

CITY OF LAKE WALES CITY COMMISSION WORKSHOP MEETING

**Official Agenda
January 28, 2025
2:00 p.m.**

**City Administration Building
Commission Chambers
201 W. Central Avenue
Lake Wales, FL 33853**

1. CALL TO ORDER & ROLL CALL
2. City Manager Comments
3. PRESENTATION: Lake Wales History Museum
4. 1st Street Project (Park Avenue To Orange Avenue Streetscape) – Guaranteed Maximum Price (GMP) With Gomez Construction

The City Commission will consider approving the GMP with Gomez Construction for 1st St. Streetscape between Park Avenue and Orange Avenue.

Documents:

[GMP AGENDA MEMO WITH GOMEZ.PDF](#)
[LAKE WALES FIRST STREET GMP NARRATIVE.PDF](#)
[LAKE WALES FIRST STREET PARK TO ORANGE GMP REVISED 1.22.26.PDF](#)
[25-13_A133-2019 - EXHIBIT A GMP_2026-0203 3.PDF](#)

5. Design Services – Kiwanis Park

The City Commission will consider an agreement with Catalyst Design Group for Design Services for the Kiwanis Park Loop Trail and additional amenities.

Documents:

[DESIGN SERVICES MEMO.PDF](#)

[LAKE WALES - KIWANIS PARK TRAIL AND PARK 1-21-26.PDF](#)

6. Award Of Construction Contract – Lake Wales Memorial Gardens Cemetery Phase 2 Bid No. 26-03

Staff is recommending approval to award Bid No. 26-03 for the construction of Lake Wales Memorial Gardens Cemetery Phase 2 to Tiger Contracting, LLC in the amount of \$609,428.73.

Documents:

[AGENDA MEMO-LWMG PHASE 2 RECOMMENDATION OF AWARD CONTRACTOR.REV1.PDF](#)
[MASTER AGREEMENT_LWMG PHASE 2 TIGER CONTRACTING, LLC.REV1.PDF](#)
[RECOMMENDATION TO AWARD.PDF](#)
[20.855734.08 - BID TAB ITB 26-03 - WITH OPC.PDF](#)
[20.855734.08 - BID TAB ITB 26-03.PDF](#)

7. ORDINANCE 2026-02, Amending Chapter 10, Fire Prevention, Lake Wales Code Of Ordinances – 1st Reading

The amendment will update Section 1 of Chapter 10 to achieve compliance with State Statute.

Documents:

[AGENDA MEMO ORDINANCE 2026-02.PDF](#)
[ORDINANCE 2026-02 FIRE SAFETY STANDARDS.PDF](#)

8. Event Permit Application: Bark On Park March 20 & September 4, 2026

This is a request from the City of Lake Wales Recreation, to host two events downtown called Bark on Park on Fridays March 20 and September 4, 2026. This event will involve closure of Park Avenue from 6:00 p.m. – 8:00 p.m.

Documents:

[MEMO BARK ON PARK EVENT 2026.PDF](#)
[BARK ON PARK SPECIAL EVENT APPLICATION.PDF](#)
[BARK ON PARK SITE PLAN.PDF](#)

9. 2026 Municipal Election & Canvassing Board Information

Documents:

[MEMO - 2026 MUNICIPAL ELECTION ACTIVITIES.PDF](#)

10. City Manager Performance Evaluation

Commissioners will discuss the performance evaluation of the City Manager.

Documents:

11. CITY COMMISSION AND MAYOR COMMENTS

12. ADJOURN

(The full staff memo will be incorporated into the official record)

Minutes of the City Commissioner Workshop meetings can be obtained from the office of the City Clerk. The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

Persons who wish to appeal any decision made by the City Commission with respect to any matter considered during this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the office of the City Clerk no later than 5:00 p.m. on the day prior to the meeting.

MEMORANDUM

DATE: January 26, 2026

TO: Honorable Mayor and City Commission Members

VIA: James Slaton, City Manager

FROM: Deena Drumgo, Assistant City Manager

SUBJECT: 1st Street Project (Park Avenue to Orange Avenue Streetscape) – Guaranteed Maximum Price (GMP) with Gomez Construction

SYNOPSIS: The City Commission will consider approving the GMP with Gomez Construction for 1st St. Streetscape between Park Avenue and Orange Avenue.

RECOMMENDATION

It is recommended that the City Commission take the following actions:

1. Approve the Guaranteed Maximum Price (GMP) with Gomez Construction for 1st Street Project (Park Avenue to Orange Avenue).
2. Approve budget amendment in the amount of \$433,798.73.
3. Authorize the City Manager to execute the necessary documents on behalf of the City.

BACKGROUND

At the October 7, 2025 City Commission Meeting, an On-Call Construction Manager Services Contract was approved with Gomez Construction. Based on their relevant experience and financial proposal, Gomez Construction was recommended for horizontal projects (i.e. streetscapes). The goal of the 1st Street Project is to update and enhance Lake Wales' historic Downtown through revitalization efforts.

As part of the CMAR project, subcontractor bid packages were publicly advertised for 30 days on multiple platforms to multiple subs in the area. One proposal was received each for the Concrete, Electrical, MOT, Pavers, Site and the Striping & Signage packages and two proposals were received for each of the Quality Control and Survey packages. All bidders provided all required forms for these scopes. No bids were received for Hardscape items; however, Gomez received material quotes from the manufacturers.

The mobilization costs for Gomez are \$189,660, which includes the previously agreed upon cost for pre-construction services of \$18,700, the general conditions of \$154,275 and the bonds/insurance of \$16,685. Total mobilization (line item #1) also includes all sub mobilizations.

The Guaranteed Maximum Price (GMP) for this project is \$1,183,798.73. The City was awarded a U.S. Housing and Urban Development (HUD) Grant in the amount of \$750,000 through Congressman Soto's Office. The difference of \$433,798.73 will be covered by Multi-Modal Impact Fees.

FISCAL IMPACT

The fiscal impact is \$433,798.73, which will be paid out of Multi-Modal Impact Fees.

ATTACHMENTS

GMP Narrative
GMP Spreadsheet
GMP Contract Amendment

Lake Wales First Street – Park to Orange GMP Narrative

- Please see the accompanying spreadsheet with a Guaranteed Maximum Price for this project of \$1,183,798.73.
- Sub bid packages were advertised for 30 days on multiple platforms, including PlanHub, Building Connected and broadcast to multiple subs in the area.
- One proposal was received each for the Concrete, Electrical, MOT, Pavers, Site and the Striping & Signage packages. All bidders provided all required forms for these scopes.
- Two Proposals were received for each of the QC and Survey Packages.
 - QC bids were received from Universal Engineering and Deatrik Engineering.
 - Universal engineering had a lower price as well as provided all the forms needed.
 - Deatrik Engineering had a higher price for similar scope, but did not include any bid forms
 - Gomez Construction (GCC) selected Universal Engineering for the QC scope.
 - Survey Bids were received from SSMC and Pantalone industries.
 - SSMC had a lower overall proposal but did not include all the scopes that Pantalone included. They also did not include any bid forms.
 - Pantalone covered a wider scope for all surveys needed as well as including all required forms.
 - GCC selected Pantalone for the Survey scope based on the wider scope covered for the cost value, as well as required bid forms.
- No bids were received for Hardscape items, however, GCC received material quotes from the manufacturers.
 - Line item 35 “Bench” includes a \$500 cost from GCC to install the bench, shown in the “Other (Gomez)” column.
 - Line item 37 “Litter receptacle” includes a \$500 cost from GCC to install the 2 litter receptacles, shown in the “Other (Gomez)” column.
 - Line item 40 “Planter Pot” includes a \$2000 cost from GCC to install the 4 Planter pots, shown in the “Other (Gomez)” column.
 - Line item 43 “Bus Stop” includes a \$2,500 cost from GCC to install the bus stop and backless bench assembly, shown in the “Other (Gomez)” column.
- GCC mobilization of \$189,660 includes the previously agreed upon cost for pre-con services of \$18,700, the general conditions of \$154,275 and the bonds/insurance of \$16,685. Total mobilization also includes all sub mobilizations which are shown, and survey.

Gomez Construction
Schedule of Values
Lake Wales First St, Park to Orange

Landmark
CJ
M&M
Pantalone
Universal
engineering
JA Pavers
Montoya
Flash-Rite

Mobilization	
GCC	\$ 189,660.00
CJ	\$ 39,000.00
M&M	\$ 2,500.00
Survey	\$ 32,480.00
Landmark	\$ 6,000.00
Montoya	\$ 18,350.00
	\$ 287,990.00

