



CITY OF BARTOW
CITY COMMISSION REGULAR MEETING
TUESDAY, JANUARY 20, 2026 AT 6:00 PM
OR AS SOON THEREAFTER AS POSSIBLE
CITY HALL COMMISSION CHAMBERS
450 NORTH WILSON AVE., BARTOW, FL 33830

AGENDA

1. CALL TO ORDER AND ROLL CALL
2. INVOCATION
 - a. Pastor Brian MacDonald, Oak City Church
3. PLEDGE OF ALLEGIANCE TO THE FLAG
4. PROCLAMATIONS AND SPECIAL PRESENTATIONS
 - a. Issuance of a proclamation recognizing January 23–31, 2026 as Polk County Youth Fair Week. Being accepted by Polk County Youth Fair President Scott Fowler, Polk County Youth Ambassador Advisor Brandi Fountain and Lakeland Christian FFA Member & Polk County Youth Fair Ambassador Mattie Fountain.
5. GENERAL PUBLIC COMMENT

At this time, the Commission will receive comments from the public regarding matters not appearing on this agenda.
6. CITY ANNOUNCEMENTS
7. REPORTS OF CHARTER OFFICERS
 - a. City Manager Communications
 1. Wilson Ranch / Peace Creek Restoration Update — John Hall, Water Utilities Director
 - b. City Attorney Communications
 - c. Legislative Updates
8. AGENDA MODIFICATION/APPROVAL
9. PUBLIC COMMENT ON AGENDA ITEMS

At this time, the Commission will receive comments from the public regarding matters that appear on this agenda, not otherwise scheduled for a separate Public

Hearing.

10. HEARINGS – FIRST AND SECOND READINGS AND PUBLIC HEARINGS

11. CONSENT AGENDA

- a. Approval of January 5, 2026 City Commission Regular Meeting minutes.
- b. Approval of City Commissioner absences for January 5, 2026 excusal(s):
None.

12. OTHER COMMISSION BUSINESS

- a. OLD BUSINESS
- b. NEW BUSINESS
 - 1. Consideration and Approval of Interlocal Agreement for Polk County Water Cooperative construction of pipeline components through the Bartow Executive Airport property.

13. RESOLUTIONS

14. COMMISSIONER COMMENTS

- a. GARY BALL
- b. LEO E. LONGWORTH
- c. TRISH PFEIFFER
- d. LAURA SIMPSON
- e. TANYA TUCKER

15. ADJOURNMENT

Please be advised that if you desire to appeal from any decisions made because of the above hearing or meeting, you will need a record of the proceedings and in some cases a verbatim record is required. You must make your own arrangements to produce this record. (Florida Statute 286.0105). The City Commission may continue the public hearing(s) to other dates and times as it deems necessary. Any interested party shall be advised that the date, time, and place of any continuation of these or continued public hearings may be announced during the hearing and that no further notices regarding this matter will be published. If you are a person with a disability who needs any accommodation to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk's Office at 450 N. Wilson Avenue, P.O. Box 1069, Bartow, Florida 33831-1069 or phone (863) 534-0100 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771. Posted at City Hall, Bartow Public Library, the City's website: www.cityofbartow.net and Facebook page on January 15, 2026.



PROCLAMATION

WHEREAS, In 1944, G. W. (Buck) Mann envisioned an agricultural show pavilion in this area of Florida and Bartow Chamber of Commerce Chairman W. H. Stuart and State Commissioner of Agriculture Nathan B. Mayo met and proposed a state, county and city effort to create regional livestock and crop pavilions for use as a place to hold fairs, shows, sales, and meetings for people in agriculture; and

WHEREAS, the response of the Polk County agricultural interests, supported by the Board of County Commissioners, the County School Board, the City of Bartow, and interested citizens was so wholehearted that plans moved rapidly toward the reality of such a facility located in Bartow; and

WHEREAS, the first “Polk County Youth Agricultural Show” was held in the City of Bartow in November 1947, and the Polk County Youth Fair continues to be held in Bartow to date; and

WHEREAS, From the beginning the concept of the Fair has been to provide a means for the youth of Polk County, in 4-H Clubs and in chapters of FFA and FCCLA to display exhibits of their projects, and to compete as individuals with one another and against the highest standards of perfection in a program “serving to promote the educational development of the youth of the county”; and

WHEREAS, The Polk County Youth Fair serves to encourage and foster an understanding and appreciation of quality and excellence in workmanship and to develop personal responsibility, dependability, and a strong work ethic in all Fair Participants; and

NOW, THEREFORE, I, Tanya Tucker by virtue of the authority vested in me as Mayor of the City of Bartow, Florida, do hereby proclaim January 23rd–31st, 2026 as:

POLK COUNTY YOUTH FAIR WEEK

in the City of Bartow and urge all citizens to support the efforts of the participating youth and volunteers engaged in the annual production of the Polk County Youth Fair and urge all citizens to promote youth development in personal responsibility and excellence in workmanship.

