Haven General Employees' Pension Plan

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

Summary - Ordinance O-20-09
O-20-09
Legal Counsel Scott Christiansen's Letter Dated April 19, 2019
Plan Actuary Foster and Foster No. Financial Impact Letter

8.F. O-20-10 - A change in the meeting time for Regular City Commission Meetings pursuant to Section 2-26 of the City's Code of Ordinances

Staff Contact: *John Murphy , City Attorney , fjm@bosdun.com*

Summary - Ordinances O-20-10
O-20-10

9. CONSENT AGENDA

9.A. Purchase of Vehicle for Police Department Support Services/Records Division

Staff Contact: *Jose Sanchez, Police Captain, jmsanchez@mywinterhaven.com*

Summary - PIO Van
FL Sheriff's Contract Award Minivan
Asset Status Change Form Unit 3180
Winter Haven PD 20 Dodge Grand Caravan SE Quote

9.B. Skate Park Project Guaranteed Maximum Price Amendment

Staff Contact: *Travis W. Edwards, Parks, Recreation & Culture Director, tedwards@mywinterhaven.com*

Summary - Skate Park Project GMP Amendment
Guaranteed Maximum Price Amendment
Amphitheater GMP Proposal
Skate Park GMP Proposal
Skate Park Rendering
Skate Park Rendering 2
Amphitheater Rendering Sheet
Amphitheater Shade Covering

9.C. Recommendations of Award for Request for Qualifications RFQ-20-01 - Continuing Professional Consulting Services Contracts

Staff Contact: *Bethany Owen, Procurement Officer, bowen@mywinterhaven.com*

Summary - RFQ-20-01
Recommendation of Award
Professional Services Committee score sheet
Master Continuing Professional Consulting Services Agreement

9.D. Annual Contract Award – Sodium Hypochlorite, Allied Universal Corporation (Miami, Florida)

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

Summary - Annual Contract - Sodium Hypochlorite
ITB-20-15 Bid Tabulation Sheet

9.E. Award ITB-20-18, Annual Contract - Airport Mowing, to Cropland Services, Inc.

Staff Contact: *Ashley Udick , Airport General Manager, audick@mywinterhaven.com*

Summary - Bid Award ITB-20-18
ITB-20-18 Bid Tab Sheet
ITB-20-18 Recommendation of Award

9.F. Purchase of New and Replacement Vehicles for Utility Services from Duval Fleet (Jacksonville, Florida)

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

Summary - Purchase of New and Replacement Vehicles for Utility Services from Duval Fleet, Jacksonville, Florida
Quote - Duval Fleet, Water Distribution and Utility Engineering

Quote - Duval Fleet, Field Services
Quote - Duval Fleet- WWTP #3
Quote - Duval Fleet - WWTP #3, Replacement Vehicle
Quote - Duval Fleet - Water Plants

9.G. Agreement with Polk County for Lake Blue Monitoring site

Staff Contact: *Michael Carnevale , Public Works Director , MCarnevale@MyWinterHaven.com*

Summary - Agreement with Polk County for Lake Blue monitoring site
Lake Blue Park Monitor Well License Agreement
Lake Blue EMP Site Map

9.H. Conveyance and Release Agreement

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

Summary - Conveyance and Release Agreement
Location map
Conveyance and Release Agreement

10. RESOLUTION(S)

10.A. R-20-14 - Accepting the Conveyance of Real Property from George G. Waldrop, Sr., and Fay N. Waldrop

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

Summary - Resolution R-20-14
R-20-14

10.B. R-20-16 - Request by Eloise Loop Development, LLC for final plat approval of the Eagle Landing Phase I Subdivision

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

Summary - Resolution R-20-16
R-20-16

11. ORDINANCE(S) - FIRST READING

12. NEW BUSINESS

12.A. Smart City Advisory Committee Member Appointment - Steve Bates

Staff Contact: *Donna Sheehan, Assistant to the City Manager , dsheehan@mywinterhaven.com*

Summary - Smart City Advisory Committee February 2020
BATES APPLICATION

13. CITY COMMISSIONERS/LIAISON REPORTS

14. CITY ATTORNEY REPORT

15. CITY MANAGER REPORT

16. ASSISTANT CITY MANAGER REPORT

17. CITY CLERK REPORT

17.A. Authorization for Travel and Training - FDOT Multi-use Corridors of Regional Economic Significance (M-CORES) Task Force Meeting (Birdsong)

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

Summary - Authorization for Travel - FDOT M-CORES Task Force Meeting (BIRDSONG)
Tentative Agenda

18. DEVELOPMENTS OF NOTE

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

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

WINTER HAVEN
The Chain of Lakes City

REGULAR CITY COMMISSION MEETING MINUTES
MONDAY, FEBRUARY 24, 2020 at 6:30 P.M.
City Hall - John Fuller Auditorium
451 Third Street NW
Winter Haven, Florida 33881

1. **CALL TO ORDER** - Mayor Dantzler called the meeting to order at 6:31 p.m.

2. **INVOCATION** – Parks, Recreation and Culture Director Travis Edwards

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

4. **PRESENTATION(S)**

City Manager Herr thanked Parks, Recreation and Culture Director Edwards for welcoming back Airport Director Alex Vacha, and was happy he had returned back safely from serving in the military overseas.

City Manager Herr presented Assistant City Manager Stavres with a special plaque awarding him "Project Leader of the Year 2019" for his work on the AdventHealth Fieldhouse and Conference Center at Chain of Lakes Park.

(Mayor Pro Tem Birdsong arrived at 6:34 p.m.)

A. Recognition of Battalion Chief Carbone - Chief Charlie Bird, Public Safety Director

Public Safety Director Bird recognized Battalion Chief Joe Carbone for administering a rare procedure, called an emergency surgical cricothyrotomy, in response to a shooting on October 4, 2019, which resulted in saving the life of the victim.

B. Willowbrook Golf Course Update - Travis Edwards, Parks, Recreation & Culture Director

Parks, Recreation and Culture Director Edwards gave background on this item and introduced Dan Zimmer, Vice President for Billy Casper Golf, and Joe Coley, Operations Manager, who gave a PowerPoint presentation *(see attached).* Discussion ensued.

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

Commissioners Present: Mayor Brad Dantzler, Mayor Pro Tem Nathaniel Birdsong, and Commissioners James "J.P." Powell, Brian Yates, and Tracy Mercer

Staff Present: City Manager Mike Herr; Assistant City Manager T. Michael Stavres; City Attorney John Murphy; City Clerk Vanessa Castillo; Financial Services Director Cal Bowen; Director of Public Safety Charlie Bird; Smart City Officer Hiep Nguyen; Parks, Recreation and Culture Director Travis Edwards; Public Works Director Michael "M.J." Carnevale; and Department of Economic Opportunity and Community Investment Director Eric Labbe.

6. MINUTES

A. February 5, 2020 City Commission Agenda Review Session Minutes

B. February 10, 2020 Regular City Commission Meeting Minutes

Motion by Commissioner Powell to approve all sets of minutes as presented.

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

Motion carried 5:0.

7. COMMENTS FROM THE AUDIENCE – N/A

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

A. O-19-27- Request by Paul William Schulz to assign Residential-Low Density Future Land Use to 3 annexed parcels

Mayor Dantzler read aloud a statement disclosing that he is a co-trustee for his family's real property located on Country Club Road South in the general area of the subject property of Mr. Paul Schulz's application. He stated that he spoke in support of the applicant at a Board of County Commissioners hearing in August 2016 regarding a separate land use matter and extension of time for Outback Oasis. He stated that he could and would participate in this matter and vote fairly based on the evidence presented at a public hearing. This statement is an important part of due process to minimize the appearance of any conflict of interest.

City Attorney Murphy read Ordinance O-19-27 by title only and Department of Economic Opportunity and Community Investment Director Labbe presented and referred to the staff report and attachment that were provided to the Commission as part of the agenda backup for this item.

City Attorney Murphy noted that at the January 27, 2020, Regular City Commission Meeting, Mayor Pro Tem Birdsong had brought up this matter (assignment of land use) previously on the agenda for the November 12, 2019 Regular City Commission Meeting because Mayor Pro Tem Birdsong felt that the City Commission had not taken an affirmative vote on that issue due to the tie vote at the Regular City Commission Meeting on November 12, 2019. Therefore Mayor Pro Tem Birdsong wanted the Commission in their legislative capacity to consider the application for the assignment of land use again. There was consensus of the Commission at the last Regular Meeting on January 27, 2020 to consider and vote on this item (assignment of land use) again. City Attorney also noted that Ordinance O-19-27 was pertaining just to land use and not zoning. Discussion ensued.

There was consensus of the Commission at the last Regular City Commission to vote on this item again. He also noted this ordinance was pertaining to the land use and not zoning. Discussion ensued.

Discussion ensued regarding prior land use, zoning and if there were any platted lots.

Doug Lockwood, Attorney for the applicant Paul Schulz, gave background information on this item.

Motion by Mayor Pro Tem Birdsong to approve Ordinance O-19-27 on second reading - public hearing.

Mayor Dantzler 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.

Mark Whisler, 4022 Country Club Road South in Winter Haven, spoke in opposition to the ordinance.

Ryan Gaffney, 2517 Sherwood Street in Winter Haven, spoke in opposition to the ordinance.

(Mayor Dantzler left the room at 7:25 p.m.)

Susan Lee, 305 Sage Road in Winter Haven, said she was neither supportive nor opposed to the ordinance.

(Mayor Dantzler entered the room at 7:28 p.m.)

Gwen Fulks, 411 Horseshoe Lane NE in Winter Haven, spoke in opposition to the ordinance.

Terri Johnson, 407 Horseshoe Lane NE in Winter Have, spoke in opposition to the ordinance.

Christina Taylor, 507 Hamilton Shores Court in Winter Haven, spoke in opposition to the ordinance.

Nancy King, 3800 Country Club Road South in Winter Haven, spoke in opposition to the ordinance.

Michael King, 3800 Country Club Road South in Winter Haven, spoke in opposition to the ordinance and distributed a document *(see attached)* regarding the Schulz property to the Commission.

Thomas Johnson, 407 Horseshoe Lane NE in Winter Haven, spoke in opposition to the ordinance.

Discussion ensued.

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

Attorney Lockwood said the property was listed and Schulz was looking for a partner, however, they were there tonight on this item for the land use. Discussion ensued.

Motion carried 4:1 with Commissioner Mercer voting no.

B. O-20-05 - Request by Villamar FG, LLC to rezone two parcels from Single Family Residential- Small Lot (R-2) zoning district to Planned Unit Development (PUD) zoning district (18 Cherry Blossom Lane)

City Attorney Murphy read Ordinance O-20-05 by title only and City Manager Herr presented.

Motion by Mayor Pro Tem Birdsong to approve Ordinance O-20-05 on second reading - public hearing.

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

Motion carried 5:0.

C. O-20-06 - Request by No Dukes to amend the 2025 Future Land Use Map on a parcel from Traditional Neighborhood Area Future Land Use to Primary Activity Center Future Land Use. General Location: 605 Piedmont Drive, SE

City Attorney Murphy read Ordinance O-20-06 by title only and City Manager Herr presented.

Motion by Mayor Pro Tem Birdsong to approve Ordinance O-20-06 on second reading - public hearing.

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

Motion carried 5:0.

D. O-20-07- Request by No Dukes to rezone a parcel from Single Family Residential-Small Lot (R-2) zoning district to Mixed Use (MX) zoning district. General Location: 605 Piedmont Drive, SE

City Attorney Murphy read Ordinance O-20-07 by title only and City Manager Herr presented.

Motion by Commissioner Yates to approve Ordinance O-20-07 on second reading - public hearing.

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

Motion carried 5:0.

E. O-20-09 - Amending City of Winter Haven General Employees' Pension Plan

City Attorney Murphy read Ordinance O-20-09 by title only and City Manager Herr presented.

Motion by Commissioner Powell to approve Ordinance O-20-09 on second reading - public hearing.

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

Motion carried 5:0.