7.50% 0.00%

ITEM NO.	DESCRIPTION	Quantity	Units	Unit Prices (Subs/Supply)	Extended Totals	Other (Gomez)	Other	Subtotal	Gomez OH&P	Gomez Bond/Ins	Estimate Total	Bid Unit Prices	BASE BID TOTAL
A. GENERAL										Included			
1	Mobilization (includes Survey, Bonds, Insurance, Etc)	1	LS	\$ 98,330.00	\$ 98,330.00	\$ 189,660.00	\$ -	\$ 287,990.00	\$ 7,374.75	\$ -	\$ 295,364.75	\$ 295,364.75	\$ 295,364.75
2	Maintenance of Traffic	1	LS	\$ 9,703.83	\$ 9,703.83	\$ 5,000.00	\$ -	\$ 14,703.83	\$ 1,102.79	\$ -	\$ 15,806.62	\$ 15,806.62	\$ 15,806.62
3	Contractor's Quality control (Construction Materials Testing)	1	LS	\$ 4,825.00	\$ 4,825.00		\$ -	\$ 4,825.00	\$ 361.88	\$ -	\$ 5,186.88	\$ 5,186.88	\$ 5,186.88
	Trail / Street construction				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
4	Sediment Barrier Staked Silt Fence type III	100	LF	\$ 9.50	\$ 950.00	\$ -	\$ -	\$ 950.00	\$ 71.25	\$ -	\$ 1,021.25	\$ 10.21	\$ 1,021.00
5	Clearing and Grubbing (include removal of existing asphalt)	740	SY	\$ 39.32	\$ 29,096.80	\$ -	\$ -	\$ 29,096.80	\$ 2,182.26	\$ -	\$ 31,279.06	\$ 42.27	\$ 31,279.80
6	Removal of Existing concrete pavement (sidewalk, curbs, drives demo and Removal)	950	SY	\$ 51.21	\$ 48,649.50		\$ -	\$ 48,649.50	\$ 3,648.71	\$ -	\$ 52,298.21	\$ 55.05	\$ 52,297.50
7	Optional Base. Base Group 1 (4" Limerock) (Asph. Cycle track/ Walk Base)	945	SY	\$ 29.87	\$ 28,227.15		\$ -	\$ 28,227.15	\$ 2,117.04	\$ -	\$ 30,344.19	\$ 32.11	\$ 30,343.95
8	Optional Base, Base group 4 (6" Limerock) (Driveway)includes base for pavers and pervious pavers	135	SY	\$ 303.68	\$ 40,996.80	\$ -	\$ -	\$ 40,996.80	\$ 3,074.76	\$ -	\$ 44,071.56	\$ 326.46	\$ 44,072.10
9	Milling existing apshalt pav't, 1.5" avg. depth	1,096	SY	\$ 9.98	\$ 10,938.08	\$ -	\$ -	\$ 10,938.08	\$ 820.36	\$ -	\$ 11,758.44	\$ 10.73	\$ 11,760.08
10	Asphalt Traffic C SP 9.5, 1.5" (Steet and Cycle Track)	98	TN	\$ 368.26	\$ 36,089.48	\$ -	\$ -	\$ 36,089.48	\$ 2,706.71	\$ -	\$ 38,796.19	\$ 395.88	\$ 38,796.24
11	Adjust storm/manhole rims	1	EA	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	\$ 337.50	\$ -	\$ 4,837.50	\$ 4,837.50	\$ 4,837.50
12	Curb inlet type 9 w/ base	2	EA	\$ 18,500.00	\$ 37,000.00	\$ -	\$ -	\$ 37,000.00	\$ 2,775.00	\$ -	\$ 39,775.00	\$ 19,887.50	\$ 39,775.00
13	18" HDPE Pipe Culvert round w/ stone (completed)	30	LF	\$ 380.00	\$ 11,400.00	\$ -	\$ -	\$ 11,400.00	\$ 855.00	\$ -	\$ 12,255.00	\$ 408.50	\$ 12,255.00
14	Modified concrete Curb Type F	200	LF	\$ 30.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ 450.00	\$ -	\$ 6,450.00	\$ 32.25	\$ 6,450.00
15	Concrete Curb Type D	620	LF	\$ 27.00	\$ 16,740.00	\$ -	\$ -	\$ 16,740.00	\$ 1,255.50	\$ -	\$ 17,995.50	\$ 29.03	\$ 17,998.60
16	Modified Drop Curb	180	LF	\$ 30.00	\$ 5,400.00	\$ -	\$ -	\$ 5,400.00	\$ 405.00	\$ -	\$ 5,805.00	\$ 32.25	\$ 5,805.00
17	Concrete Sidewalk (4")	565	SY	\$ 71.37	\$ 40,324.05	\$ -	\$ -	\$ 40,324.05	\$ 3,024.30	\$ -	\$ 43,348.35	\$ 76.72	\$ 43,346.80
18	Concrete sidewalk & Driveways (6")	145	SY	\$ 85.50	\$ 12,397.50	\$ -	\$ -	\$ 12,397.50	\$ 929.81	\$ -	\$ 13,327.31	\$ 91.91	\$ 13,326.95
19	Detectable warning Pavers	170	SF	\$ 34.65	\$ 5,890.50	\$ -	\$ -	\$ 5,890.50	\$ 441.79	\$ -	\$ 6,332.29	\$ 37.25	\$ 6,332.50
20	Sign, Single post (Furnish and Install) ground mount up to 12 SF	10	EA	\$ 3,375.00	\$ 33,750.00	\$ -	\$ -	\$ 33,750.00	\$ 2,531.25	\$ -	\$ 36,281.25	\$ 3,628.13	\$ 36,281.30
21	Thermo Buffered Bike Lane, White, 6", (2'-4')	90	LF	\$ 2.23	\$ 200.70		\$ -	\$ 200.70	\$ 15.05	\$ -	\$ 215.75	\$ 2.40	\$ 216.00
22	Thermo bike crosswalk w/ Chevron's and 6" Green solid striping	1	EA	\$ 808.50	\$ 808.50	\$ -	\$ -	\$ 808.50	\$ 60.64	\$ -	\$ 869.14	\$ 869.14	\$ 869.14
23	Thermo (STD) (White) Shared lane (Markings)	2	EA	\$ 150.00	\$ 300.00		\$ -	\$ 300.00	\$ 22.50	\$ -	\$ 322.50	\$ 161.25	\$ 322.50
24	Thermo (STD) (White) Solid (6")	200	LF	\$ 2.01	\$ 402.00	\$ -	\$ -	\$ 402.00	\$ 30.15	\$ -	\$ 432.15	\$ 2.16	\$ 432.00
25	Thermo (STD) (White) Solid (18") for Diagonals	70	LF	\$ 6.25	\$ 437.50	\$ -	\$ -	\$ 437.50	\$ 32.81	\$ -	\$ 470.31	\$ 6.72	\$ 470.40
26	Thermo (STD) (White) Solid (24") @ Driveway Crossing Cycle Trail	70	LF	\$ 8.04	\$ 562.80	\$ -	\$ -	\$ 562.80	\$ 42.21	\$ -	\$ 605.01	\$ 8.64	\$ 604.80
27	Thermo (STD) (Double yellow centerline) Solid (6")	170	LF	\$ 4.02	\$ 683.40	\$ -	\$ -	\$ 683.40	\$ 51.26	\$ -	\$ 734.66	\$ 4.32	\$ 734.40
28	Thermo (STD) (White)(12" Crosswalks)(Special emphasis crosswalk)	170	LF	\$ 4.27	\$ 725.90	\$ -	\$ -	\$ 725.90	\$ 54.44	\$ -	\$ 780.34	\$ 4.59	\$ 780.30
29	Thermo (STD) (white) (24")- Stop Bars	35	LF	\$ 8.04	\$ 281.40	\$ -	\$ -	\$ 281.40	\$ 21.11	\$ -	\$ 302.51	\$ 8.64	\$ 302.40
30	Thermo (STD)(White)(24" Crosswalks) (Special emphasis crosswalk)	140	LF	\$ 8.04	\$ 1,125.60	\$ -	\$ -	\$ 1,125.60	\$ 84.42	\$ -	\$ 1,210.02	\$ 8.64	\$ 1,209.60
31	Removal of existing Light, poles and wiring	2	EA	\$ 875.00	\$ 1,750.00	\$ -	\$ -	\$ 1,750.00	\$ 131.25	\$ -	\$ 1,881.25	\$ 940.63	\$ 1,881.26
32	Set water meter lid flush w/ pavement	2	EA	\$ 1,200.00	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00	\$ 180.00	\$ -	\$ 2,580.00	\$ 1,290.00	\$ 2,580.00
33	12" Concrete gutter	70	LF	\$ 27.00	\$ 1,890.00	\$ -	\$ -	\$ 1,890.00	\$ 141.75	\$ -	\$ 2,031.75	\$ 29.03	\$ 2,032.10
34	6" Concrete Ribbon curb	440	LF	\$ 26.00	\$ 11,440.00	\$ -	\$ -	\$ 11,440.00	\$ 858.00	\$ -	\$ 12,298.00	\$ 27.95	\$ 12,298.00
35	Bench	1	EA	\$ 2,649.32	\$ 2,649.32	\$ 500.00	\$ -	\$ 3,149.32	\$ 236.20	\$ -	\$ 3,385.52	\$ 3,385.52	\$ 3,385.52
36	Grading and Earthwork	1	LS	\$ 14,628.00	\$ 14,628.00	\$ -	\$ -	\$ 14,628.00	\$ 1,097.10	\$ -	\$ 15,725.10	\$ 15,725.10	\$ 15,725.10