DATED at Bartow, Florida this 20th day of January 2026.

CITY OF BARTOW

By: _____
Mayor Tanya Tucker

ATTEST WITH SEAL:

By: _____
City Clerk Jacqueline Poole



Peace Creek Restoration at Wilson Preserve

Briefing for City of Bartow

PRJ105342 Wilson Ranch Reserve



Peace Creek Restoration at Wilson Preserve

(Berm, eroding streambank, no riparian cover)



Coordination Objectives

- Requesting construction access – e.g., letter of consent, access agreement
- Coordinating on fence installations and gates

Agenda Items

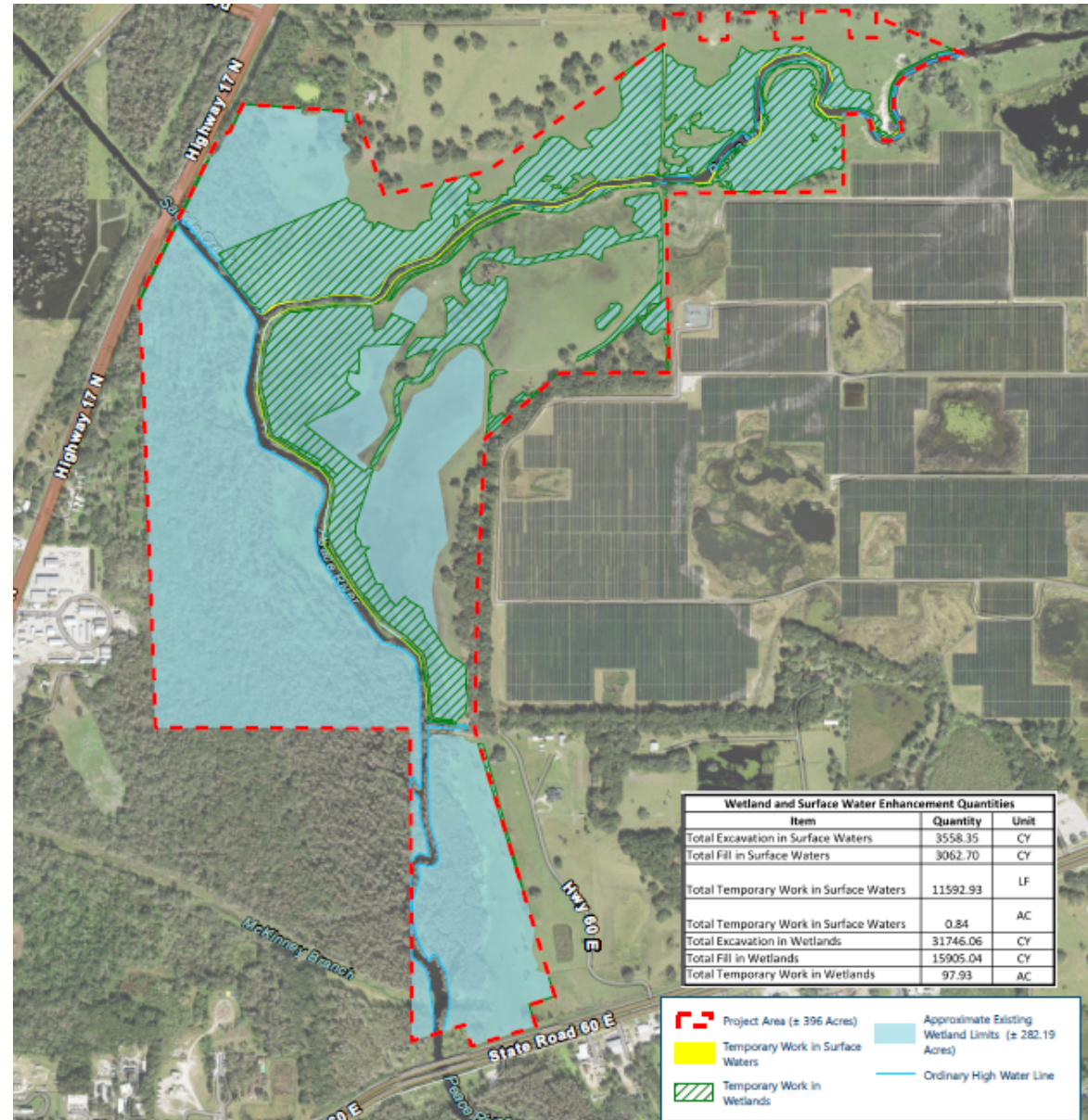
- Outline proposed project concept & benefits,
- Overview of project funding,
- Permitting status / regulatory context,
- “Construction Start” – site prep and mobilization work
- Construction Access, Fences, and Gates
 - Address intersection w/ City of Bartow properties + requesting access