F. O-20-10 - A change in the meeting time for Regular City Commission Meetings pursuant to Section 2-26 of the City's Code of Ordinances

City Attorney Murphy read Ordinance O-20-10 by title only and City Manager Herr presented.

Motion by Commissioner Powell to approve Ordinance O-20-10 on second reading - public hearing.

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

Motion carried 5:0.

9. CONSENT AGENDA

A. Purchase of Vehicle for Police Department Support Services/Records Division

B. Skate Park Project Guaranteed Maximum Price Amendment

C. Recommendations of Award for Request for Qualifications RFQ-20-01 - Continuing Professional Consulting Services Contracts

D. Annual Contract Award – Sodium Hypochlorite, Allied Universal Corporation (Miami, Florida)

E. Award ITB-20-18, Annual Contract - Airport Mowing, to Cropland Services, Inc.

F. Purchase of New and Replacement Vehicles for Utility Services from Duval Fleet (Jacksonville, Florida)

G. Agreement with Polk County for Lake Blue Monitoring site

H. Conveyance and Release Agreement

Motion by Commissioner Powell to approve the Consent Agenda as presented.

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

Motion carried 5:0.

10. RESOLUTION(S)

A. R-20-14 - Accepting the Conveyance of Real Property from George G. Waldrop, Sr., and Fay N. Waldrop

City Attorney Murphy read Resolution R-20-14 by title only and City Manager Herr presented.

Motion by Mayor Pro Tem Birdsong to approve Resolution R-20-14.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

Motion carried 5:0.

B. R-20-16 - Request by Eloise Loop Development, LLC for final plat approval of the Eagle Landing Phase I Subdivision

City Attorney Murphy read Resolution R-20-16 by title only and City Manager Herr presented.

Motion by Commissioner Powell to approve Resolution R-20-16.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

Motion carried 5:0.

11. ORDINANCE(S) - FIRST READING – None

12. NEW BUSINESS

A. Smart City Advisory Committee Member Appointment - Steve Bates

City Manager Herr presented this item as detailed in the agenda packet.

Motion by Mayor Pro Tem Birdsong to appoint Steve Bates as a member to the Smart City Advisory Committee.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

Motion carried 5:0.

13. CITY COMMISSIONERS/LIAISON REPORTS

Mayor Pro Tem Birdsong reported the following: attended the Central Florida Regional Development Council (CFRPC) Meeting; presided over his last Polk County Transportation Planning Organization (TPO) Meeting as Chairperson; attended the Ridge League of Cities (RLC) Dinner Meeting hosted by the City of Lake Wales; and thanked the Police Department for assisting the Florence Villa Community Development Corporation (FVCDC) with painting the homes of a veteran and widower.

Commissioner Powell reported the following: attended an Airport Advisory Committee (AAC) Meeting; attended the RLC Dinner Meeting in Lake Wales; and welcomed back Airport Director Vacha.

Commissioner Yates reported the following: attended his first TPO Meeting and thanked Assistant City Manager Stavres and staff for expediting the repair of the planters on Central Avenue.

Commissioner Mercer reported she had attended the *Miss Winter Haven Softball Season Opening.*

Mayor Dantzler reported the following: attended the *Taste of Winter Haven* event; and attended the Polk Vision Board of Directors Meeting where he had served with Jerry Miller. He also gave condolences to the family of Mr. Miller and said he would be missed. Lastly, he attended Theatre Winter Haven's production of *Kinky Boots.*

14. CITY ATTORNEY REPORT

City Attorney Murphy also expressed condolences on the passings of Jerry Miller of Duke Energy and former City of Lakeland Mayor and former Polk State College President Larry Durrence. He also welcomed Airport Director Alex Vacha back from his military tour.

15. CITY MANAGER REPORT

City Manager Herr reported he had attended the *Annual Community Heritage Day Celebration* at the Lake Maude Recreational Complex which he enjoyed.

16. ASSISTANT CITY MANAGER REPORT

Assistant City Manager Stavres reported he attended the Florida Department of Transportation (FDOT) M-CORES [Southwest-Central Florida Corridor Task Force] Meeting on February 13, 2020 on behalf of Mayor Pro Tem Birdsong and gave an overview of the discussion.

17. CITY CLERK REPORT

A. Authorization for Travel and Training - FDOT Multi-use Corridors of Regional Economic Significance (M-CORES) Task Force Meeting (Birdsong)

City Clerk Castillo presented this item as detailed in the agenda packet.

Motion by Commissioner Powell to authorize travel for Mayor Pro Tem Birdsong to attend the FDOT Multi-use Corridors of Regional Economic Significance (M-CORES) Task Force Meeting in Sebring.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

Motion carried 5:0.

18. DEVELOPMENTS OF NOTE

Mayor Dantzler reminded everyone that the next Regular City Commission Meeting, and all meetings thereafter, would begin at 6:00 p.m. He also welcomed back Airport Director Vacha.

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 8:33 p.m.

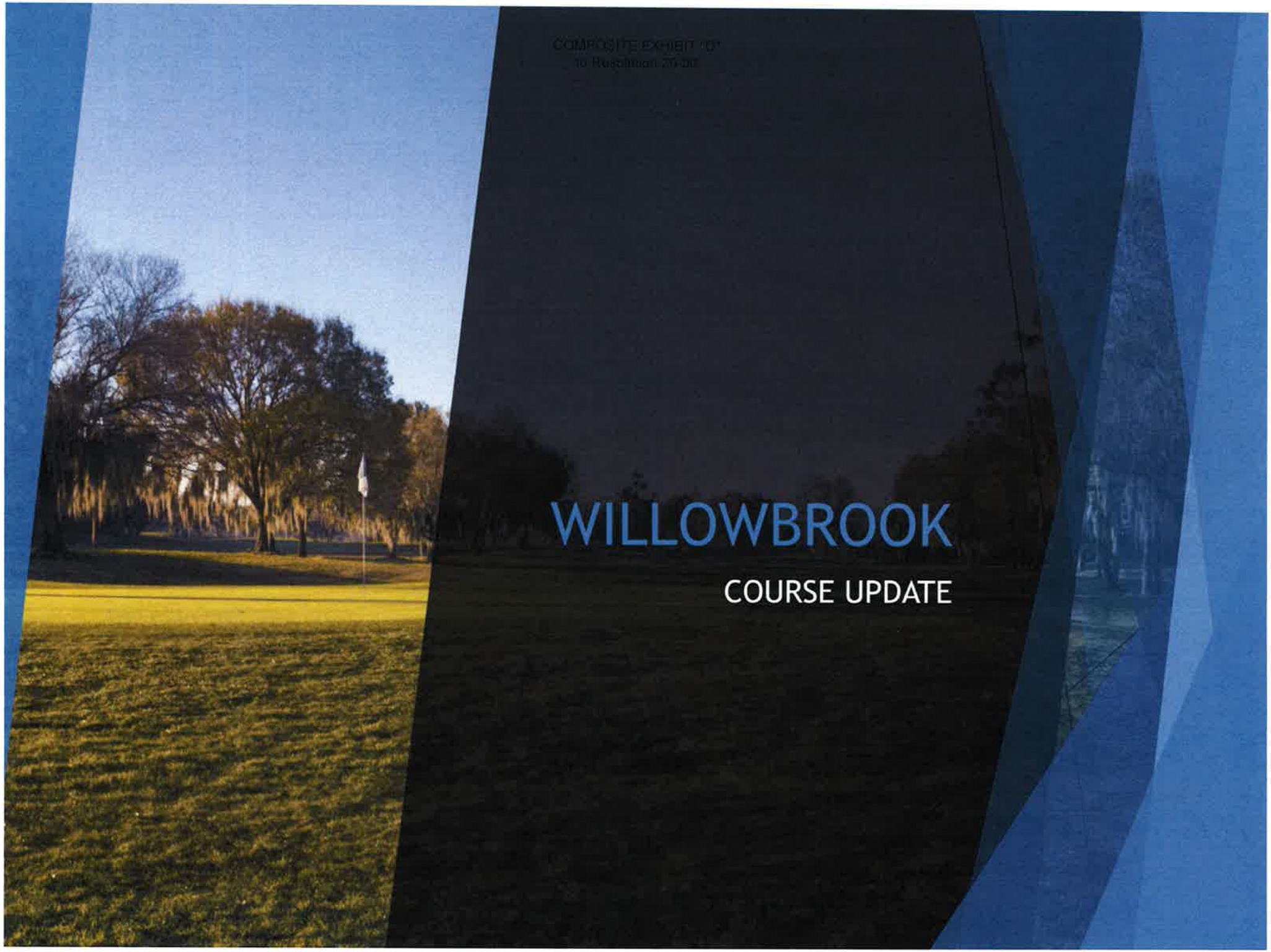
ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Bradley T. Dantzler
Mayor