37	Litter Receptacle	2	EA	\$ 2,177.00	\$ 4,354.00	\$ 500.00	\$ -	\$ 4,854.00	\$ 364.05	\$ -	\$ 5,218.05	\$ 2,609.03	\$ 5,218.06
38	Pavers (Landing)	143	SY	\$ 86.60	\$ 12,383.80	\$ -	\$ -	\$ 12,383.80	\$ 928.79	\$ -	\$ 13,312.59	\$ 93.10	\$ 13,313.30
39	Pervious Pavers	80	SY	\$ 149.25	\$ 11,940.00	\$ -	\$ -	\$ 11,940.00	\$ 895.50	\$ -	\$ 12,835.50	\$ 160.44	\$ 12,835.20
40	Planter pot	4	EA	\$ 848.60	\$ 3,394.38	\$ 2,000.00	\$ -	\$ 5,394.38	\$ 404.58	\$ -	\$ 5,798.96	\$ 1,449.74	\$ 5,798.96
41	Adjust misc. Vault lid	2	EA	\$ 4,000.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ 600.00	\$ -	\$ 8,600.00	\$ 4,300.00	\$ 8,600.00
42	Adjust water valve lid	3	EA	\$ 850.00	\$ 2,550.00	\$ -	\$ -	\$ 2,550.00	\$ 191.25	\$ -	\$ 2,741.25	\$ 913.75	\$ 2,741.25
43	Bus stop	1	EA	\$ 10,191.75	\$ 10,191.75	\$ 2,500.00	\$ -	\$ 12,691.75	\$ 951.88	\$ -	\$ 13,643.63	\$ 13,643.63	\$ 13,643.63
44	Fiber optic pull box	4	EA	\$ 3,465.00	\$ 13,860.00	\$ -	\$ -	\$ 13,860.00	\$ 1,039.50	\$ -	\$ 14,899.50	\$ 3,724.88	\$ 14,899.52
45	4" PVC fiber conduit	350	LF	\$ 42.25	\$ 14,787.50	\$ -	\$ -	\$ 14,787.50	\$ 1,109.06	\$ -	\$ 15,896.56	\$ 45.42	\$ 15,897.00
46	Relocate Backflow preventor	1	EA	\$ 2,250.00	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	\$ 168.75	\$ -	\$ 2,418.75	\$ 2,418.75	\$ 2,418.75
47	Solar Powered rectangular Rapid Flashing beacons assembly	2	AS	\$ 15,750.00	\$ 31,500.00	\$ -	\$ -	\$ 31,500.00	\$ 2,362.50	\$ -	\$ 33,862.50	\$ 16,931.25	\$ 33,862.50
48	Backflow preventor x/ Piping complete (Post Office)	1	LS	\$ 20,350.00	\$ 20,350.00	\$ -	\$ -	\$ 20,350.00	\$ 1,526.25	\$ -	\$ 21,876.25	\$ 21,876.25	\$ 21,876.25
	Lighting				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
49	Conduit - F&I, Underground (Open Trench)	514	LF	\$ 33.00	\$ 16,962.00	\$ -	\$ -	\$ 16,962.00	\$ 1,272.15	\$ -	\$ 18,234.15	\$ 35.48	\$ 18,236.72
50	Conduit - F&I, Underground (Directional Bore)	243	LF	\$ 54.00	\$ 13,122.00	\$ -	\$ -	\$ 13,122.00	\$ 984.15	\$ -	\$ 14,106.15	\$ 58.05	\$ 14,106.15
51	Pull and Splice Box, F&I (13x24)	13	EA	\$ 1,785.00	\$ 23,205.00	\$ -	\$ -	\$ 23,205.00	\$ 1,740.38	\$ -	\$ 24,945.38	\$ 1,918.88	\$ 24,945.44
52	Lighting - conductors, F&I, Insulated, No. 10 or <	4518	LF	\$ 3.65	\$ 16,490.70	\$ -	\$ -	\$ 16,490.70	\$ 1,236.80	\$ -	\$ 17,727.50	\$ 3.92	\$ 17,710.56
	Luminaire & Bracket Arm-Aluminum, Furnish & Install New Luminaire and arm on												
53	new/existing pole	6	EA	\$ 18,386.00	\$ 110,316.00	\$ -	\$ -	\$ 110,316.00	\$ 8,273.70	\$ -	\$ 118,589.70	\$ 19,764.95	\$ 118,589.70
54	Load Center Rework - Secondary voltage	1	EA	\$ 11,250.00	\$ 11,250.00	\$ -	\$ -	\$ 11,250.00	\$ 843.75	\$ -	\$ 12,093.75	\$ 12,093.75	\$ 12,093.75
55	Pole cable Distribution system, Conventional	6	EA	\$ 1,265.00	\$ 7,590.00	\$ -	\$ -	\$ 7,590.00	\$ 569.25	\$ -	\$ 8,159.25	\$ 1,359.88	\$ 8,159.28
	Landscaping				\$ -								
56	6" Irrigation Sleeve - SCH 40 - open Trench	232	LF	\$ 71.12	\$ 16,499.84	\$ -	\$ -	\$ 16,499.84	\$ 1,237.49	\$ -	\$ 17,737.33	\$ 76.45	\$ 17,736.40
57	8" Irrigation Sleeve - SCH 40 - open Trench	160	LF	\$ 95.63	\$ 15,300.80	\$ -	\$ -	\$ 15,300.80	\$ 1,147.56	\$ -	\$ 16,448.36	\$ 102.80	\$ 16,448.00
58	6" Irrigation Sleeve - SCH 40 - open Trench or directioinal bore	230	LF	\$ 57.61	\$ 13,250.30	\$ -	\$ -	\$ 13,250.30	\$ 993.77	\$ -	\$ 14,244.07	\$ 61.93	\$ 14,243.90
59	8" Irrigation Sleeve - SCH 40 - open Trench or directional bore	169	LF	\$ 78.40	\$ 13,249.60	\$ -	\$ -	\$ 13,249.60	\$ 993.72	\$ -	\$ 14,243.32	\$ 84.28	\$ 14,243.32
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
					\$ 914,291.48			\$ 1,114,451.48	\$ 69,359.36	\$ -			\$ 1,183,798.73



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 3 day of February in the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 7 day of October in the year 2025 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Park to Orange Streetscape on 1st Street
1st Street
Lake Wales, FL 33859

THE OWNER:

(Name, legal status, and address)

City of Lake Wales
201 W. Central Ave
Lake Wales, FL 33859

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Gomez Construction Company
750 Jackson Ave., Suite 100
Winter Park, FL 32789

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million One Hundred Eighty-Three Thousand Seven Hundred Ninety-Eight Dollars and

Init.

Seventy-Three Cents (\$ 1,183,798.73), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

As submitted in 'Attachment K – Gomez Construction Schedule of Values'

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
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§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

February 9, 2026

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

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User Notes:

(810566979)

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: May 23, 2027

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Init.

Item

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Landmark Paving, LLC, 493 N White Cedar Rd., Sanford, FL 32771 | Striping and Signage
CJ Site Services, 707 Mendham Blvd., Suite 108, Orlando, FL 32825 | Sitework
M&M Curb, Inc., 400 Summit Ridge Pl #210 Longwood, FL 32779 | Concrete
UES Professional Solutions, LLC 3532 Maggie Blvd., Orlando, FL 32811 | Quality Control
JA Pavers, 14365 E. Colonial Dr, Suite A-3 Orlando, FL 32826 | Pavers
Montoya Electric Service, Inc., PO Box 948 Auburndale, FL 33823 | Electrical
Flash-Rite, Inc., 115 Atlantic Dr Maitland, FL 32751 | MOT
Pantalone Industries, LLC, 3920 Greenview Pines Court, Orlando, FL 32817 | Survey

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

James Slaton, City Manager
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Robert E Lacey, Branch Manager
(Printed name and title)

Init.

/

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:28:23 ET on 01/27/2026 under Order No. 3104239272 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

MEMORANDUM

DATE: January 27, 2026

TO: Honorable Mayor and City Commission

VIA: James Slaton, City Manager

FROM: Stephanie Lutton, Parks & Recreation Director

REGARDING: Design Services – Kiwanis Park

SYNOPSIS: *The City Commission will consider an agreement with Catalyst Design Group for Design Services for the Kiwanis Park Loop Trail and additional amenities.*

RECOMMENDATION

It is recommended that the City Commission take the following action(s):

1. Approve the Agreement for Design Services with Catalyst Design Group.
2. Authorize the City Manager to execute the contract on behalf of the City.

BACKGROUND

The City applied for and received a grant through the Recreational Trail Program (RTP) for a 12' by 2,400 LF hard service loop trail in Kiwanis Park. This trail will connect the Rails to Trail trail and the Lake Wales Park trail through Kiwanis Park. Catalyst Design Group will be included in the Schematic Site Plan Phase, Public Involvement Phase, Construction Document Phase, and Permitting and Bidding Phase of this project. The agreement with Catalyst Design Group is for providing project design to include the following:

- Schematic Design/Routing of the 12' Trail
- Playground
- One (1) Prefabricated Restroom Building (Leesburg Concrete or equal: specification only; structural engineering by manufacturer and permitting by contractor)
- Three (3) Picnic Pavilions (specification only; structural engineering by manufacturer and permitting by contractor)
 - Site Furnishings Picnic tables
 - Drinking Fountains
 - Hose Bibs (locations coordinated with Civil)

- Event Power Pedestals (locations coordinated with electrical)
 - Litter receptacles
 - Benches
 - Fencing
- Area Lighting (based upon Crystal Lake Park poles and fixtures: specification only; structural engineering by manufacturer and permitting by contractor)
- Landscape Tree Planting Design (to be installed by City staff)
- Bahia Sod (unirrigated; irrigated by contractor for establishment)
- Irrigation Design for Shade Trees and Turf Adjacent to the Trail and programming (180-degree irrigation to the sides of the trail). The design will be developed in such a manner that it can be expanded upon in the future to meet the City's desires.

Catalyst Design Group currently has a continuing services agreement with the City for Landscape Architecture Services.

City Staff recommends the approval of the Design Services Agreement with Catalyst Design Group.

OTHER OPTIONS

The City Commission may choose not to approve this agreement.

FISCAL IMPACT

The costs for these services are \$39,300.

ATTACHMENTS

Proposal to Design Services



January 21, 2026

Stephanie-Grace Lutton, CPRP, CPSI, CPO
Parks & Recreation Director
City of Lake Wales
201 W Central Avenue
Lake Wales, FL 33853

**Re: Lake Wales Kiwanis Park Trail
Lake Wales, FL**

Dear Stephanie:

Catalyst Design Group (Consultant/CDG) is pleased to submit this proposal to the City of Lake Wales (Client) for the development of the Kiwanis Park Trail (Project) in Lake Wales, FL (City/Owner). The Project is intended to provide design services for a 12' paved trail loop path through the park with each end terminating at the existing Lake Wales Trail and through the park as depicted in Exhibit A. It is understood that the trail alignment may be adjusted to meet existing grades, structures and utilities but that it is intended to measure approximately 2,400 linear feet in compliance with the City's grant.