Project Concept

- Bridge replacement - the existing, private, vehicular access bridge over Peace Creek will be replaced within the same footprint, 100ln. ft. or less
- Remove interior cattle fencing, install/replace perimeter fence
- Earth work to restore/ improve hydrology
- Remove upland berms
- Restore historic OXBOW channels
- Install rootwad revetments in river for erosion control
- Fill in existing agricultural ditches
- Bank stabilization
- Invasive/ exotic plant removal
- Planting of native wetland plants and trees
- Monitoring and maintaining for success
- Site placed under a conservation easement

Temporary Work in Wetlands and Surface Waters

- Regulatory agencies confirmed, compensatory mitigation is NOT required, given restoration and enhancement activities result in a net increase of wetlands and surface waters, as well as increase function of these habitat types onsite
- During the restoration and enhancement construction, 11,592.93 linear feet (LF) / 0.84 acres of temporary work in surface waters is proposed, along with 97.93 acres of temporary work in wetlands

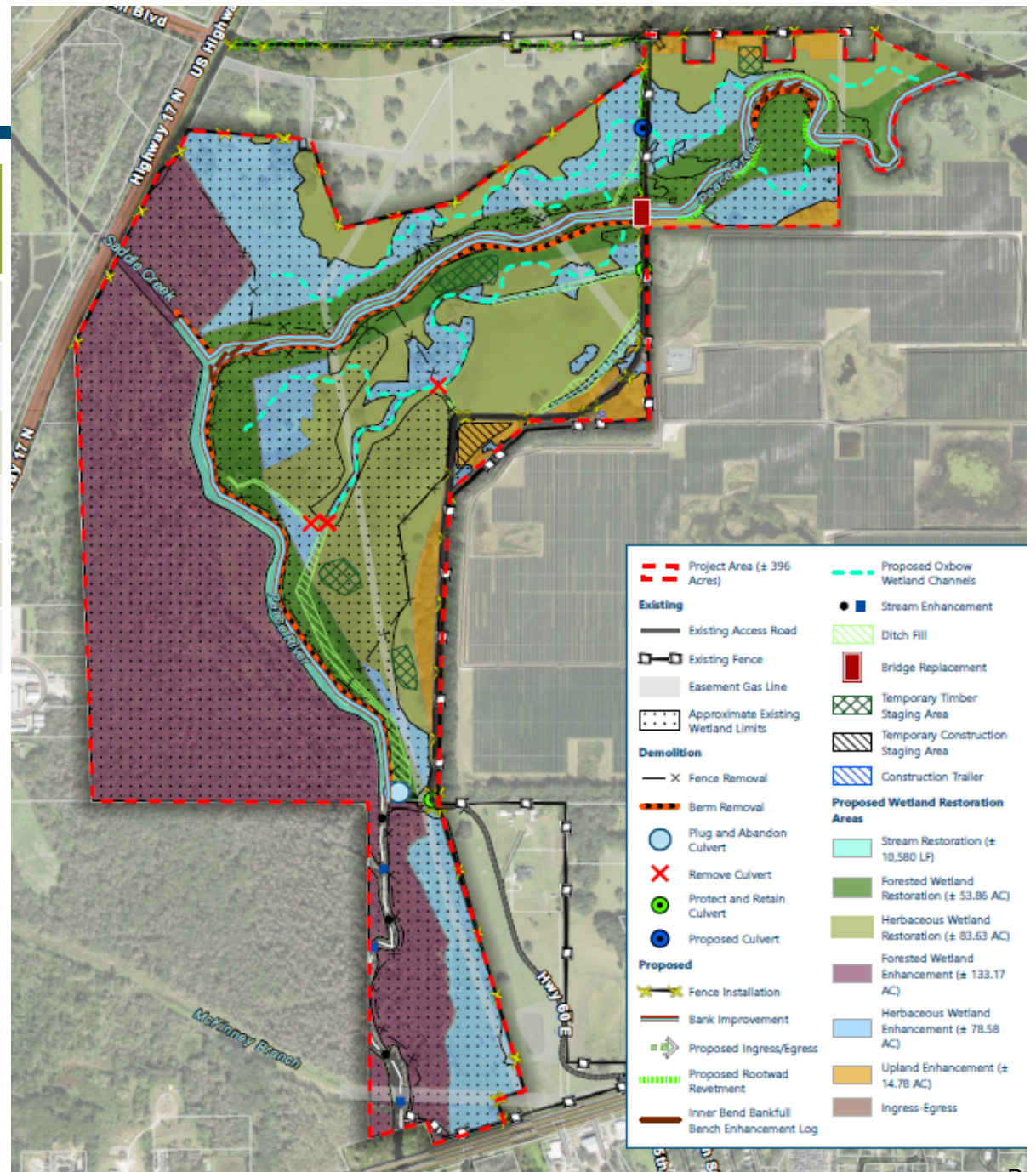


Project Concept

TARGET TYPE	RESTORATION (ACRES or LF)	ENHANCEMENT (ACRES)
UPLAND		14.78
HERBACEOUS	83.63	
HERBACEOUS		78.58
FORESTED	53.86	
FORESTED		133.17
STREAM	10,580	

Project Benefits

- **Water quality** – reduced nutrient and sediment loads
- **Flood resiliency** – increased water storage
- **Wildlife habitat** – increased habitat quantity and quality, restored native plant communities and removal of invasive/exotics



Peace Creek Restoration at Wilson Preserve

Project Funding

FUNDING SOURCE	PROJECT PHASE	AMOUNT	INVOICE PAID