COMPOSITE EXHIBIT "D"
to Resolution 20-06



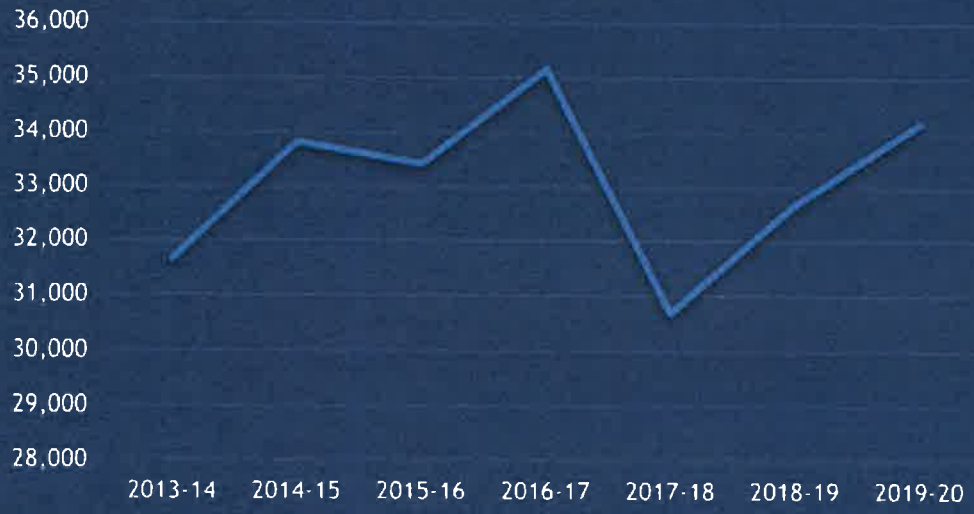
WILLOWBROOK

COURSE UPDATE

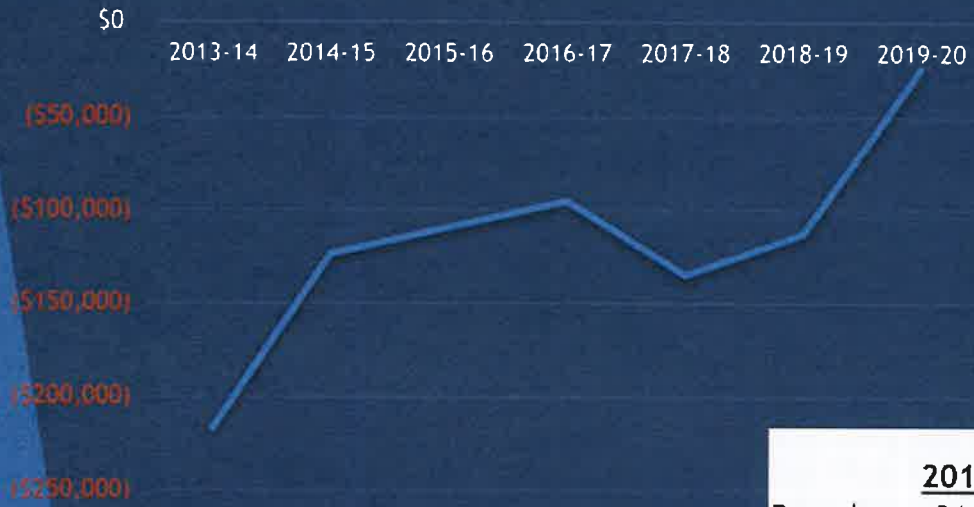
PERFORMACE TRENDS

COMPOSITE EXHIBIT "D"
to Resolution 20-09

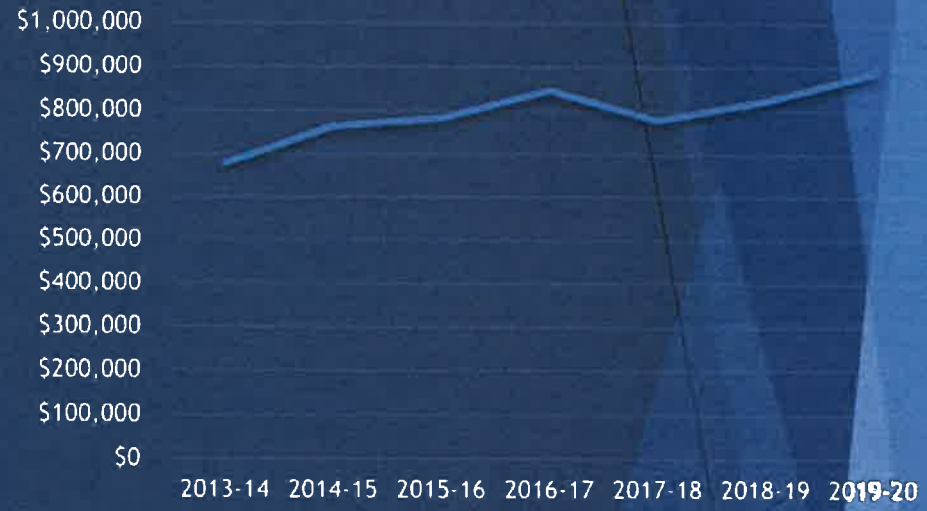
Rounds



EBITDA



Revenue

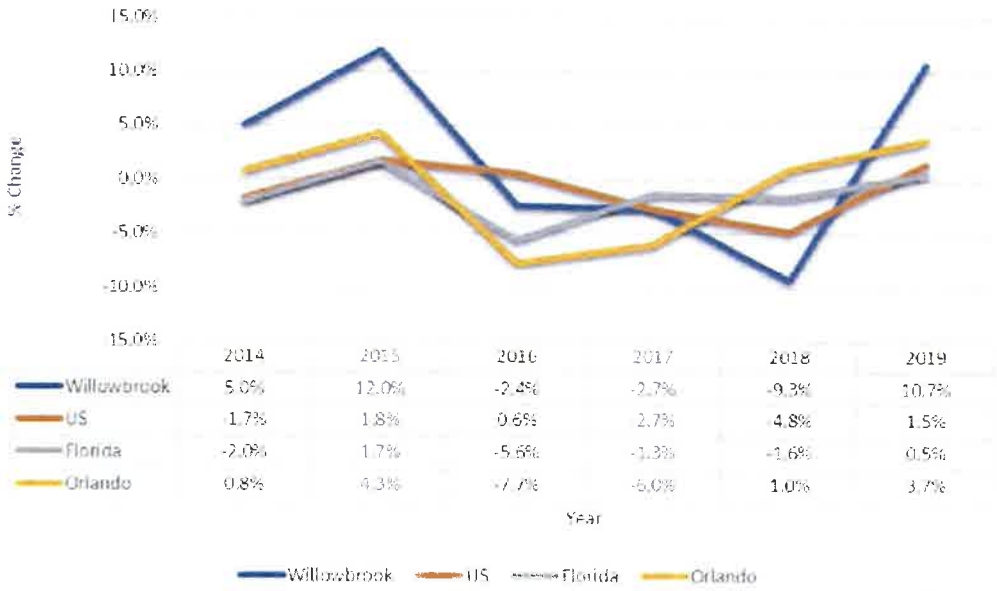


	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Rounds	31,656	33,818	33,416	35,165	30,681	32,671	34,174
Revenue	$677,957	$763,584	$782,512	$847,548	$778,718	$823,366	$887,038
EBITDA	($216,689)	($123,585)	($109,035)	($94,944)	($135,010)	($112,745)	($24,619)

COMPOSITE EXHIBIT "D"
to Resolution 20-09

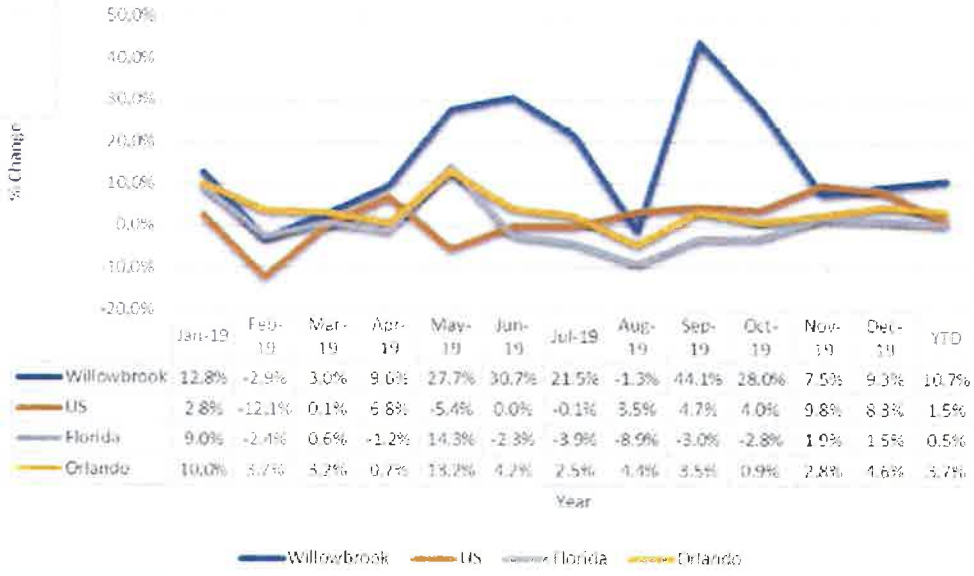
OUR PLACE IN THE MARKET

Year Over Year Rounds
2014 to 2019



	2014	2015	2016	2017	2018	2019
Willowbrook	5.0%	12.0%	-2.4%	-2.7%	-9.3%	10.7%
US	1.7%	1.8%	0.6%	2.7%	4.8%	1.5%
Florida	-2.0%	1.7%	-5.6%	-1.3%	-1.6%	0.5%
Orlando	0.8%	4.3%	-7.7%	-6.0%	1.0%	3.7%

Year Over Year Rounds
2019 YTD



	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	YTD
Willowbrook	12.8%	-2.9%	3.0%	9.6%	27.7%	30.7%	21.5%	-1.3%	44.1%	28.0%	7.5%	9.3%	10.7%
US	2.8%	-12.1%	0.1%	6.8%	-5.4%	0.0%	-0.1%	3.5%	4.7%	4.0%	9.8%	8.3%	1.5%
Florida	9.0%	-2.4%	0.6%	-1.2%	14.3%	-2.3%	-3.9%	-8.9%	-3.0%	-2.8%	1.9%	1.5%	0.5%
Orlando	10.0%	5.7%	5.2%	0.7%	18.2%	4.2%	2.5%	4.4%	5.5%	0.9%	2.8%	4.6%	3.7%

COMPOSITE EXHIBIT "D"
to Resolution 20-09

2019-2020 OVERVIEW

- Quick start to fiscal year, revenue was $22k better than budget in the first quarter, and bottom line was $40k better.
- January revenues better than budget by over $13,000.
- Great course conditions plus the right pricing strategies have made Willowbrook the best value in the area.
- Most of our competition continues to battle with poor course conditions.

COMPOSITE EXHIBIT "D"
to Resolution 20-09

LOYALTY PROGRAM

- In our seven years we've built an extremely successful Loyalty Program
- October through January we have sold 554 Discount Cards generating over $36,000 in revenue.
- YTD 36% of our rounds have been cardholders.