- Schematic Design/Routing of the 12' Trail
- Playground
- One (1) Prefabricated Restroom Building (Leesburg Concrete or equal: specification only; structural engineering by manufacturer and permitting by contractor)
- Three (3) Picnic Pavilions (specification only; structural engineering by manufacturer and permitting by contractor)
- Site Furnishings
 - Picnic tables
 - Drinking Fountains
 - Hose Bibs(locations coordinated with Civil)
 - Event Power Pedestals (locations coordinated with electrical)
 - Litter receptacles
 - Benches
 - Fencing
- Area Lighting (based upon Crystal Lake Park poles and fixtures: specification only; structural engineering by manufacturer and permitting by contractor)
- Landscape Tree Planting Design (to be installed by City staff)
- Bahia Sod (unirrigated; irrigated by contractor for establishment)
- Irrigation Design for Shade Trees and Turf Adjacent to the Trail and programming (180-degree irrigation to the sides of the trail). The design will be developed in such a manner that it can be expanded upon in the future to meet the City's desires.

The client shall develop a base plan to be provided to CDG for this effort. The base plan should include the following information as available:

- Survey, Architectural and Civil Engineering in CAD format compatible with AutoCAD release 2018.
- Boundary
- Topography
- Site survey
- Tree survey

- Available As-built Drawings

These services will be provided consistent with the Master Consulting Agreement for Landscape Architectural Services dated January 19, 2023.

BASE DESIGN SERVICES

Schematic Site Plan Phase

- Utilizing the civil engineers survey, CDG will develop one (1) sketch plan illustrating programming desired by the City and a trail alignment accommodating existing topography and trees.
- CDG will participate in one (1) kickoff meeting with the Client, Owner's Representative and civil engineer to review the sketch plan and discuss next steps.
- Based upon input received, CDG will develop a preliminary CAD trail alignment for the trail based upon master planned (Exhibit A) and anticipated development programming to coincide with the installation of the trail.
- CDG will participate in one (1) virtual meeting with the Client and civil engineer to review the trail alignment and to verify future development programming.
- Based upon input received, CDG will update the CAD trail alignment and provide it to the civil engineer for the development of construction documents.

Public Involvement Phase

- CDG will attend one (1) public meeting for the Project for the purpose of informing the public about the progress of the previously approved Project (park system master plan & post park master planning). It is understood that the public meeting will present the Phase 1 schematic plan and that input from the public will be recorded during a 4 pm – 6 pm open house format. Furthermore, it is understood that there will not be a formal presentation or overview and that there will be a sign in station and the following three (3) exhibits:
 - Dover Kohl Mobility/Trails Board
 - Previously Approved Kiwanis Park Master Plan
 - Phase 1 Kiwanis Park 30%/Schematic Plan
- CDG understands that the public involvement is informational and that minor input may be accommodated in the construction documents, however significant programming changes will be considered an additional service.

Construction Document Phase

- Upon approval of the design development package, CDG will proceed into the Construction Document phase of the project.
- CDG will submit 30%, 60% and 100% construction documents addressing Project programming as previously noted.
- As appropriate to the Phase landscape and irrigation for the project area drawings will include plan, details, schedule and notes. Not included in the construction documents are architectural drawings beyond product specification/design intent and electrical engineering.
- CDG will participate in one (1) virtual review following each submittal.
- It is understood that the preparation of estimates of probable costs will be developed by contractors invited by the City to participate in reviewing the development of the Project design.

Permitting & Bidding Phase

- CDG will assist the Project civil engineer in the preparation of permitting submittal documents.
- CDG anticipates up to two (2) rounds of comment responses and updates to the drawings. Should additional submittals be required due to other design professionals on the Project team, additional services may be requested.
- Prior to bidding CDG will prepare a quantities list for the use by the contractor in their bidding.
- CDG will review contractor bids and provide input to the City.

Note: Construction phase services are not included in this scope of services and will be provided upon the preliminary selection of a contractor for the Project.

FEES

The professional fees for the above-described services are as follows:

Schematic Site Plan Phase	\$ 6,200
Public Involvement Phase	\$ 4,100
Construction Document Phase	\$ 24,800
Permitting and Bidding Phase	\$ 4,200
Construction Phase	\$ Excluded
Total	\$39,300

Not included in the above fees are reimbursable expenses incurred on the project's behalf, including printing, plotting, photocopies, reproduction, postage, long distance telephone, mileage, express mail or courier services. Capacity and impact fees associated with application filings shall be the responsibility of the owner. Reimbursable expenses will be billed at cost plus 15%. We will bill monthly for all work performed and expenses incurred on the project's behalf. Unpaid invoices after 30 days will accrue service charges at 1½% per month and include any costs of collections and reasonable attorney's fees.

Services that may be required, which Catalyst Design Group and/or their sub-consultants, can provide, but are not part of this proposal include:

- Additional Illustrative renderings
- Additional meetings and site visits
- Additional Public Involvement
- Permitting Phase Services beyond that identified
- Construction Phase Services
- Electrical Engineering
- Structural Engineering
- Civil Engineering
- Grant Support
- Detailed Opinions of Probable Construction Costs or alternative analysis of designs with respect to layout, grading and drainage studies to balance earthwork.

We would be happy to provide or coordinate the acquisition of any of these services as requested by you as an additional service. Unless otherwise indicated, these services will be provided consistent with the Master Consulting Agreement for Landscape Architectural Services dated January 19, 2023.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this exciting project. If this proposal is acceptable, please sign return one copy to our office.

Best Regards,

Catalyst Design Group



Bruce C. Hall, PLA, ASLA
Principal Landscape Architect

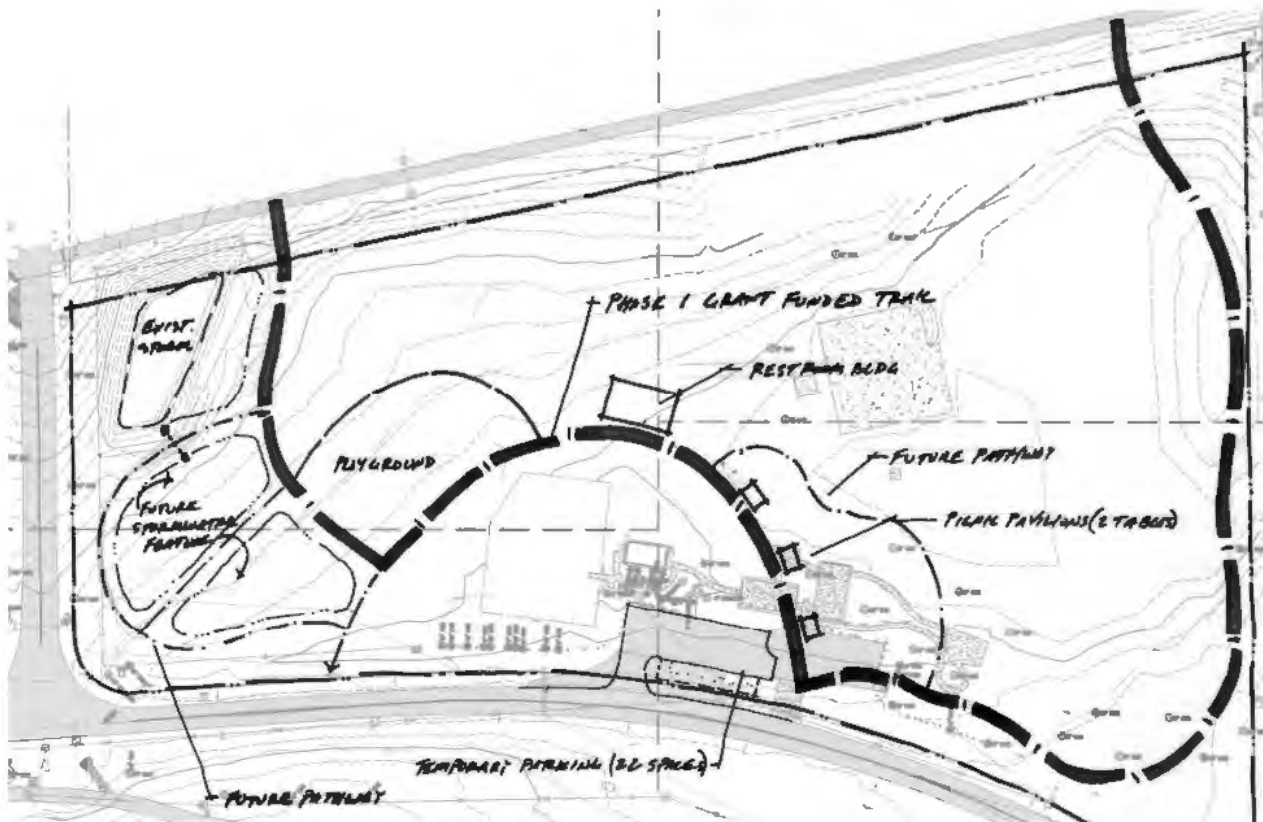
Jay Hood, PLA, ASLA
Principal Landscape Architect

Exhibit A – Conceptual Park Site Plan & Phase 1 Improvements

Agreed by:

_____	_____
Name	Date
_____	_____
Title	Company

EXHIBIT A



MEMORANDUM

January 27, 2026

TO: Honorable Mayor and City Commission

VIA: James Slaton, City Manager
Sarah B. Kirkland, Public Works Director

FROM: Nancy C Hernandez, Public Works Operation Manager

SUBJECT: Award of Construction Contract – Lake Wales Memorial Gardens Cemetery
Phase 2 Bid No. 26-03

SYNOPSIS: Staff is recommending approval to award Bid No. 26-03 for the construction of Lake Wales Memorial Gardens Cemetery Phase 2 to Tiger Contracting, LLC in the amount of \$609,428.73.

STAFF RECOMMENDATION

Staff recommends the City Commission consider taking the following action:

1. Approve the award of Bid No. 26-03 for the construction of Lake Wales Memorial Gardens Cemetery Phase 2 to Tiger Contracting, LLC in the amount of \$609,428.73.
2. Authorize the City Manager to execute the necessary contract documents on behalf of the City

BACKGROUND

In January 2007, the City purchased approximately fifty (50) acres of land located at Hunt Brothers Road and Lake Bella Road for future cemetery expansion. Of that acreage, twenty (20) acres were designated for the Lake Wales Memorial Gardens Cemetery.