FDEP Heartland Headwaters	PRE-DESIGN / PLANNING	\$1,500,000	Y
FDEP WQ Improvement Grant	DESIGN	\$1,500,000	N
FDEP WQ Improvement Grant	CONSTRUCTION	\$6,000,000	N
FL Senate / FDEP	CONSTRUCTION	\$2,000,000	N

Pre-Design / Planning & Design Phases: **FULLY FUNDED**

Total Construction Start / Mobilization Cost: \$5.5M

Total Construction Cost: \$25.6M

Total Post-Construction Cost: \$6.1M

Construction Funds Seeking: \$23.1M

Post-Construction Funds Seeking: \$6.1M



EDA FY25 Disaster Supplemental (federal);
FDAC + FDEP
private and non-profit funders

Permitting Status

	SWFWMD - ERP	USACE - NWP 27	USACE - NWP 3	FEMA No-Rise Cert
Pre-Application Meeting	5/15/2025	6/27/2024	12/9/2025	8/18/2025
Permit Application Submitted	8/14/2025	5/16/2025	1/26/2026**	8/26/2025
Site Visit with FWC & SWFWMD	11/14/2025	-		-
RAI #1 from Permitting Agency	9/13/2025	7/28/2025		TBD
RAI #1 Response from RES	1/23/2026*	8/4/2025		TBD

- *FDEP Notice of Intent filed – reflects a proposed construction start date of 2/16/2026*

*Anticipated RAI response submittal date for RES

**Anticipated USACE – Nationwide Permit 3 application submittal date for RES

USACE – Received concurrence from SHPO and Tribes, still waiting on final comments/concurrence from USFWS.

SWFWMD – Nov. 14th, FWC and SWFWMD staff on-site. Dec. 15th received a letter of FWC recommendations. Dec. 16th received DHR concurrence letter. Need to submit 1st RAI response.

Early Construction Activities

"Construction Start" / Mobilization Focus (2025/2026)

- Constructing trailer pad + installing construction trailer
- Remove cattle fencing
- Access road maintenance
- Site clearing + stockpiling key timber for bank stabilization
- Phase 1 of invasive mgmt.