COMPOSITE EXHIBIT "D"
to Resolution 20-09

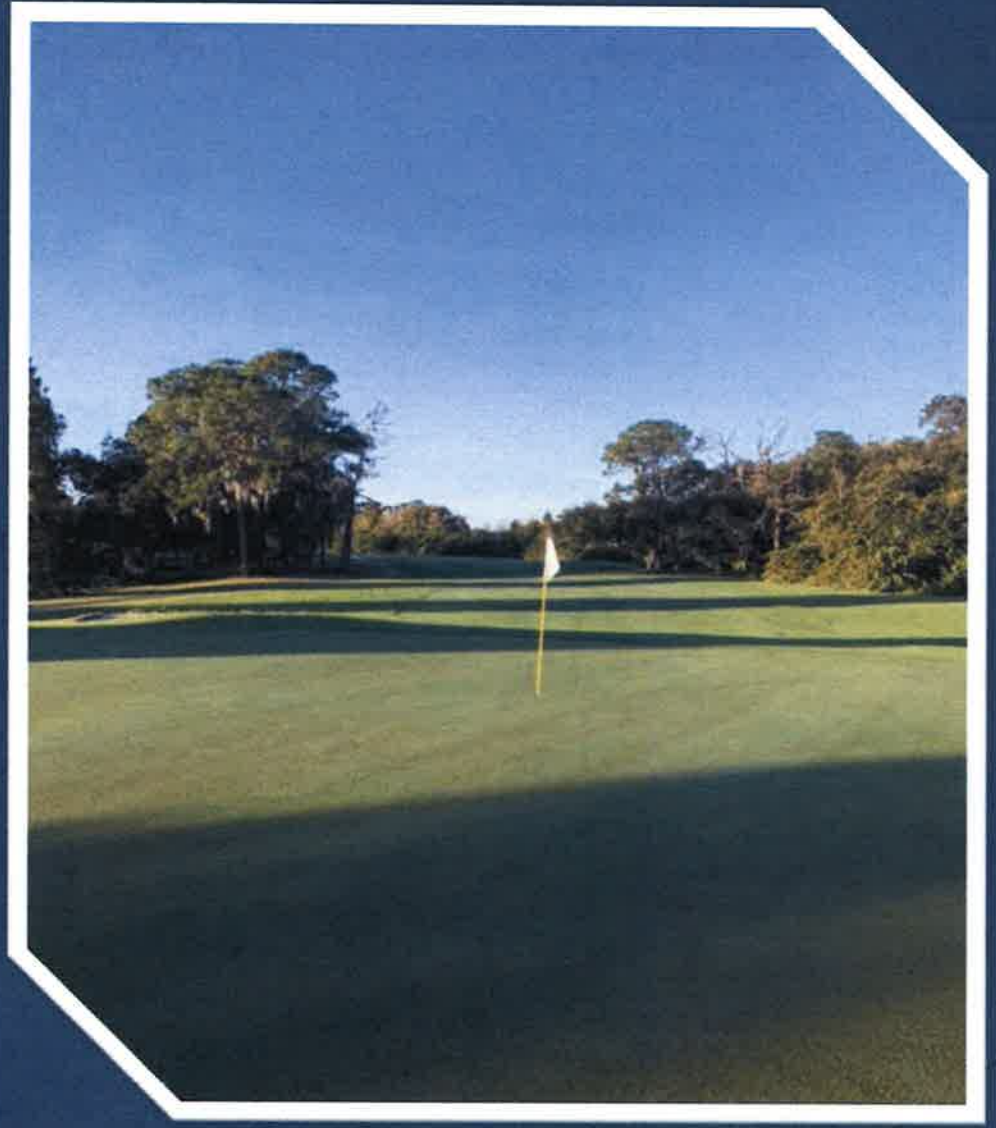
COURSE CONDITIONS

GREENS

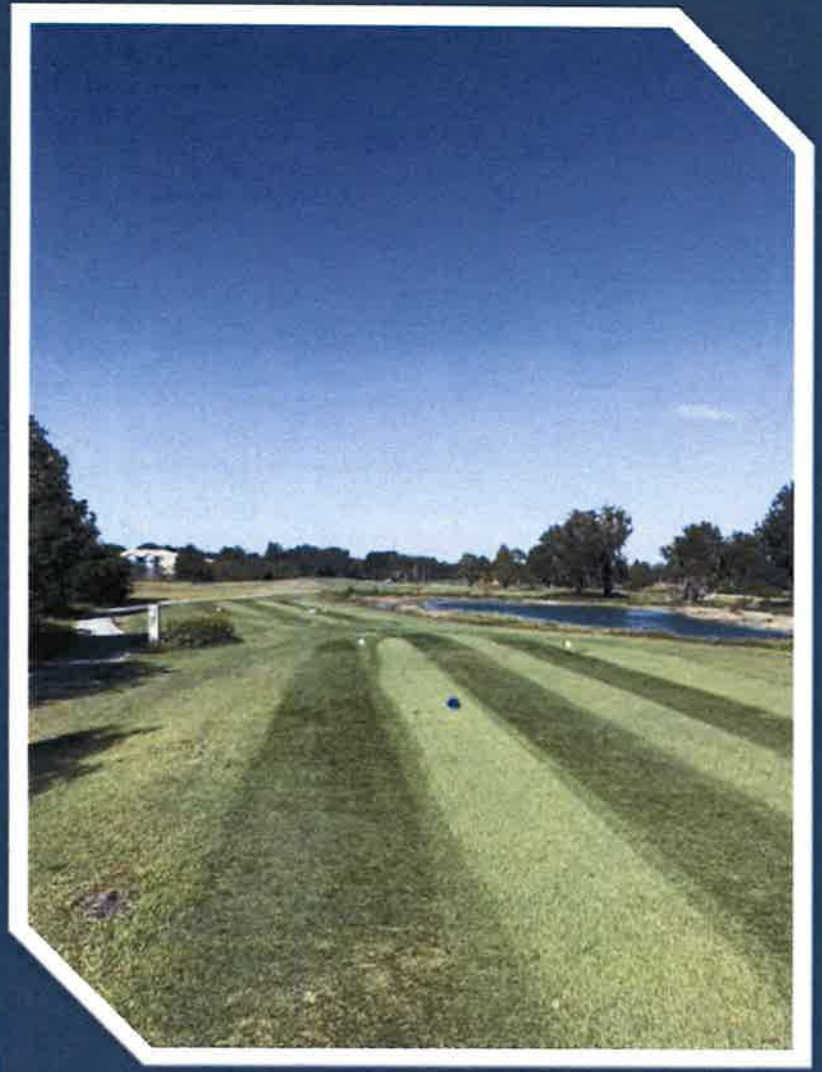
- All 19 Greens have full healthy turf coverage
- Greens have consistent roll and speed throughout the entire course.
- We have worked to enlarge the greens making them closer to their original size.

COMPOSITE EXHIBIT "D"
to Resolution 20-09

GREENS



TEES



- Tee boxes have full turf coverage

COMPOSITE EXHIBIT "D"
to Resolution 20-09

TEES

FAIRWAYS

- Fairways have full turf coverage
- Weed pressure has been drastically reduced

COMPOSITE EXHIBIT "D"
to Resolution 20-09

FAIRWAYS

COMPOSITE EXHIBIT "D"
to Resolution 20-09

ACE - THE GUEST EXPERIENCE

I am part of a team prepared to create fun and enjoyment for our guests.

My positive attitude is my responsibility.

I choose to create loyal guests with my team, my attitude, and my actions.

ACEing the Guest Experience

100% of the Staff is ACE Trained

98% Mystery Shop Average in 2019

THE REVIEWS ARE IN...

- Golf Advisor All Time Ratings
  - Willowbrook- 3.8 Stars, 86.2% Recommend this course
  - Cypresswood CC- 3.3 Stars, 74.4% Recommend this course
  - Grenelefe- 3.3 Stars, 74.7% Recommend this course
  - Cleveland Heights- 3.8 Stars, 86.8% Recommend this course
  - Southern Dunes- 4.2 Stars, 91% Recommend this course
- Golf Advisor Ratings for Last 6 Months
  - Willowbrook- 3.7 Stars, 86.8% Recommend this course
  - Cypresswood CC- 3.5 Stars, 75% Recommend this course
  - Grenelefe- 3.2 Stars, 67.5% Recommend this course
  - Cleveland Heights- 4.1 Stars, 89.5% Recommend this course
  - Southern Dunes- 4.3 Stars, 100% Recommend this course

COMPOSITE EXHIBIT "D"
to Resolution 20-09

WHAT OUR GUESTS ARE SAYING

Respondent Information	
Survey Title:	Welcome Survey For Willowbrook
Response Number:	90103754
Start Date:	01/20/2020 5:08 PM
Completion Date:	01/20/2020 5:13 PM

Response Information	
Question	**Answer**
1. Why don't you play more golf?	I'm too darn busy.
2. How did you discover our golf course?	Through a friend
3. Do you feel that your experience at the course was worth the price you paid?	I feel like I got a deal!
4. How likely are you to recommend this course to a friend, relative, or colleague?	10
5. Care to tell us why? Elaborate on your above rating or leave us any additional comments or feedback.	The course is in great shape and it has a nice but not too difficult of a layout. I also enjoy seeing the wildlife. During the most recent round, I saw 3 alligators, two very large turtles, 2 Sandhill Cranes, a hawk, a shook of ibises, and a blue Herron.

COMPOSITE EXHIBIT "D"
to Resolution 20-09

WHAT OUR GUESTS ARE SAYING

Respondent Information	
Survey Title:	Welcome Survey For Willowbrook
Response Number:	90017932
Start Date:	01/17/2020 8:44 AM
Completion Date:	01/17/2020 8:49 AM

Response Information	
Question	**Answer**
1. Why don't you play more golf?	I play lots of golf!
2. How did you discover our golf course?	I attended an outing or event there.
3. Do you feel that your experience at the course was worth the price you paid?	Yes! The price is right.
4. How likely are you to recommend this course to a friend, relative, or colleague?	10
5. Care to tell us why? Elaborate on your above rating or leave us any additional comments or feedback.	The course is in great shape, the price is right, and it is close to where we live. Also I like that you have starters and marshalls on the course.

COMPOSITE EXHIBIT "D"
to Resolution 20-09

WHAT OUR GUESTS ARE SAYING

Respondent Information	
Survey Title:	Welcome Survey For Willowbrook
Response Number:	90003874
Start Date:	01/16/2020 4:21 PM
Completion Date:	01/16/2020 4:23 PM

Response Information	
Question	**Answer**
1. Why don't you play more golf?	I play lots of golf... at another course.
2. How did you discover our golf course?	Through a friend
3. Do you feel that your experience at the course was worth the price you paid?	Yes! The price is right.
4. How likely are you to recommend this course to a friend, relative, or colleague?	9
5. Care to tell us why? Elaborate on your above rating or leave us any additional comments or feedback.	The group had a good time golfing and commented about how good the conditions on the course were.

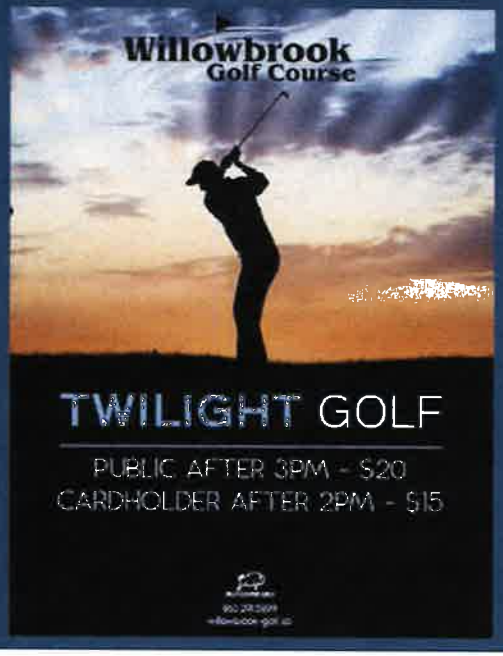
DATA ANALYSIS

COMPOSITE EXHIBIT "D"
to Resolution 20-09

- BCG has multiple tools to take the guess work out of important decision making
- Current Real Time Data Available to the course includes:
  - Compass Report – gives weekly vital statics about the course
  - Nominal Pricing Report – gives utilization and pricing suggestions to maximize APR
  - Zip Code Heat Maps – shows a map of where our rounds are coming from
  - Comp Assessment – shows real time online pricing of primary competitors

Marketing

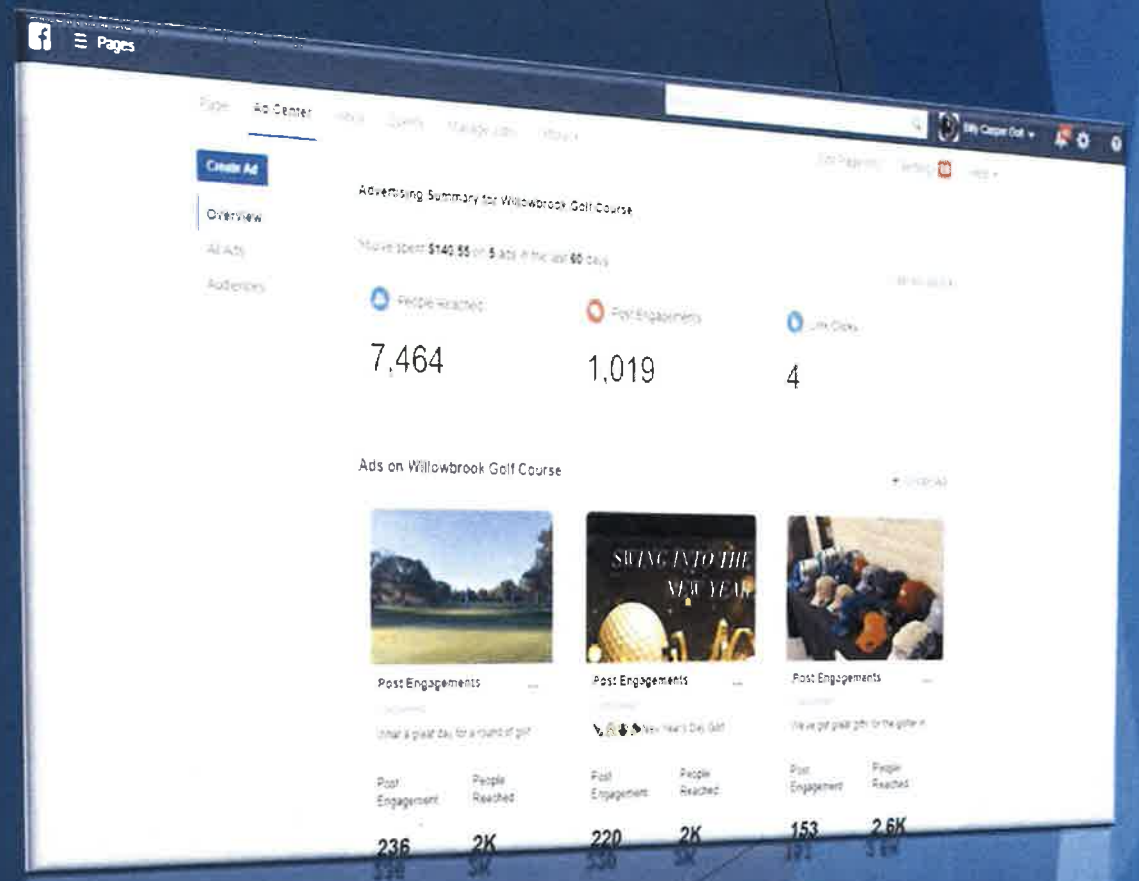
COMPOSITE EXHIBIT "D"
to Resolution 20-09



COMPOSITE EXHIBIT "D"
to Resolution 20-09

SOCIAL MEDIA

- We have grown our Facebook following to over 550 people in the last 6 years
- Facebook Advertising gives us the ability to reach targeted markets in the area at a low cost



COMPOSITE EXHIBIT "D"
to Resolution 20-09

National Partnerships

- Saved $7,280 through national partners in 2019
- Partnerships established in key area of the operation
- Will look to further leverage in 2020