The first five (5) acres of the site were designed and constructed and became available for internments in 2015. As burial capacity within Phase 1 continues to be reduced, staff initiated the next phase of expansion to ensure the City remains prepared to meet future interment needs.

Engineering and design services for Phase 2 were previously approved through Master Consulting Agreement #20-471, Task Order #8 with Hoyle, Tanner & Associates, Inc., in the amount of \$192,950.00, which included design, permitting assistance, bidding support, and construction phase services.

Following completion of the design, the City solicited bids for construction under Bid No. 26-03. A total of six (6) bids were received and evaluated by City staff and Hoyle, Tanner & Associates, Inc. One (1) bid was deemed non-responsive as it addressed irrigation services only. Of the

remaining bids, Tiger Contracting, LLC submitted the lowest responsive and responsible bid. The engineer's opinion of probable construction cost was approximately twenty-one percent (21%) higher than Tiger's bid, with pricing differences attributed to local mobilization efficiencies and reduced overhead rather than scope deficiencies. Based on responsiveness, qualifications, bonding capacity, and overall compliance with the bid documents, Hoyle Tanner recommends award of the project to Tiger Contracting, LLC.

OTHER OPTION

The City Commission may choose not to proceed with the award; however, delaying construction places the City at risk of not being prepared when the remaining burial spaces within Phase 1 are fully utilized.

FISCAL IMPACT

Funding for this project is available within the approved Capital Improvement Program for cemetery expansion. The construction award amount of \$609,428.73 is within available budget allocations.

ATTACHMENT

Bid Tabulation and Recommendation to Award – Hoyle, Tanner & Associates, Inc.
Certified Bid Tabulation
Tiger Contracting LLC Agreement

AGREEMENT

This Agreement made this _____ day of _____, by and between The City of Lake Wales hereinafter called "Owner", and _____ doing business as a corporation hereinafter call "Contractor", for the construction of _____ as described in the Construction Documents and Specification Manual provided by _____.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the sum of \$ _____ as detailed in the Bid Schedule.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within _____ calendar days after the date of the Notice to Proceed for the proposed work, and will achieve Substantial Completion (**operational**) within _____ days. The date of Final Completion will be _____ days following the date of Substantial Completion. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$500 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$500 per calendar day past the date of Final Completion.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. Progress payments will be made in an amount equal to 95% (ninety-five percent) of the value of work completed, and may include 95% (ninety-five percent) of the value of materials and equipment not incorporated into the work, but delivered and

suitably stored, less, in each case, the aggregate of payments previously made.

7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.
8. The term "Contract Documents" means and includes the following:
 - A. Invitation For Bids
 - B. Bid
 - C. Bid Bond
 - D. Agreement
 - E. Performance and Payment Bond
 - F. Certificate of Insurance
 - G. General Conditions
 - H. Special Provisions
 - I. Notice Of Award
 - J. Notice To Proceed
 - K. Change Order Form
 - L. Application For Payment Form
 - M. Certificate of Substantial Completion
 - N. Release of Lien Forms
 - O. Drawings prepared by _____.
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. The Contractor agrees that all materials, techniques, methods and safety are exclusively the responsibility of the Contractor and not the Engineer or Owner.
11. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
12. The Contractor shall indemnify and save harmless The City of Lake Wales its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor,

his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents.

13. The breach of any provision of this contract and those provisions stated more fully in the specifications for the _____ in Lake Wales, Florida shall entitle Owner to collect damages against Contractor and if necessary, to seek injunctive relief against Contractor.
14. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor 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 public agency in a format that is compatible with the information technology systems of the public agency.
15. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States

mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 15. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For Owner: _____

Attention: _____

For Contractor: _____

Attention: _____

IN WITNESS WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER:

BY: _____

NAME: _____
Please Type/Print

TITLE: _____

DATE: _____

ATTEST: _____

NAME: _____
Please Type/Print

TITLE: _____

CONTRACTOR: _____

BY: _____

NAME: _____
Please Type/Print

ADDRESS: _____

DATE: _____

ATTEST: _____

NAME: _____
Please Type/Print

TITLE: _____

END OF
SECTION

January 14, 2026

Cynthia Monk, City Manager Executive Assistant
Lake Wales Municipal Airport
201 W. Central Ave.
Lake Wales, FL 33853

**Re: Bid Tabulation and Recommendation to Award
Lake Wales Memorial Gardens – Phase 2
City of Lake Wales
Bid No. 26-03**

Dear Ms. Monk:

A total of six (6) Bids were received at the office of the Purchasing Coordinator on Thursday, December 18, 2025, at 2:00 pm local time. After analyzing the information provided by the contractors, Hoyle Tanner determined that that all six (6) bidders supplied the information necessary to adequately evaluate the bid, however one (1) bid provided services for irrigation only (Newberg Irrigation) and was deemed as unresponsive. A copy of the certified bid tabulation is enclosed for your examination.

BID TABULATION SUMMARY

We have tabulated the bid below:

	Bid Schedule A Construct Lake Wales Memorial Gardens – Ph2	Bid Schedule B Landscape, Hardscape & Irrigation	Bid Schedule C Security	Total Bid Amount
Tiger Contracting, LLC	\$462,328.73	\$130,300.00	\$16,800.00	\$609,428.73
SEMCO Construction, Inc.	\$484,649.72	\$261,150.12	\$3,874.50	\$749,674.34
Strickland Construction, Inc.	\$607,097.00	\$135,370.00	\$19,200.00	\$761,667.00
Cobb Site Development, Inc.	\$613,880.33	\$144,824.53	\$11,114.52	\$769,835.55
RCS Construction Company	\$583,210.00	\$197,845.00	\$31,445.00	\$812,500.00
Newberg Irrigation – Irrigation Bid Only	N/A	N/A	N/A	N/A

Tiger Contracting, LLC submitted the lowest bid which was found to comply with the RFB requirements. The Engineer's Opinion of Probable Costs for the project was \$738,081.00 which was approximately 21% higher than the bid submitted by Tiger Contracting, LLC. The Engineer's Estimate was based on recent bids from similar projects.

BID EVALUATION

The bids were evaluated by the City of Lake Wales Purchasing and Hoyle Tanner for compliance with the bid documents. As previously stated, five of the six bids received were found to be in order. The difference in cost between the low bid (Tiger Contracting, LLC) and the remaining bidders appeared to be due to reduced overhead and local mobilization and not due to a scope gap.

BOND INFORMATION

Tiger Contracting's surety providing performance and payment bonds on the project is Harco National Insurance Company. According to the A.M. Best's Insurance Ratings, the surety meets and exceeds the minimum federal requirements with a Financial Strength rating of A- (Excellent).

RECOMMENDATION TO AWARD

In conclusion, all of the information provided concerning Tiger Contracting is adequate, indicating that Tiger Contracting is qualified to provide the work. They are a fully responsive and local company that has been in business for nearly 20 years, and appear to be in good standing with suppliers and developers that have provided a reference. Although Hoyle Tanner has not worked with Tiger Contracting in any previous projects in the state of Florida, we recommend them for award of this project.

Based on all of the above information, Hoyle Tanner recommends the award of the project to Tiger Contracting, LLC in the amount of \$609,428.73.

ADDITIONAL INFORMATION

Hoyle Tanner will make the conformed contract sets and drawings for the contractor to use in the field. At your direction Hoyle Tanner will prepare the Notice of Intent to Award. The contractor will then have 10 calendar days to assemble their bonds, acknowledge the notice of intent, and return it to the City. Then a pre-construction conference should be scheduled and a Notice to Proceed issued once the project schedule is determined.

Please do not hesitate to contact me if you have any questions or need further assistance.

Sincerely,

A handwritten signature in black ink, appearing to be 'W. Matherin', with a long horizontal line extending to the right.

Wilbur Matherin, P.E.
Senior Project Manager
Enclosures as noted above



LAKE WALES MEMORIAL GARDENS - PHASE 2
CITY OF LAKE WALES
ITB #26-03

BID TABULATION

				Engineer's OPC		Tiger Contracting		SEMCO Construction, Inc.		Strickland Construction, Inc.		Cobb Site Development, Inc.		RCS Construction Company		Newberg Irrigation	
Project Item No.	Description	Quantity	Unit	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
BID SCHEDULE A - CONSTRUCT LAKE WALES MEMORIAL GARDENS PHASE 2																	
1	Contractor's Quality Control Program & SWPPP	1	LS	\$10,000.00	\$10,000.00	\$14,805.00	\$14,805.00	\$13,419.00	\$13,419.00	\$139,128.00	\$139,128.00	\$50,235.06	\$50,235.06	\$8,800.00	\$8,800.00	\$ -	\$0.00
2	Mobilization	1	LS	\$45,000.00	\$45,000.00	\$23,000.00	\$23,000.00	\$36,924.30	\$36,924.30	\$7,500.00	\$7,500.00	\$128,168.06	\$128,168.06	\$64,200.00	\$64,200.00	\$ 4,175.00	\$4,175.00
3	Temporary Silt Fence - Sediment Barrier	1,700	LF	\$4.50	\$7,650.00	\$9.20	\$15,640.00	\$2.08	\$3,536.00	\$10.89	\$18,883.00	\$8.17	\$13,889.00	\$3.00	\$5,100.00	\$ -	\$0.00
4	Excavation, Subgrade, Embankment, and Fill	1	LS	\$135,000.00	\$135,000.00	\$120,806.00	\$120,806.00	\$105,840.00	\$105,840.00	\$120,206.00	\$120,206.00	\$99,445.93	\$99,445.93	\$64,300.00	\$64,300.00	\$ -	\$0.00
5	Clearing & Grubbing - Stripping and Stockpiling 6" Depth	5.2	AC	\$3,605.00	\$18,746.00	\$3,908.65	\$20,324.98	\$5,418.00	\$28,173.60	\$17,352.00	\$17,352.00	\$3,403.88	\$17,700.18	\$4,000.00	\$20,800.00	\$ -	\$0.00
6	Construct Weir - Stormwater Management	1	LS	\$8,500.00	\$8,500.00	\$9,490.00	\$9,490.00	\$10,624.32	\$10,624.32	\$6,594.00	\$6,594.00	\$8,505.35	\$8,505.35	\$33,260.00	\$33,260.00	\$ -	\$0.00
7	Concrete Sidewalk, 4" Thick	270	SY	\$80.00	\$21,600.00	\$40.25	\$10,867.50	\$80.64	\$21,772.80	\$6.27	\$12,327.00	\$68.95	\$18,616.50	\$41.00	\$11,070.00	\$ -	\$0.00
8	12" Subgrade Stabilization, Type B	3,635	SY	\$13.50	\$49,072.50	\$13.95	\$50,708.25	\$6.62	\$24,063.70	\$8.64	\$21,036.00	\$13.15	\$47,800.25	\$9.00	\$33,260.00	\$ -	\$0.00
9	6" Limerock Base Course - Group 4	2,450	SY	\$30.00	\$73,500.00	\$25.86	\$63,357.00	\$26.46	\$64,827.00	\$19.16	\$46,684.00	\$26.04	\$63,798.00	\$23.00	\$56,350.00	\$ -	\$0.00
10	Bituminous Asphalt Surface - Surface Course (FDOT SP-9.5)	135	TON	\$225.00	\$30,375.00	\$199.10	\$26,878.50	\$264.60	\$35,721.00	\$14.23	\$34,664.00	\$253.92	\$34,279.20	\$270.00	\$36,450.00	\$ -	\$0.00
11	Bituminous Asphalt Surface - Structural Course (FDOT SP-9.5)	135	TON	\$225.00	\$30,375.00	\$194.20	\$26,217.00	\$264.60	\$35,721.00	\$15.74	\$38,334.00	\$253.92	\$34,279.20	\$290.00	\$39,150.00	\$ -	\$0.00
12	Bituminous Prime Coat	1,225	GAL	\$2.50	\$3,062.50	\$1.68	\$2,058.00	\$1.58	\$1,935.50	\$0.97	\$2,362.00	\$7.04	\$8,624.00	\$7.00	\$8,575.00	\$ -	\$0.00
13	Ribbon Curb - Flush	3,490	LF	\$30.00	\$104,700.00	\$12.81	\$44,706.90	\$18.27	\$63,762.30	\$28.25	\$98,303.00	\$16.40	\$57,236.00	\$29.00	\$101,210.00	\$ -	\$0.00
14	Flexible Butt Joint	360	LF	\$12.50	\$4,500.00	\$5.25	\$1,890.00	\$12.60	\$4,536.00	\$11.00	\$3,960.00	\$7.24	\$2,606.40	\$14.00	\$5,040.00	\$ -	\$0.00
15	Hydroseed - Lot Spaces - Bermuda Grass	110	KSF	\$210.00	\$23,100.00	\$215.00	\$23,650.00	\$229.32	\$25,225.20	\$0.14	\$30,868.00	\$150.92	\$16,601.20	\$755.00	\$83,050.00	\$ -	\$0.00
16	Solid Sodding - Pond Area	1,680	SY	\$5.00	\$8,400.00	\$4.72	\$7,929.60	\$5.10	\$8,568.00	\$0.56	\$8,896.00	\$7.20	\$12,096.00	\$7.50	\$12,600.00	\$ -	\$0.00
Estimated Total Bid Schedule A Cost					\$573,581.00	\$462,328.73		\$484,649.72		\$607,097.00		\$613,880.33		\$583,210.00		\$4,175.00	
BID SCHEDULE B - LANDSCAPE, HARDSCAPE & IRRIGATION																	
1	Landscape	1	LS	\$45,000.00	\$45,000.00	\$15,750.00	\$15,750.00	\$150,752.70	\$150,752.70	\$13,840.00	\$13,840.00	\$32,774.20	\$32,774.20	\$91,255.00	\$91,255.00	\$ -	\$0.00
2	Hardscape - Scatter Garden Monument	1	LS	\$8,500.00	\$8,500.00	\$6,400.00	\$6,400.00	\$12,016.62	\$12,016.62	\$5,678.00	\$5,678.00	\$7,849.71	\$7,849.71	\$17,210.00	\$17,210.00	\$ -	\$0.00
3	Irrigation	1	LS	\$90,000.00	\$90,000.00	\$108,150.00	\$108,150.00	\$98,380.80	\$98,380.80	\$115,852.00	\$115,852.00	\$104,200.62	\$104,200.62	\$89,380.00	\$89,380.00	\$ 84,080.00	\$84,080.00
Estimated Total Bid Schedule B Cost					\$143,500.00	\$130,300.00		\$261,150.12		\$135,370.00		\$144,824.53		\$197,845.00		\$84,080.00	
BID SCHEDULE C - SECURITY																	
1	CCTV Pole & Base	1	LS	\$8,500.00	\$8,500.00	\$6,300.00	\$6,300.00	\$2,362.50	\$2,362.50	\$5,120.00	\$5,120.00	\$5,685.20	\$5,685.20	\$17,245.00	\$17,245.00	\$ -	\$0.00
2	Security Camera - Long Range; High Motion w/ Wi-Fi connection (Assumes no conduit runs)	1	LS	\$12,500.00	\$12,500.00	\$10,500.00	\$10,500.00	\$1,512.00	\$1,512.00	\$14,080.00	\$14,080.00	\$5,429.32	\$5,429.32	\$14,200.00	\$14,200.00	\$ -	\$0.00
Estimated Total Bid Schedule C Cost					\$21,000.00	\$16,800.00		\$3,874.50		\$19,200.00		\$11,114.52		\$31,445.00		\$0.00	
Total Project Cost					\$738,081.00	\$609,428.73		\$749,674.34		\$761,667.00		\$769,835.55		\$812,500.00		\$88,255.00	

Certified by: Wilbur Mathurin, P.E.



LAKE WALES MEMORIAL GARDENS - PHASE 2
CITY OF LAKE WALES
ITB #26-03

BID TABULATION

				Tiger Contracting		SEMCO Construction, Inc.		Strickland Construction, Inc.		Cobb Site Development, Inc.		RCS Construction Company		Newberg Irrigation	
Project Item No.	Description	Quantity	Unit	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
BID SCHEDULE A - CONSTRUCT LAKE WALES MEMORIAL GARDENS PHASE 2															
1	Contractor's Quality Control Program & SWPPP	1	LS	\$14,805.00	\$14,805.00	\$13,419.00	\$13,419.00	\$139,128.00	\$139,128.00	\$50,235.06	\$50,235.06	\$8,800.00	\$8,800.00	\$ -	\$0.00
2	Mobilization	1	LS	\$23,000.00	\$23,000.00	\$36,924.30	\$36,924.30	\$7,500.00	\$7,500.00	\$128,168.06	\$128,168.06	\$64,200.00	\$64,200.00	\$ 4,175.00	\$4,175.00
3	Temporary Silt Fence - Sediment Barrier	1,700	LF	\$9.20	\$15,640.00	\$2.08	\$3,536.00	\$10.89	\$18,883.00	\$8.17	\$13,889.00	\$3.00	\$5,100.00	\$ -	\$0.00
4	Excavation, Subgrade, Embankment, and Fill	1	LS	\$120,806.00	\$120,806.00	\$105,840.00	\$105,840.00	\$120,206.00	\$120,206.00	\$99,445.93	\$99,445.93	\$64,300.00	\$64,300.00	\$ -	\$0.00
5	Clearing & Grubbing - Stripping and Stockpiling 6" Depth	5.2	AC	\$3,908.65	\$20,324.98	\$5,418.00	\$28,173.60	\$17,352.00	\$17,352.00	\$3,403.88	\$17,700.18	\$4,000.00	\$20,800.00	\$ -	\$0.00
6	Construct Weir - Stormwater Management	1	LS	\$9,490.00	\$9,490.00	\$10,624.32	\$10,624.32	\$6,594.00	\$6,594.00	\$8,505.35	\$8,505.35	\$33,260.00	\$33,260.00	\$ -	\$0.00
7	Concrete Sidewalk, 4" Thick	270	SY	\$40.25	\$10,867.50	\$80.64	\$21,772.80	\$6.27	\$12,327.00	\$68.95	\$18,616.50	\$41.00	\$11,070.00	\$ -	\$0.00
8	12" Subgrade Stabilization, Type B	3,635	SY	\$13.95	\$50,708.25	\$6.62	\$24,063.70	\$8.64	\$21,036.00	\$13.15	\$47,800.25	\$9.00	\$33,260.00	\$ -	\$0.00
9	6" Limerock Base Course - Group 4	2,450	SY	\$25.86	\$63,357.00	\$26.46	\$64,827.00	\$19.16	\$46,684.00	\$26.04	\$63,798.00	\$23.00	\$56,350.00	\$ -	\$0.00
10	Bituminous Asphalt Surface - Surface Course (FDOT SP-9.5)	135	TON	\$199.10	\$26,878.50	\$264.60	\$35,721.00	\$14.23	\$34,664.00	\$253.92	\$34,279.20	\$270.00	\$36,450.00	\$ -	\$0.00
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12	Bituminous Prime Coat	1,225	GAL	\$1.68	\$2,058.00	\$1.58	\$1,935.50	\$0.97	\$2,362.00	\$7.04	\$8,624.00	\$7.00	\$8,575.00	\$ -	\$0.00
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3	Irrigation	1	LS	\$108,150.00	\$108,150.00	\$98,380.80	\$98,380.80	\$115,852.00	\$115,852.00	\$104,200.62	\$104,200.62	\$89,380.00	\$89,380.00	\$ 84,080.00	\$84,080.00
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BID SCHEDULE C - SECURITY															
1	CCTV Pole & Base	1	LS	\$6,300.00	\$6,300.00	\$2,362.50	\$2,362.50	\$5,120.00	\$5,120.00	\$5,685.20	\$5,685.20	\$17,245.00	\$17,245.00	\$ -	\$0.00
2	Security Camera - Long Range; High Motion w/ Wi-Fi connection (Assumes no conduit runs)	1	LS	\$10,500.00	\$10,500.00	\$1,512.00	\$1,512.00	\$14,080.00	\$14,080.00	\$5,429.32	\$5,429.32	\$14,200.00	\$14,200.00	\$ -	\$0.00
Estimated Total Bid Schedule C Cost					\$16,800.00	\$3,874.50		\$19,200.00		\$11,114.52		\$31,445.00		\$0.00	
Total Project Cost					\$609,428.73	\$749,674.34		\$761,667.00		\$769,835.55		\$812,500.00		\$88,255.00	

Certified by: Wilbur Mathurin, P.E.