COMPOSITE EXHIBIT "D"
to Resolution 20-09

BCG Regional Support Team

Tony Cianci
- Senior VP of Operations

David Evangelista
- Regional Director of Sales & Marketing

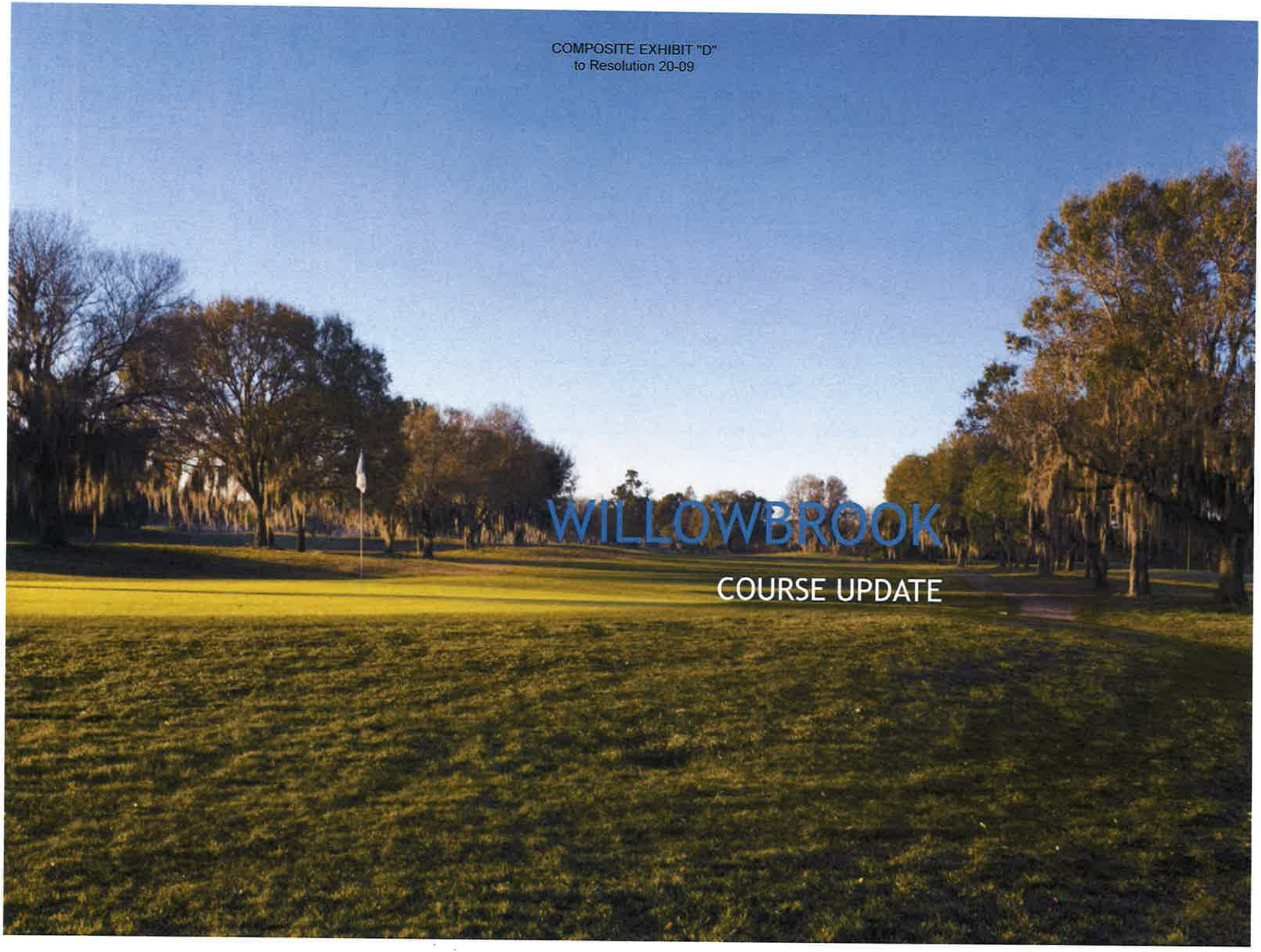
Dan Zimmer
- Vice President of Operations

Will Massey
- HR Generalist

Mike Stevens
- Regional Director of Agronomy

Grant Johnson
- Marketing Associate

COMPOSITE EXHIBIT "D"
to Resolution 20-09



LoopNet™

Ray Turchi
(407) 557-3847

David Vaughan
(407) 557-3829

Marcus & Millichap

4000 Country Club Rd S - Senior Housing Development at Outback Oasis

71.85 Acres of Commercial Land Offered at $13,500,000 in Winter Haven, FL

COMPOSITE EXHIBIT "D"
to Resolution 20-09

ABOUT 4000 COUNTRY CLUB RD S , WINTER HAVEN, FL 33881

Price	$13,500,000	**Property Type**	Land
Sale Type	Investment	**Property Sub-type**	Commercial
No. Lots	1	**Total Lot Size**	71.85 AC

Listing ID: 17481675 Date Created: 10/17/2019 Last Updated: 2/21/2020

1 LOT AVAILABLE

Lot

Price	$13,500,000	**Lot Size**	71.85 AC
Price Per AC	$187,891		

COMPOSITE EXHIBIT "D"
to Resolution 20-09

DESCRIPTION

The seniors housing development at Outback Oasis has a pending Planned Unit Development application expected to be approved by Fall 2019. A portion of the property contains the Outback Oasis Botanical Gardens, an unparalleled amenity to the seniors housing community.

The planned development is for an active adult seniors housing facility that may include independent living, assisted living and memory care. In addition to the existing Outback Oasis Botanical Gardens, the development is entitled for a maximum of 400 residential units, which could include a combination of condominiums, villas, townhomes, three-story assisted living facilities (with up to 250 units), bungalows, tennis courts, pickle-ball courts, and many trails, pools, and an amenity building situated on the Outback Oasis site. The project will have flexibility regarding the concept plan.

The property has been assembled and expertly designed and cultivated as the Outback Oasis Botanical Gardens by its Owner/Artist, Paul Schulz. Outback Oasis is a handicap accessible facility including restrooms. In addition to Outback Oasis, the remaining property has been enhanced with man-made ponds and lakes including a 10-acre catch & release stocked fishing lake, wetland recreation, tree preservation, and general maintenance. Outback Oasis is a truly unique and beautiful landscape amenity and it is central to the Active Adult and/or Assisted Living Facilities Development. The main attractions to the site are the kangaroo exhibit, butterfly garden, and lush tropical environment. The Outback Oasis is intended as the neighborhood focal point and amenity for the associated Seniors Housing Development and the community as a whole.

HIGHLIGHTS

71.85 Acres of Entitled Land | Available Reports Include Seniors Housing Feasibility Analysis, Traffic Impact Analysis and Ecological Site Assessment

Outback Oasis Botanical Gardens, an Unparalleled Amenity to a Seniors Housing Development is Centered Around a Truly Beautiful Real Oasis

Outback Oasis is an Outdoor Facility With Botanical Rarities, Art Installations and Cypress Pavilion

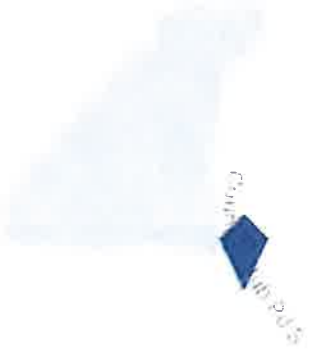
¼ Mile From Entrance to the Country Club of Winter Haven Featuring the Billy Casper Designed Championship Course

Five Miles SW of Winter Haven Regional Airport | Three Miles NE of Downtown Winter Haven | Two Miles to LEGOLAND Florida Resort

Seniors Housing Primary Market Area (PMA) is the 10 Mile Radius Around Outback Oasis

BIKE SCORE ®
Somewhat Bikeable (25)

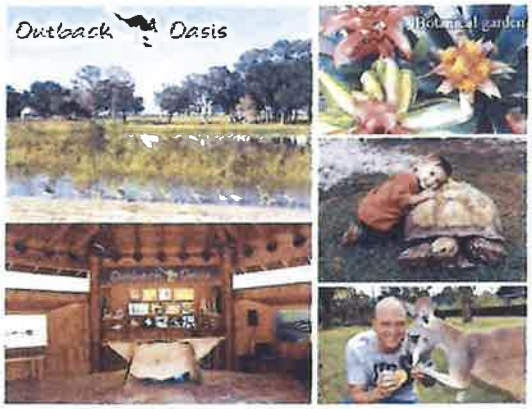
MAP OF 4000 COUNTRY CLUB RD S WINTER HAVEN, FL 33881



Google

Country Club Rd S
Map data ©2020

ADDITIONAL PHOTOS



"Nautilus" Wood Sculpture Installation by World
Famous Architect Kenneth Treister

The LoopNet service and information provided therein, while believed to be accurate, are provided "as is". LoopNet disclaims any and all representations, warranties, or guarantees of any kind.

Before we begin these proceedings, I would like to remind the applicant and the members of the general public that I am a co-trustee for my family's real property on Country Club Road South in the general area of the property which is the subject of the Paul Shulz application. I have also, of my own choice, spoken in the past in support of the applicant at a Polk County Board of County Commissioners hearing in August, 2016 regarding a separate land use matter involving extension of times and noise levels for the outback oasis. Even though I can and will participate and vote fairly in this case based on the evidence presented to the City Commission at the public hearing on this matter, it is an important part of due process to minimize even the appearance of any conflict of interest.

COMPOSITE EXHIBIT "D"
to Resolution 20-09

From: Tracy Mercer
To: Vanessa Castillo
Subject: Fwd: Vote on O-19-27
Date: Thursday, March 5, 2020 10:06:46 AM

Sent from my iPhone

Begin forwarded message:

From: Christina Taylor <cftaylor1@verizon.net>
Date: February 25, 2020 at 10:01:37 AM EST
To: Tracy Mercer <tmercer@mywinterhaven.com>
Subject: Vote on O-19-27

Commissioner Mercer,
Thank you for voting no on this proposal last night. Please know that my pointed questions to you regarding your knowledge of the prior meetings was not intended to be an affront to you or your position. My questions were born out of frustration that in their haste to "revisit" this issue, the other Commissioners placed you in a precarious position of revisiting a rather complicated legal and factual matter that you simply have not had time since your appointment to adequately consider to make an informed decision. I sincerely appreciate that you had the strength of character and good conscience to recognize the significance and import of a yes vote and that your vote should be based on your own analysis of the entire matter, not simply based on the affirmative votes of the other Commissioners. Thank you for your service to the City.
Christina Taylor

COMPOSITE EXHIBIT "D"
to Resolution 20-09

From: JP Powell
To: Thomas R Johnson
Cc: Mike Herr; Michael Stavres; John Murphy (jim@bosdun.com)
Subject: Re: Schulz Ordinance 0-19-27 "Revisited"
Date: Saturday, February 22, 2020 2:34:54 PM

Good afternoon
Thank you for your email comments and concerns.
JP Powell
Sent from my iPhone

> On Feb 22, 2020, at 11:09 AM, Thomas R Johnson <tom.and.terri@gmail.com> wrote:
>
> > On Feb 22, 2020, at 11:04 AM, Thomas R Johnson <tom.and.terri@gmail.com> wrote:
> >
> > Commissioners,
> >
> > I have attended a number of the meetings concerning Mr. Schulz"s desire to have the residential low density designation land use applied to the 67.08 acres that are located between Sage Road and Country Club Road. Unless the PUD proposal has been changed he wants to sell the land so that it can be developed into an Aging in Place Community with the ability to have 400 units or 800 people on the property. Some of the units will be in an assisted living facility, some will be multifamily and singe family residents.
> >
> > I have lived in Winter Haven for 45 years. I know that it is growing and developing. I have no desire for it to revert to an earlier time. Growth has to be conducted in a prudent manner that takes in more considerations than the desire for a road. I would question if the concept of a ALF is compatible with the surrounding single family neighborhoods. I would question if the need for two accesses would be met if the accesses are located on the one lane unpaved existing Sage Road and Country Club Road.
> >
> > As a group we have presented many valid reasons why we do not feel that this development, as it has been presented, is compatible with the surrounding areas and neighborhoods. Our arguments have been legal, emotional, based on the City Of Winter Haven ordinances, future land use maps and safety concerns. We have had lawyers speak to the commission. We have signed petitions sent to the City Commission with more than 100 signatures. We have had land use specialists speak at the City Commission Meeting. We have had representatives from the surrounding neighborhoods speak at the City Commission Meeting. In the past the City Commission has supported this development and it is my hope that the Commission will look at this proposed PUD as it has been presented with fresh eyes. And that it will consider the concerns of the people who will be affect by the development.

Thank you.

Terri Johnson
407 Horseshoe Lane
Winter Haven, Florida
Hamilton Pointe
863-258-7440

COMPOSITE EXHIBIT "D"
to Resolution 20-09

From: Brian Yates
To: Christina Taylor
Cc: Vanessa Castillo
Subject: Re: Vote on O-19-27
Date: Wednesday, February 26, 2020 10:22:01 AM

Christina,

Thank you for sending me this information as well as stating your concerns for this project at the commission meeting and in this email.

As to an explanation of why the property is listed for sale, I understood the explanation to be that the applicant was looking for a business partner in regards to the development of this project. However, I do agree that there is additional explanation that would help in clarifying the answer to the question.

If the applicant does decide to move forward with this project I will certainly take all of these and other concerns into account.

To comply with Florida Public Records laws I am also including Vanessa Castillo the City Clerk.

Thank You

Brian Yates
City Commissioner Seat 3
City of Winter Haven
City Hall | 451 3rd Street NW, Winter Haven, FL 33881
C: 863.662.9131 | E: byates@mywinterhaven.com
www.mywinterhaven.com

On Feb 25, 2020, at 10:18 AM, Christina Taylor <Cftaylor1@verizon.net> wrote:

Commissioner Yates,
Thank you for listening to and considering the concerns of the neighboring property owners at the meeting last night and at prior commission meetings on this matter. Obviously this is a rather complicated issue, both legally and factually, and I appreciate that you are considering all aspects of the proposal, both the land use discussed last night, and the zoning that will be discussed in the near future. Also, it is of great importance that you are asking the right questions. I appreciate your commitment to make an informed decision.

On that note, I do not believe you received an answer to your question last night as to why the property is currently being marketed, and has been for over 5 months, as commercial by the applicant. This has been one of the concerns expressed since its

inception back at the County almost 4 years ago. For your convenience, I have attached the County Order denying the applicant's prior requests for a much more intense commercial use, since you said last night you have not read it. As I mentioned, this Order directly addressed the issue of commercialization in a residential land use. Once you assign zoning in the near future, the limitations placed by the County on commercialization (both on the maximum number of guests and the hours of operation) will be gone. I simply do not understand how a full blown event venue open to the public 365 days a year can be compatible with a residential land use and the surrounding neighborhoods, estate homes and pastures. I simply ask that you consider this information in the future and get an answer to that question when you are asked to assign a zoning designation.

Thank you again for your service. Christina Taylor
<PolkCountyDenial2016.pdf>

From: Brian Yates
To: Stephanie Sanchez
Cc: Vanessa Castillo; Mike Herr; Michael Stavres
Subject: Re: Yeager Development & Schulz
Date: Wednesday, February 19, 2020 5:34:14 PM

Ms. Sanchez,

Thank you for sharing your concerns regarding these two projects. I will certainly keep your concerns in mind once these projects are presented to the commission.

I have copied the City Manager, Assistant City Manager and City Clerk to ensure that your email is added to public record.

Brian Yates
City Commissioner Seat 3
City of Winter Haven
City Hall | 451 3rd Street NW, Winter Haven, FL 33881
C: 863.662.9131 | E: byates@mywinterhaven.com
www.mywinterhaven.com

On Feb 19, 2020, at 3:51 PM, Stephanie Sanchez <sjmsinc@aol.com> wrote:

Good afternoon,

I am reaching out to you all in concern of two developments possible going on in our area - we are 20 plus years residents of the area by Country Club Rd N & Buckeye Loop Rd. We are lifelong Winter Haven Residents , as our parents and grandparents also. I do not know if you travel this area but traffic has picked up tremendously with all the new building of housing developments and population coming into this area. I have contacted the county and they did a survey of the intersection at Buckeye & Country Club and they have noted that with all the traffic it is in need of a traffic light or improvement BUT its not in the budget nor to they plan to do anything at this time except for survey again in the new future. It is a difficult road to enter on, there is a blind curve due to plants / trees from Buckeye Estates subdivision perimeter. It's getting so bad, I am ready to call 8 on your side and let them investigate why nothing can be done for the safety aspect. We don't need more people around this area or homes.

First issue is that if Schulz is approved to build anything where is proposed it will completely ruin the beauty and nature of Country Club Rd, This area should not be made for anytime of business , large communities and such. It needs to be left alone. There is numerous people wanting 5 acres tracts for building homes and this area is what is left of that type of property. That area is a very low lying area as well, any development would and could cause flooding to surrounding homes. I ask that you please VOTE NO for anything coming up for that area to be developed as it was already not passed before and

re visiting the plan should not be passed.

Second is that of the Yeager Development area that spans from Ave T to Lucerne Park Rd - I am not sure if they plan to build apartments, condos or whatever there trying to do will also increase too much in population for what this area can handle. Development is not the answer for us.

Please VOTE NO for both of these ideas or just come take a look of how busy things are now instead of having a rural area feeling its too congested.

Please also feel free to call or email with any questions.

Thank you for taking the time to read

Stephanie Sanchez
(863) 287-6513

COMPOSITE EXHIBIT "D"
to Resolution 20-09

From: JP Powell
To: Stephanie Sanchez
Cc: Mike Herr; Michael Stavres; John Murphy (jjm@bosdun.com)
Subject: Re: Yeager Development & Schulz
Date: Wednesday, February 19, 2020 4:35:49 PM

Good afternoon
Thank you very much for your email, comments and concerns.
JP Powell

Sent from my iPhone

> On Feb 19, 2020, at 3:51 PM, Stephanie Sanchez <sjmsinc@aol.com> wrote:
>
> Good afternoon,
>
> I am reaching out to you all in concern of two developments possible going on in our area - we are 20 plus years residents of the area by
> Country Club Rd N & Buckeye Loop Rd. We are lifelong Winter Haven Residents , as our parents and grandparents also. I do not know if you travel this area but traffic has picked up tremendously with all the new building of housing developments and population coming into this area. I have contacted the county and they did a survey of the intersection at Buckeye & Country Club and they have noted that with all the traffic it is in need of a traffic light or improvement BUT its not in the budget nor to they plan to do anything at this time except for survey again in the new future. It is a difficult road to enter on, there is a blind curve due to plants / trees from Buckeye Estates subdivision perimeter. It's getting so bad, I am ready to call 8 on your side and let them investigate why nothing can be done for the safety aspect. We don't need more people around this area or homes.
>
> First issue is that if Schulz is approved to build anything where is proposed it will completely ruin the beauty and nature of Country Club Rd, This area should not be made for anytime of business , large communities and such. It needs to be left alone. There is numerous people wanting 5 acres tracts for building homes and this area is what is left of that type of property. That area is a very low lying area as well, any development would and could cause flooding to surrounding homes. I ask that you please VOTE NO for anything coming up for that area to be developed as it was already not passed before and
> re visiting the plan should not be passed.
>
> Second is that of the Yeager Development area that spans from Ave T to Lucerne Park Rd - I am not sure if they plan to build apartments, condos or whatever there trying to do will also increase too much in population for what this area can handle. Development is not the answer for us.
>
> Please VOTE NO for both of these ideas or just come take a look of how busy things are now instead of having a rural area feeling its too congested.

Please also feel free to call or email with any questions.

Thank you for taking the time to read

Stephanie Sanchez
(863) 287-6513

COMPOSITE EXHIBIT "D"
to Resolution 20-09

From: Nat Birdsong
To: Vanessa Castillo
Subject: FW: Schulz Ordinance 0-19-27 "Revisited"
Date: Monday, March 2, 2020 4:23:21 PM

From: Thomas R Johnson [tom.and.terri@gmail.com]
Sent: Saturday, February 22, 2020 11:09 AM
To: Brad Dantzler; Nat Birdsong; JP Powell; Tracy Mercer; Brian Yates
Subject: Re: Schulz Ordinance 0-19-27 "Revisited"

On Feb 22, 2020, at 11:04 AM, Thomas R Johnson <tom.and.terri@gmail.com<mailto:tom.and.terri@gmail.com>> wrote:

Commissioners,

I have attended a number of the meetings concerning Mr. Schulz"s desire to have the residential low density designation land use applied to the 67.08 acres that are located between Sage Road and Country Club Road. Unless the PUD proposal has been changed he wants to sell the land so that it can be developed into an Aging in Place Community with the ability to have 400 units or 800 people on the property. Some of the units will be in an assisted living facility, some will be multifamily and singe family residents.

I have lived in Winter Haven for 45 years. I know that it is growing and developing. I have no desire for it to revert to an earlier time. Growth has to be conducted in a prudent manner that takes in more considerations than the desire for a road. I would question if the concept of a ALF is compatible with the surrounding single family neighborhoods. I would question if the need for two accesses would be met if the accesses are located on the one lane unpaved existing Sage Road and Country Club Road.

As a group we have presented many valid reasons why we do not feel that this development, as it has been presented, is compatible with the surrounding areas and neighborhoods. Our arguments have been legal, emotional, based on the City Of Winter Haven ordinances, future land use maps and safety concerns. We have had lawyers speak to the commission. We have signed petitions sent to the City Commission with more than 100 signatures. We have had land use specialists speak at the City Commission Meeting. We have had representatives from the surrounding neighborhoods speak at the City Commission Meeting. In the past the City Commission has supported this development and it is my hope that the Commission will look at this proposed PUD as it has been presented with fresh eyes. And that it will consider the concerns of the people who will be affect by the development.

Thank you.

Terri Johnson
407 Horseshoe Lane
Winter Haven, Florida
Hamilton Pointe
863-258-7440

COMPOSITE EXHIBIT "D"
to Resolution 20-09

From: Nat Birdsong
To: Vanessa Castillo
Subject: FW: Schulz Ordinance 0-19-27 "Revisited"
Date: Monday, March 2, 2020 4:23:26 PM

From: Thomas R Johnson [tom.and.terri@gmail.com]
Sent: Saturday, February 22, 2020 11:04 AM
To: Brad Dantzler; Nat Birdsong; JP Powell; tmercer@mywinterhhaven.com; Brian Yates
Cc: Christina Taylor; Thomas Johnson
Subject: Schulz Ordinance 0-19-27 "Revisited"

Commissioners.

I have attended a number of the meetings concerning Mr. Schulz"s desire to have the residential low density designation land use applied to the 67.08 acres that are located between Sage Road and Country Club Road. Unless the PUD proposal has been changed he wants to sell the land so that it can be developed into an Aging in Place Community with the ability to have 400 units or 800 people on the property. Some of the units will be in an assisted living facility, some will be multifamily and singe family residents.

I have lived in Winter Haven for 45 years. I know that it is growing and developing. I have no desire for it to revert to an earlier time. Growth has to be conducted in a prudent manner that takes in more considerations than the desire for a road. I would question if the concept of a ALF is compatible with the surrounding single family neighborhoods. I would question if the need for two accesses would be met if the accesses are located on the one lane unpaved existing Sage Road and Country Club Road.

As a group we have presented many valid reasons why we do not feel that this development, as it has been presented, is compatible with the surrounding areas and neighborhoods. Our arguments have been legal, emotional, based on the City Of Winter Haven ordinances, future land use maps and safety concerns. We have had lawyers speak to the commission. We have signed petitions sent to the City Commission with more than 100 signatures. We have had land use specialists speak at the City Commission Meeting. We have had representatives from the surrounding neighborhoods speak at the City Commission Meeting. In the past the City Commission has supported this development and it is my hope that the Commission will look at this proposed PUD as it has been presented with fresh eyes. And that it will consider the concerns of the people who will be affect by the development.