MEMORANDUM

January 23, 2026

TO: Honorable Mayor and City Commission

VIA: James Slaton, City Manager

FROM: Jonathan Smith, Fire Chief

RE: Ordinance 2026-02, Amending Chapter 10, Fire Prevention, Lake Wales Code of Ordinances – 1st Reading

SYNOPSIS

The amendment will update Section 1 of Chapter 10 to achieve compliance with State Statute.

STAFF RECOMMENDATION

It is recommended that the City Commission approve Ordinance 2026-02 after first reading.

BACKGROUND

Section 10-1 previously adopted a specific edition of a fire prevention code as the minimum fire safety standard for the City. Pursuant to Florida Statute 633.025 and Florida Administrative Code 69A-60.002, the Florida Fire Prevention Code, as adopted by the State of Florida, is the minimum fire prevention code deemed adopted by each municipality, county, and special district with fire safety responsibilities. To maintain consistency with state law, eliminate conflicts between local and state requirements, and ensure enforceability at the local level, Section 10-1 must reflect adoption of the same fire prevention code currently adopted and enforced by the State of Florida. Aligning the City's code with the State's adopted code allows for local enforcement and avoids the need for non-compliance matters to be adjudicated solely through the county court system.

OPTIONS

None. Approval of Ordinance 2026-02 will bring the City into compliance with Florida Statute.

ATTACHED

Ordinance 2026-02

ORDINANCE 2026-02

AN ORDINANCE AMENDING CHAPTER 10, FIRE PREVENTION, LAKE WALES CODE OF ORDINANCES, TO ADOPT STANDARDS OF SEC. 10-1 MINIMUM FIRE SAFETY STANDARDS; PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED by the City Commission of the City of Lake Wales, Polk County, Florida.

SECTION 1.

Chapter 10, Fire Prevention, Lake Wales Code of Ordinances is hereby amended to read as follows:

Sec. 10-1. Minimum fire safety standards.

(a)

The city hereby adopts as its minimum fire safety standards the Florida Fire Prevention Code, ~~2010 Edition~~, as currently adopted by the State of Florida, including any future amendments or editions adopted by the state.

(b)

Copies of the city's fire codes will be available for public access in the office of fire prevention during normal office hours, located in the Lake Wales Fire Department main station located at 253 W. Central Ave.

SECTION 2.

If any clause, section or provision of this ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 3.

This ordinance shall become effective upon passage by the City Commission.

CERTIFIED AS TO PASSAGE this _____ day of _____, 2026.

Mayor/Commissioner

ATTEST:

City Clerk

MEMORANDUM

DATE: January 27, 2026

TO: Honorable Mayor and City Commission

VIA: James Slaton, City Manager

FROM: Jennifer Nanek, City Clerk

RE: Event Permit Application: Bark on Park March 20 & September 4, 2026

SYNOPSIS

This is a request from the City of Lake Wales Recreation, to host two events downtown called Bark on Park on Fridays March 20 and September 4, 2026. This event will involve closure of Park Avenue from 6:00 p.m. – 8:00 p.m.

RECOMMENDATION

Staff recommends

1. That the City Commission approve the permit request to sponsor Bark on Park events on Fridays March 20 and September 4th from 6:00 p.m. – 8:00 p.m.
2. That the City Commission approve the closure of Park Avenue between Scenic HWY and N Market St.
3. Approve the serving of alcohol within the designated boundary.

BACKGROUND

The City of Lake Wales is proposing to host a Bark on Park event on two Fridays March 20th and September 4th from 6:00 p.m. – 8:00 p.m. The event will feature closing a portion of Park Avenue between Scenic HWY and N. Market Street from 6:00 p.m. – 8:00 p.m.

OTHER OPTIONS

Do not approve the Special Event Permit.

FISCAL IMPACT

Unknown.

ATTACHMENTS

Special Event Permit application
Site Plan

From: noreply@civicplus.com
To: [Jennifer Nanek](#)
Subject: EXTERNAL:Online Form Submittal: Special Event Application
Date: Wednesday, January 21, 2026 1:14:10 PM

This email originated from an external source, please use caution when clicking on links and opening attachments.

Special Event Application

City of Lake Wales

201 W. Central Ave.

Lake Wales, FL 33853

863-678-4182 x1254

Official Use Only:

Tent Permit #		
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Applicant Information:

Organization Name: City of Lake Wales; Parks & Rec

Is this organization classified a 501c3 status by the IRS? No

Address 1001 Burns Avenue

City Lake Wales

State FL

Zip 33853

Phone Number 8636784192

Event Contact Information:

First Name Shay

Last Name Irvis

Address	1001 Burns Avenue
City	Lake Wales
State	FL
Zip	33853
Phone Number	8636784192
Email Address	tirvis@lakewalesfl.gov
Event Information:	
Name of Event:	Bark on Park
Please note: All events requesting a street closure must have approval from the City Commission.	
Event Type:	Festival - an organized public gathering in a park or downtown e.g. Art Show
Event Description:	Dog friendly event bringing together families, furry friends, and local vendors for an evening of fun. We will also have animal vendors and resources available for attendees
Setup and takedown date/time	3/13/2026 4:00 PM - 3/13/2026 8:00 PM
Event start and end date/time:	3/13/2026 6:00 PM - 3/13/2026 8:00 PM
Is this a reoccurring event?	Yes
If yes, please provide more details:	Spring and Fall event (September 4 is next date)
This event will be:	Open to the Public
Event Location:	Other
Please provide a description:	Market Plaza

Site Plan Requirements:

Please attach a clear and legible site plan/map with the following indicated:

1. Depiction of the area (streets, park, etc) where the event will be held.

2. The overall event area such as parking and requested street closures.
3. The location and dimensions of all physical equipment being placed; such as stages, vendors, booths, tents, barricades, restrooms, dumpsters, etc.
4. Disabled parking and handicapped access clearly defined.
5. Location of temporary alcohol sales where both sales & consumption will occur.

(Sale or consumption of alcohol requires additional permitting from the state and hiring of at least two off-duty police officers)

Attach site plan: [Bark on Park Site Plan.jpg](#)

Event Components:

Please check all that apply to the event.	Alcohol - (Special Permit Required)* , Portolets, Sales/Distribution/Display, Food Distribution/Sales, Use of electric outlets, Use of water spigots, Live animals, Tents (permit required for tents larger than 30x30), On-Site Cooking
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*Events involving the sale and consumption of alcohol must have a designated area where the sale and consumption of alcohol will take place. Sponsor must get an additional permit from the State Division of Alcoholic Beverages and Tobacco and requires the presence of a police detail.

Other Information:

Will City Streets be closed?	Yes
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Please list all affected City Streets:	Park avenue
--	-------------

Will any alleys, parking lots or other public places be closed?	No
---	----

Will State Roads be closed? (SR 17)?	No
--------------------------------------	----

Will you need additional trash receptacles from the City?	Yes
---	-----

Will you need clean-up	No
------------------------	----

assistance from the City throughout the event?

Do you require additional assistance from the City, that was not listed above?

No

NOTE

For unbudgeted events, the organization must reimburse the City 100% of costs for use of Public Services and Police Department.

Please provide your ADA Accessibility Plan

Handicap Parking & Restrooms

Upload additional documentation (optional)

Field not completed.

Please provide any additional information related to the event:

Field not completed.

Upload additional documentation:

Field not completed.

Insurance Requirements:

Liability Insurance is required for all special events involving City property and must name the City of Lake Wales as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of \$1,000,000.00 is required. All proof of insurance must be submitted to the City of Lake Wales a week before the event. Failure to provide acceptable insurance will result in the cancellation of the event.

*Upload proof of insurance:

Field not completed.

Agreement to Assume Financial Responsibility for Injury or Damage

The Sponsor (hereinafter referred to as "the permittee"), shall indemnify, defend, and hold harmless the City of Lake Wales (hereinafter referred to as "the City"), and all of its elected or appointed officials, officers, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agent, employees, or subcontractors during the performance of the permitted event, whether direct or indirect, and whether to any person or property to which

the City or said parties may be subject, except that neither the Permittee nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to persons directly caused or resulting SOLELY from the negligence of the City or any of its elected or appointed officials, officers, agents, or employees.

Permittee's obligation to indemnify, defend and pay for the defense or at the City's option, to participate and associate with the City in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the City's notice of claim for indemnification to Permittee.

Permittee's inability to evaluate liability or its evaluation of liability shall not excuse Permittee's duty to defend and indemnify within seven days after such notice by the City is provided by Certified Mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the City SOLELY negligent shall excuse performance of this provision by Permittee.

Permittee shall pay all costs and fees related to this obligation and its enforcement by the City. City's failure to notify Permittee of a claim shall not release the Permittee of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the City from and against any and all loss, damage, cost, and expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

During the event, the Permittee shall observe all safety regulations of the City, and the Permittee shall take measures to ensure the safety of the public.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the rules and regulations of the City of Lake Wales. Should the City grant approval and a permit be issued, it is further agreed the Permittee will comply with any other requirements provided by Federal, State, and Local Law.

By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

In case of non-compliance with the City's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

Do you agree to the terms listed?	Yes
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Signature of Sponsor or Authorized Representative of Sponsor:	Shay Irvis
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Date:	1/21/2026
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Email not displaying correctly? [View it in your browser.](#)



MEMORANDUM

January 30, 2026

TO: Honorable Mayor and City Commission
VIA: James Slaton, City Manager
FROM: Jennifer Nanek, City Clerk
RE: 2026 Municipal Election & Canvassing Board Information

2025 MUNICIPAL ELECTION INFORMATION

The regular Municipal Election of the City of Lake Wales is Tuesday, April 7, 2026. We will elect a Commissioner for Seat 3 and a Commissioner for Seat 5 for a term of three years beginning May 5, 2026. Members of the City Commission must be registered voters and residents of the City of Lake Wales for at least one year preceding their date of election.

The seat up for election is currently held by the following Commission member:

Seat 3	Keith Thompson
Seat 5	Robin Gibson

The Commissioners elected to Seats 3 and 5 are at-large, but candidates must live within their respective Seats.

The qualifying period for a person to qualify as a candidate is from 12:00 p.m., noon, Monday, February 16 through 12:00 p.m., noon, Friday, February 20. Candidate packets are available in the City Clerk's office beginning 9:00 a.m., Friday, February 6. This packet contains qualifying papers, nominating petitions, and other necessary information and instructions to qualify as a candidate.

At the end of qualifying the City Clerk must prepare and submit to the Supervisor of Elections Office the approved ballot by 5:00 p.m. A special City Commission meeting has been scheduled for February 20 at 4:00 p.m. for that purpose. The scheduled special meeting date is also listed on the City Commission Calendar located under the City Manager portion of the agenda.

Due to a charter change approved last year we now have run-off elections. If a candidate does not win the majority of votes on April 7th, then there will be a run-off election on May 5th 2026.

The Municipal Election will be held at the Municipal Administration Building, 201 W. Central Ave., Lake Wales and at the Lake Ashton Clubhouse, 4141 Ashton Club Drive,

Lake Wales on Tuesday, April 7, 2026, 7 a.m. to 7 p.m. The City Commission will reschedule its first meeting in April from 6:00 p.m., Tuesday, April 7 to 6:00 p.m., Wednesday, April 8.

Contact the Supervisor of Elections at 863-534-5888 to request a Vote by Mail Ballot. Voter registration deadline is March 9, 2026.

CANVASSING BOARD INFORMATION

While the Supervisor of Elections and the City Clerk may perform many of the tasks necessary to conduct the election, the City Commission serves as the Municipal Canvassing Board and has legal responsibilities related to the conduct of the Municipal Election. It is necessary to review the responsibilities well in advance to prevent calendar conflicts because a quorum must be present at all Canvassing Board meetings.

The following rules apply to all members of the Canvassing Board:

No member can serve if they are a candidate with opposition in the election being canvassed or is *actively participating* in the campaign or the candidacy of any candidate who has opposition in the election being canvassed. Actively participating means undertaking an intentional effort to demonstrate or generate public support for a candidate beyond merely making a campaign contribution. Refer to DE 8-10; 09-07.

If a lack of a quorum is created on the Canvassing Board due to this rule or any other unavoidable cause, the City Commission may appoint the city manager, city attorney, or resident/s to serve in the absence of that commission member/s to serve on the Canvassing Board to avoid a possible lack of quorum (Sec. 8-26, Lake Wales Code of Ordinances). The City Clerk will prepare an agenda item for the first meeting in March for the City Commission to appoint additional people to serve on the Canvassing Board.

Per Florida Statute, Canvassing Board members are required to attend the following meetings.

Pre-election Logic and Accuracy Testing of Tabulating Equipment (L&A)

Tuesday, March 31, 2026; 3:30 p.m.

Elections Operations Center, 70 Florida Citrus Blvd. Winter Haven, FL 33880 (behind the Auburndale Speedway).

-At least one member of the Canvassing Board must attend the L&A Testing.

Election Night Canvassing of Ballots

Tuesday, April 7, 2026, time to be scheduled by SOE (5:00 p.m. or later)

Elections Operations Center, 70 Florida Citrus Blvd. Winter Haven, FL 33880

-A quorum must be present and must remain until all ballots are tabulated.

Certification of Election

City of Lake Wales Municipal Administration Building
Thursday, April 9, 2026; 5:00 p.m.
-A Quorum must be present.

Post-Election Manual Audit

Tuesday April 14, 2026 with Time to be determined.
Elections Operations Center, 70 Florida Citrus Blvd. Winter Haven, FL 33880
-A quorum must be present.

ATTACHMENTS

Seat Map

MEMORANDUM

January 27, 2026

TO: Honorable Mayor and City Commissioners

VIA: James Slaton, City Manager

FROM: Sandra D. Davis, Human Resources Director

SUBJECT: City Manager Performance Evaluation

SYNOPSIS: Commissioners will discuss the performance evaluation of the City Manager.

Performance evaluation forms were completed by the City Commissioners and returned to staff as requested. Evaluation forms completed by the Commissioners are available for review in the Human Resources Department.

Based upon the results of the annual evaluation, the City Commission may, in its sole discretion, grant a salary increase, bonus and/or grant additional benefits to the City Manager effective with his anniversary date.

Ratings in the various evaluation categories have been compiled in a chart which is provided with this memorandum.

Attachment: Summary of Ratings

CITY MANAGER PERFORMANCE EVALUATION 11/17/24 - 11/17/25

	Hilligoss	Gibson	Willams	Thompson	Gillespie
1. Professionalism	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Meets Expectations
2. Communication	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Meets Expectations
3. Community Relations	Meets Expectations	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Meets Expectations
4. Knowledge & Advice	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Meets Expectations
5. Financial Management	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Meets Expectations
6. Management of the Organization	Meets Expectations	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations
7. Relationship with City Commission	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Meets Expectations
8. Policy Execution	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Exceeds Expectations	Meets Expectations

Exceeds Expectations

Meets Expectations

Needs Improvement

Comments:

Hilligoss

Gibson	1. Does a good job of staying away from politics. 2. Have heard a couple of complaints from citizens. When I looked into it, the responses were timely, but it turned out the answers were not what they wanted to hear. 4. Has a facility for retaining the services of talented experts. Gets benefit of knowledge on a one time basis for less cost than would be the case if paid for a full time employee. 5. Works well with finance director which has helped Lake Wales compile an exemplary record for achievement with finances. 6. The organization as a whole is widely acknowledged as being "on a roll." Achievement across the board is testament to quality of management. 7. City Commission has performed well in part caused by level of information made available during work sessions - Commission has been well prepared. Overall Summary Comment: As stated on earlier occasions, the City and its Commission are performing better than at any time in the 56 years since I've been in Town.
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Williams	2. Mr. Slaton is diligent in communicating with Commissioners. In particular, when a commissioner is absent, he takes the time to thoroughly explain everything that was discussed during the meeting. His Communication with citizens and staff that I've witnessed has been extremely professional at all times. 3. Once again Mr. Slaton has done an exceptional job in this area. His passion for the entire City of Lake Wales is remarkable. 4. Mr. Slaton is a true leader who operates with a vision that demonstrates and displays all of the significant plans to ensure success of all of the City tasks. 7. Mr. Slaton communicates thoroughly with all Commissioners. His availability has always been superb regardless of time or day which includes weekends and after hours.
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Thompson	1. James brings an healthy energy and professionalism to his role as city manager. He cares deeply about the city and works tirelessly to make it a better place to live. 2. There has never been a request or concern that I have shared with James that he did not take appropriate and quick action on. His response time and professionalism in dealing with civil concerns or complaints from constituents and citizens has been impressive and honest, 3. His regional work with other cities and counties has led to Lake Wales being a serious player in future economic development and growth opportunities. The investment in our city marketing capabilities has educated the public on social media by sharing vital information on current and future plans. 4. What he knows he knows.... What he doesn't know, he finds someone who does and learns from them. 5. The awards speak for themselves and the position we are in as a city to face the financial challenges and opportunities of the future are due to his strategic leadership and forward thinking plan. 6. Great job here.... You've hire great people and you let them do their jobs. 7. Always available and ready with important updates and challenges. 8. This is where James really distinguishes himself. His execution of a plan is systematic and fun to watch! Overall Summary Comments: I really can't say enough positive comments about James and his leadership. Lake Wales is lucky and blessed to have him as our City Manager.
Gillespie	1. I cannot comment on his activities in professional organizations, or about whether he keeps politics out of the decision-making process I really don't have much insight into his decision-making process. He makes his decision without consulting me. 2. He is in total command of facts concerning city operations. I have no knowledge as to whether he encourages open, two-way communication with his staff. 3. I have not had an opportunity to observe his interactions with stakeholders or surrounding governmental organizations. 4. His knowledge of municipal affairs is outstanding. I don't know whether he plans ahead or anticipates problems. I rarely speak with him outside of commission meetings. 5. He delegates budget matters to Dorothy Abbott, who is very competent. I haven't seen any examples of his ingenuity or creativity in approaching budgetary matters. 6. This is his major strength. He is very good at building and recognizing his team. 7. He is open and honest in his dealings with me as a Commissioner. However, I am often blind-sided by the extent to which issues have already been resolved before I hear about them. 8. I do not have any opportunities to observe him enforcing laws, ordinances or policies. I think that he mainly relies on his subordinates to do this. Overall Summary Comments: Mr. Slaton is an excellent city manager, and we are lucky to have him. The scope of his knowledge regarding the city's operations is amazing. He also has good people skills and has, for the most part, been successful in hiring and retaining talented Managers.