Thank you.

Terri Johnson
407 Horseshoe Lane
Winter Haven, Florida
Hamilton Pointe
863-258-7440

COMPOSITE EXHIBIT "D"
to Resolution 20-09

From: Brian Yates
To: Vanessa Castillo
Subject: Fwd: Vote on O-19-27
Date: Wednesday, February 26, 2020 10:22:49 AM
Attachments: PolkCountyDenial2016.pdf
ATT00001.htm

Here is the attachment that was sent.

Thanks

Brian Yates
City Commissioner Seat 3
City of Winter Haven
City Hall | 451 3rd Street NW, Winter Haven, FL 33881
C: 863.662.9131 | E: byates@mywinterhaven.com
www.mywinterhaven.com

Begin forwarded message:

From: Christina Taylor <Cftaylor1@verizon.net>
Date: February 25, 2020 at 10:18:33 AM EST
To: Brian Yates <byates@mywinterhaven.com>
Subject: Vote on O-19-27

Commissioner Yates,
Thank you for listening to and considering the concerns of the neighboring property owners at the meeting last night and at prior commission meetings on this matter. Obviously this is a rather complicated issue, both legally and factually, and I appreciate that you are considering all aspects of the proposal, both the land use discussed last night, and the zoning that will be discussed in the near future. Also, it is of great importance that you are asking the right questions. I appreciate your commitment to make an informed decision.

On that note, I do not believe you received an answer to your question last night as to why the property is currently being marketed, and has been for over 5 months, as commercial by the applicant. This has been one of the concerns expressed since its inception back at the County almost 4 years ago. For your convenience, I have attached the County Order denying the applicant's prior requests for a much more intense commercial use, since you said last night you have not read it. As I mentioned, this Order directly addressed the issue of commercialization in a residential land use. Once you assign zoning in the near future, the limitations placed by the County on commercialization (both on the maximum number of guests and the hours of operation) will be gone. I simply do not understand how a full blown event venue open to the public 365 days a year can be compatible with a residential land use and the

surrounding neighborhoods, estate homes and pastures. I simply ask that you consider this information in the future and get an answer to that question when you are asked to assign a zoning designation.

Thank you again for your service. Christina Taylor

COMPOSITE EXHIBIT "D"
to Resolution 20-09

From: Nat Birdsong
To: Vanessa Castillo
Subject: FW: Yeager Development & Schulz
Date: Monday, March 2, 2020 4:24:34 PM

From: Stephanie Sanchez [sjmsinc@aol.com]
Sent: Wednesday, February 19, 2020 3:51 PM
To: Brad Dantzler; Nat Birdsong; Tracy Mercer; Brian Yates; JP Powell
Subject: Yeager Development & Schulz

Good afternoon,

I am reaching out to you all in concern of two developments possible going on in our area - we are 20 plus years residents of the area by
Country Club Rd N & Buckeye Loop Rd. We are lifelong Winter Haven Residents , as our parents and grandparents also. I do not know if you travel this area but traffic has picked up tremendously with all the new building of housing developments and population coming into this area. I have contacted the county and they did a survey of the intersection at Buckeye & Country Club and they have noted that with all the traffic it is in need of a traffic light or improvement BUT its not in the budget nor to they plan to do anything at this time except for survey again in the new future. It is a difficult road to enter on, there is a blind curve due to plants / trees from Buckeye Estates subdivision perimeter. It's getting so bad, I am ready to call 8 on your side and let them investigate why nothing can be done for the safety aspect. We don't need more people around this area or homes.

First issue is that if Schulz is approved to build anything where is proposed it will completely ruin the beauty and nature of Country Club Rd, This area should not be made for anytime of business , large communities and such. It needs to be left alone. There is numerous people wanting 5 acres tracts for building homes and this area is what is left of that type of property. That area is a very low lying area as well, any development would and could cause flooding to surrounding homes. I ask that you please VOTE NO for anything coming up for that area to be developed as it was already not passed before and
re visiting the plan should not be passed.

Second is that of the Yeager Development area that spans from Ave T to Lucerne Park Rd - I am not sure if they plan to build apartments, condos or whatever there trying to do will also increase too much in population for what this area can handle. Development is not the answer for us.

Please VOTE NO for both of these ideas or just come take a look of how busy things are now instead of having a rural area feeling its too congested.

Please also feel free to call or email with any questions.

Thank you for taking the time to read

Stephanie Sanchez
(863) 287-6513

COMPOSITE EXHIBIT "D"
to Resolution 20-09

WINTER HAVEN
The Chain of Lakes City

REGULAR CITY COMMISSION MEETING
February 24, 2020 at 6:30 p.m.

I WISH TO SPEAK ON THE FOLLOWING: *(Please check item below or add agenda item #)*

NAME *(PLEASE PRINT)*	ADDRESS	OTHER AGENDA ITEM(S)	NON-AGENDA ITEM(S)
✓ 1. MARK WHISCER	4022 COUNTY CLUB RDS	SCHULZ P.H.P	
X 2. Ryan Gaffney	2517 Sherwood St.	8. A	
X 3. Susan Lee	305 Sage Rd.	Schulz	
X 4. Gwen Fulks	411 Horseshoe Ln	Schulz	
X 5. Terri Johnson	407 Horseshoe Lane	Schulz	
X 6. Christina Taylor	507 Hamilton Shores Ct	Schultz	
X 7. NANCY DAVIS KIRK	3800 COUNTY CLUB ROAD	SCHULZ	
X 8. Michael Atkins	"	"	
X Thomas Johnson	Horseshoe Lane		

CITY OF WINTER HAVEN, FLORIDA
MASTER CONTINUING PROFESSIONAL CONSULTING SERVICES AGREEMENT

This ***Master Continuing Professional Consulting Services Agreement*** ("*Master Agreement*") is made between the City of Winter Haven, Florida, a Florida municipal corporation ("City") and the following professional consulting services vendor:

Vendor Name and Address:

Carter and Kaye Engineering, LLC
137 Fifth Street NW
Winter Haven, FL 33881
Kris@carterkaye.com

("Vendor").

WHEREAS, the City issued *City of Winter Haven Bid Package* RFQ 20-01 ("RFQ") for the purpose of soliciting qualification statements from consulting firms interested in entering into a contract for professional consulting services with the City for various continuing contract matters and/or specifically named or identified projects described therein; 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 consulting services envisioned by the RFQ; and

WHEREAS, this *Master 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 consulting services needs for the City to be performed by the Vendor are described more fully in the scope of work exhibit attached hereto as Exhibit 'A' ("*Master 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 *Master Agreement*; and

WHEREAS, Vendor has agreed to provide professional consulting 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 specified in §§ 2.11, 2.12 and 2.14 of the *Charter of the City of Winter Haven, Florida*, the City agrees to retain Vendor and Vendor agrees to perform professional consulting 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 *Master Agreement* as if set forth herein in full.

1.2 Agreement Not Exclusive

Vendor acknowledges that this *Master Agreement* does not constitute an exclusive agreement with the City for the performance of professional consulting 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 consulting services work assigned under this *Master 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 *Master 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 *Master 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.

1.4 Vendor's Key Professionals

Vendor shall use the key professionals designated in Exhibit 'B' attached hereto and incorporated herein to manage all work assigned to it by City under this *Master Agreement*. Vendor shall not remove or replace anyone on its key professionals list during the term of this *Master Agreement*, except upon approval by the City in writing based upon good cause shown. Further, if anyone on the Vendor's key professionals list discontinues service for any reason whatsoever, Vendor shall promptly replace such person with an individual approved by the City, in writing, which approval will not be unreasonably withheld.

1.5 Vendor Preparation

Vendor shall:

(a) visit and properly inspect, consistent with the level of professional skill and care required hereunder, any and all physical site(s), structure(s) or man-made feature(s) to be modified that are identified by the City as the subject of the Vendor's professional consulting services to be performed, either in the *Master Agreement Scope of Work* or in any Task Order assigned to Vendor herein;

(b) familiarize itself with any and all surveys, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes identified by the City as having or likely to have an impact on the Vendor's performance of professional consulting services;

(c) familiarize itself with all layout and design requirements prescribed by the City, conceptual design objectives sought to be achieved by the City, and budget limitations applicable to the City's need for professional consulting services;

(d) familiarize itself with pertinent dates and programming needs, including any applicable design schedule(s);

(e) review and analyze all geotechnical, hazardous substances, structural, chemical, electrical, mechanical and construction materials tests, reports, investigations and recommendations; and

(f) gather any other information necessary for a thorough understanding of the City's need for professional consulting services.

If the City's need for professional consulting services involves modifications to any existing structure(s) or other man-made feature(s) on a particular site, the Vendor shall also review all as-built and record drawings, plans and specifications of which the Vendor has been informed by the City and properly inspect, as is consistent with the level of professional skill and care required hereunder, the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components.

1.6 Coordination

Vendor shall perform its professional consulting 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 consulting 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 consulting 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 consulting 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 *Master Agreement*, or specified in a Task Order issued pursuant to this *Master 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 *Master Agreement*, or specified in a Task Order issued pursuant to this *Master 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 *Master 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 Consulting Services

Vendor shall provide the City with professional consulting services:

(a) in the various areas of practice listed in the *Master Agreement Scope of Work* on a CCNA "continuing contract" basis, if designated therein; or

(b) related to specifically identified projects listed in the *Master Agreement Scope of Work*, if such projects are designated therein; or

(c) both of the above, if designated in the *Master Agreement Scope of Work.*

The basic services that may be required by the City, subject to the *Master Agreement Scope of Work* are (i) design services, (ii) bidding services, (iii) construction phase services, (iv) construction observation services, and (v) post construction services, all of which may be authorized by the City from time to time in Task Orders issued pursuant to this *Master Agreement*.

2.2 Consultation Before Issuance of Task Order

Prior to the issuance of a Task Order, if the Vendor's *Master Agreement Scope of Work* may fulfill a City need for specific professional consulting 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 consulting services under this *Master 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 Design Services

When instructed by Task Order to perform professional consulting services in the area of design services, unless specifically and unequivocally instructed differently in the Task Order, the Vendor shall:

(a) ***for Task Orders instructing Vendor to generate Preliminary Design Plans:***

(1) On the basis of data and information obtained from the City and from Vendor's preparation, study and observation, prepare City-requested preliminary assessment information such as the basis of design, sketches, drawings, maps, opinions of probable cost, time of completion and outline specifications to develop and establish the scope of the proposed project or work;

(2) Make such in-person examinations of the site of the proposed project or work as reasonably necessary to become familiar with the conditions affecting the proposed project or work; note site conditions and impediments as may reasonably be discoverable that pertain to or might adversely affect the timely, efficient and economical completion of any phase of the proposed project or work or the proposed project or work as a whole; and promptly report any adverse site conditions to the City;

(3) Prepare preliminary design plans and documents consisting of total cost, final design criteria, preliminary drawings, outline specifications, written descriptions of the proposed project or work, and, if requested, submit the same to the City in a form consistent for use as a "design criteria package" pursuant to the Florida CCNA;

(4) At a minimum, provide the City with fifty percent (50%) and ninety percent (90%) complete plans and documents or set of plans and documents for preliminary reviews during development and coordinate meetings with appropriate City personnel to conduct such preliminary reviews;

(5) If requested, investigate existing conditions of facilities to verify the accuracy of drawings or other information furnished by the City or others to the Vendor as set forth in the Task Order;

(6) Advise the City if additional data or services are necessary for preliminary design work and assist the City in obtaining such data and services;

(7) Furnish the City with five (5) printed copies and one (1) electronic copy of the preliminary design plans and documents; and

(8) Assist the City in obtaining preliminary approval of the proposed project or work from local, state and federal agencies with jurisdiction over the proposed project or work.

(b) ***for Task Orders instructing Vendor to generate <u>Final Design Plans</u>:***

(1) On the basis of the preliminary design plans and documents for the project or work described in the Task Order, coordinate with the City's legal counsel and prepare and furnish the "Contract Documents" for the project or work which include the *Agreement*, the *Contractor's Bid*, *Invitations to Bid*, bid forms and books where appropriate, bonds, the *Notice of Award*, *Specifications*, *Drawings* and *Addenda*;

(2) Advise the City of any necessary additional services of others that may be required, and arrange for, and furnish if authorized, all necessary

additional tests, borings and soils investigations for the project or work described in the Task Order, *provided that* the actual cost of said tests, borings and investigations shall be paid for by the City only upon the City's prior written approval of the same;

(3) Complete the project or work described in the Task Order within the time allowed by maintaining an adequate staff of professionals and other employees to assist the Vendor's key professionals;

(4) Comply with all federal, state and local laws, ordinances, rules and regulations applicable to the project or work described in the Task Order;

(5) Prepare the necessary application forms and supporting documents for the approval of the project or work as described in the Task Order and assist the City in acquiring approval from federal, state and local regulatory agencies;

(6) Furnish the City with a suggested construction time schedule for completion of the project or work described in the Task Order and cooperate fully with the City in order that all phases of the work may be properly scheduled and coordinated;

(7) Request information about and verification of the location of utility facilities in the vicinity of the project or work described in the Task Order and, upon approval of the final design plans, send letters accompanied by applicable sheets of the final design plans to affected utility companies with installations in the area of the project or work, with file copies to the City, notifying said companies of any required relocations;

(8) Report the status of the project or work described in the Task Order to appropriate City personnel upon request and allow appropriate City personnel to inspect all drawings, calculations and work related to the project or work described in the Task Order at any time;

(9) Furnish the City with five (5) sets of check prints and Contract Documents for the project or work described in the Task Order at thirty percent (30%), sixty percent (60%), and ninety percent (90%) completion for review and approval and advise the City in writing with each submittal of the estimated construction cost;

(10) Prepare and submit to the City, before the beginning of any public bidding period, a final draft of the Contract Documents, including all revisions and modifications and, upon approval of the same by the City Manager, or his or her designee, as to substance and the City Attorney, or his or her designee, as to form, assemble and bind the Contract Documents and

deliver five (5) printed sets and one (1) electronic set to the City;

(11) Advise the City of any adjustments in the cost of the project or work described in the Task Order caused by changes in scope, design requirements or construction costs and furnish a final cost estimate for the same based on the approved drawings and specifications.

2.5 Bidding Services

When instructed by Task Order to perform professional consulting services in the area of bidding services, unless specifically and unequivocally instructed differently in the Task Order, the Vendor shall:

(a) Assist the City in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services and, when authorized in the applicable Task Order, attend pre-bid conferences;

(b) Prepare any addenda with accompanying drawings or other material as required by the City and furnish a copy for each set of Contract Documents procured by prospective bidders at no more than the actual cost of reproduction;

(c) Consult with and advise the City as to (1) the selection of a qualified list of general or specialty contractors for the project or work described in the Task Order and (2) the acceptability of the prime contractor(s) for the project or work as well as subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the project or work where determination of such acceptability is required by the bidding documents;

(d) Assist the City in obtaining, receiving, tabulating and evaluating bids or proposals and, when bids or proposals are final, in reviewing the bids or proposals received by submitting a recommendation to the City for action; and

(e) Assist the City in negotiating construction contracts with the successful contractor(s) and in preparing such construction contracts.

2.6 Construction Phase Services

When instructed by Task Order to perform professional consulting services in the area of construction phase services, unless specifically and unequivocally instructed differently in the Task Order, 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 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 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 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 consulting services performed using the Vendor's hourly rate schedule attached to this *Master Agreement* as Exhibit C. 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 *Master 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 (2015) for any Class A travel or Class B travel required by the terms of this *Master 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 *Master 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 *Master 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 *Master Agreement*, in any Task Order issued pursuant to this *Master 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 *Master Agreement*, Vendor's hourly rate schedule, attached to this *Master 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 *Master 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 *Master 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 *Master 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 *Master Agreement* or Task Order, unless otherwise previously and properly filed pursuant to the provisions of this *Master Agreement* in a court of competent jurisdiction. This subsection does not affect any other portion of this *Master 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 *Master 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 *Master 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 *Master Agreement*, or any Task Order issued hereunder, shall not constitute a material breach of this *Master 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 *Master Agreement* for cause, or institute litigation.

ARTICLE V
TERM OF AGREEMENT, SUSPENSION OF WORK AND TERMINATION

5.1 Term of Agreement

This *Master Agreement* shall be effective on the day it is executed by both parties ("Effective Date"). The initial term of this *Master Agreement* shall begin on its Effective Date for a term of five years thereafter (initial term). Upon expiration of the initial term, this *Master Agreement* may be renewed for up to five (5) successive one-year terms, by mutual agreement of both parties.

5.2 Suspension of Work

Work being performed under this *Master 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 *Master 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 *Master 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 *Master 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 *Master 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 *Master 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 *Master Agreement* materially breaches this *Master 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 *Master 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 *Master 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 *Master 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 *Master 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 *Master 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 *Master 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 (2019) 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 *Master 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 *Master 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 *Master 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 (2018).

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 *Master 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 *Master 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 (2018). 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 *Master 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 *Master 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 *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 *Master 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 *Master 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 *Master 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 *Master 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 *Master 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 *Master 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 *Master 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 *Master 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 *Master Agreement*, and the City, at its sole discretion, may cancel the *Master 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 *Master 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 *Master 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 *Master 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 (2018), 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 *Master 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.

(e) 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.

If the Contractor fails to comply with the public records provisions herein, the City may terminate this Agreement.

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, RECORDS@MYWINTERHAVEN.COM, 451

THIRD STREET, N.W., WINTER HAVEN, FL 33881.

ARTICLE X
GENERAL PROVISIONS

10.1 No Assignment

This *Master Agreement* is binding on the heirs, successors, and assigns of the parties hereto. This *Master 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 *Master Agreement* without prior written consent of the City.

10.2 No Benefit for Third Parties

The services to be performed by Vendor under this *Master 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 *Master 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 *Master 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 *Master 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 *Master 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 *Master Agreement*. Further, Vendor also acknowledges that it has not agreed, as an expressed or implied condition for

obtaining this *Master Agreement*, to employ or retain the services of any person, company, individual or firm in connection with carrying out this *Master 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 *Master 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.

10.4 Severability and Substitution

If any part of this *Master 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 *Master Agreement* or Task Order cannot be remedied by substitution, it shall be excised and the remainder of the *Master Agreement* or Task Order shall be in full force and effect as if adopted in its absence. To this extent, the parties declare this *Master 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 *Master 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 *Master 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.

(c) Each of the parties hereto hereby irrevocably agrees to waive any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in Paragraph 10.5(a) or to service of any writ, summons or other legal process in accordance with applicable law.

10.6 Attorneys' Fees

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable

attorneys' fees and all other costs of such proceedings, both trial and appellate.

10.7 Subordination of Task Orders

The provisions of this *Master Agreement* are superior to any provision set forth in a subsequent Task Order entered into pursuant to the terms of this *Master Agreement*. In the event of any discrepancy between the language of this *Master Agreement* and any subsequent Task Order, the provisions of such Task Order are subject to and subordinate to the provisions of this *Master Agreement* and the language of this *Master Agreement* shall prevail.

10.8 Governing Law; Merger; Amendments

(a) The validity, interpretation, construction and effect of this *Master Agreement* shall be in accordance with and governed by the laws of the State of Florida only.

(b) This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

(c) No alteration, change, or modification of the terms of this *Master Agreement* shall be valid unless made in writing and signed by both parties hereto.

10.9 Headings

The headings or titles of the paragraphs of this *Master Agreement* are for purposes of convenience only and shall not be utilized for purposes of interpretation of any of the provisions of this *Master Agreement*.

10.10 Remedies

All remedies provided in this *Master 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 *Master Agreement*, if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this *Master 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 *Master 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 *Master 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 consulting 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 *Master Agreement* or any part thereof, or by any judgment or award in any suit or proceeding declaring this *Master 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:

Mike Herr
City Manager
City of Winter Haven, Florida
451 Third Street, N.W.
Winter Haven, Florida 33881
Email: mherr@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 *Master Agreement* on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this *Agreement*, and that such persons have been duly authorized to execute this *Master Agreement* on their behalf.

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

Carter and Kaye Engineering, LLC:

Executed this ____ day of _____, 2020

By: _____
Name:
Title:

City of Winter Haven, Florida:

Executed this ____ day of _____, 2020

By: _____
Name: Mike Herr
Title: City Manager

EXHIBIT 'A'
MASTER AGREEMENT SCOPE OF WORK

Example:

This is a continuing contract pursuant to F.S. § 287.055 for consulting services in the following disciplines:

Hydrogeological Engineering

Civil Engineering

Structural Engineering; &c.

Or:

This is a contract for work of a specified nature as follows:

Design services, bidding services, construction phase services, construction observation services, and post construction services related to the installation of a new water softener at the City of Winter Haven water treatment facility.

EXHIBIT 'B'
KEY PROFESSIONALS

1. Dr. Jim Chastain, PE, BCEE, MPH
   Principal/Senior Consultant

EXHIBIT 'C'
VENDOR'S HOURLY RATE SCHEDULE

(See attached document)

CARTER|KAYE
ENGINEERING

137 5th Street NW
Winter Haven FL 33881
T: (863) 294-6965
www.carterkaye.com

ATTACHMENT "B"

CARTER AND KAYE ENGINEERING, LLC

CURRENT HOURLY RATE SCHEDULE

1.	Principal Engineer -Expert Witness	$235.00
2.	Principal Engineer – Attend Public Hearings	$190.00
3.	Principal Engineer	$180.00
4.	Registered Engineer – Expert Witness	$180.00
5.	Registered Engineer	$150.00
6.	Project Manager/Engineer V	$110.00
7.	Project Manager/Engineer IV	$105.00
8.	Project Manager/Engineer III	$ 85.00
9.	Project Manager/Engineer II	$ 80.00
10.	Project Manager/Engineer I	$ 70.00
11.	Project Coordinator	$ 70.00
12.	Clerical	$ 60.00
13.	Engineering Designer III	$105.00
14.	Engineering Designer II	$100.00
15.	Engineering Designer I	$ 80.00

DIRECT EXPENSES

1.	BLUEPRINT	1 - 25	$ 2.00
		26 - 99	$ 1.75
		100 & Over	$ 1.50
2.	COPY MACHINE		$ 0.20 Per Copy
3.	FACSIMILE		$ 1.00 Per Minute
4.	FEDERAL EXPRESS/POSTAGE		Based on Weight
5.	MILEAGE		$ 0.57 Per Mile
6.	MYLAR		$ 7.00

All direct expenses such as application fees, printing and copy costs, long distance phone calls, or travel expenses shall be paid for by the owner. Any specialty service fees such as boundary or topographical surveys, soil exploration, environmental, or traffic studies may be directly contracted by the CLIENT. If these type services are sub-contracted through CarterKaye, a 10% surcharge will be applied.

One and one half (1 1/2%) percent interest per month will be applied to unpaid balances. Cost accrued as a result of collecting delinquent balances such as attorney fees will be paid by the clients.

In cases where overtime work is required by the client and performed by hourly paid employees, it shall be billed at a rate of one and one-half (1 1/2) times the standard hourly rates.

Hourly rates are in effect through December 31st. Rates will be revised annually, effective January 1st.

REVISED: 01/01/2020

Initial Here:_____

EXHIBIT "A"
MASTER AGREEMENT SCOPE OF WORK

This is a continuing contract pursuant to F.S. Section 287.055 for consulting services in the following disciplines:

Areas of Expertise includes but is not limited to:

2.2.1 Utility Systems

Potable Water, Sanitary Sewer, Reclaimed Water, GeoDesign

2.2.2 Transportation Systems

Roads and Drainage, Traffic Studies

2.2.5 General Consulting

Floodplain, Hydrologic, and Stormwater Analysis

Land Use Planning, Project Outreach, and Graphics

Project Management

Expert Witness