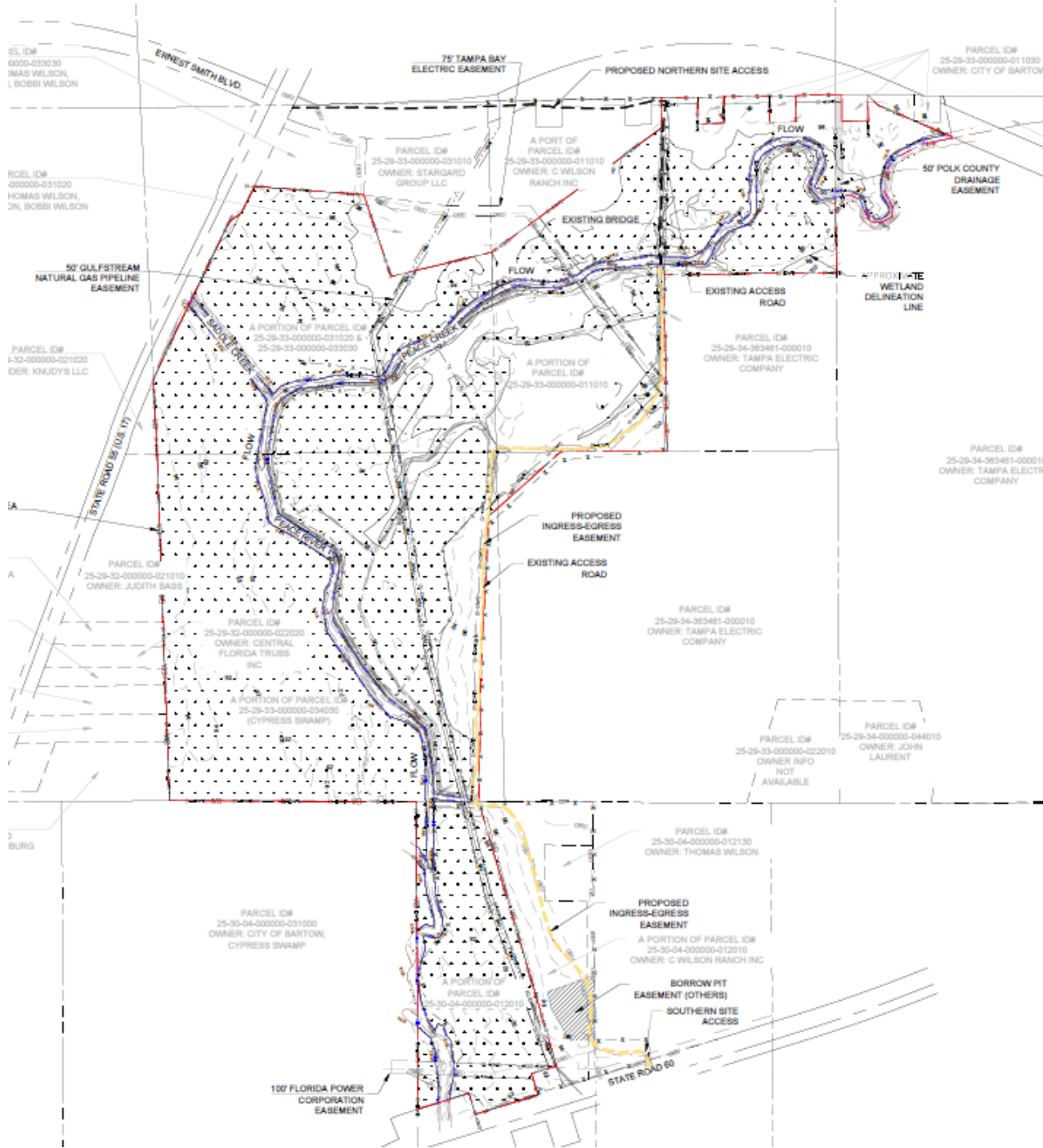
Construction Kickoff Event

- Groundbreaking event upon permit issuance
- Winter/Spring 2026

Construction Access, Fences, and Gates

Requesting construction access – e.g., letter of consent, access agreement

Coordinating agreement on fence installations and gates on property boundaries





Corridor Connections

Water, Wildlife and Trails





**COL. ZACHARY TAYLOR
TRAIL & CAUSEWAY**

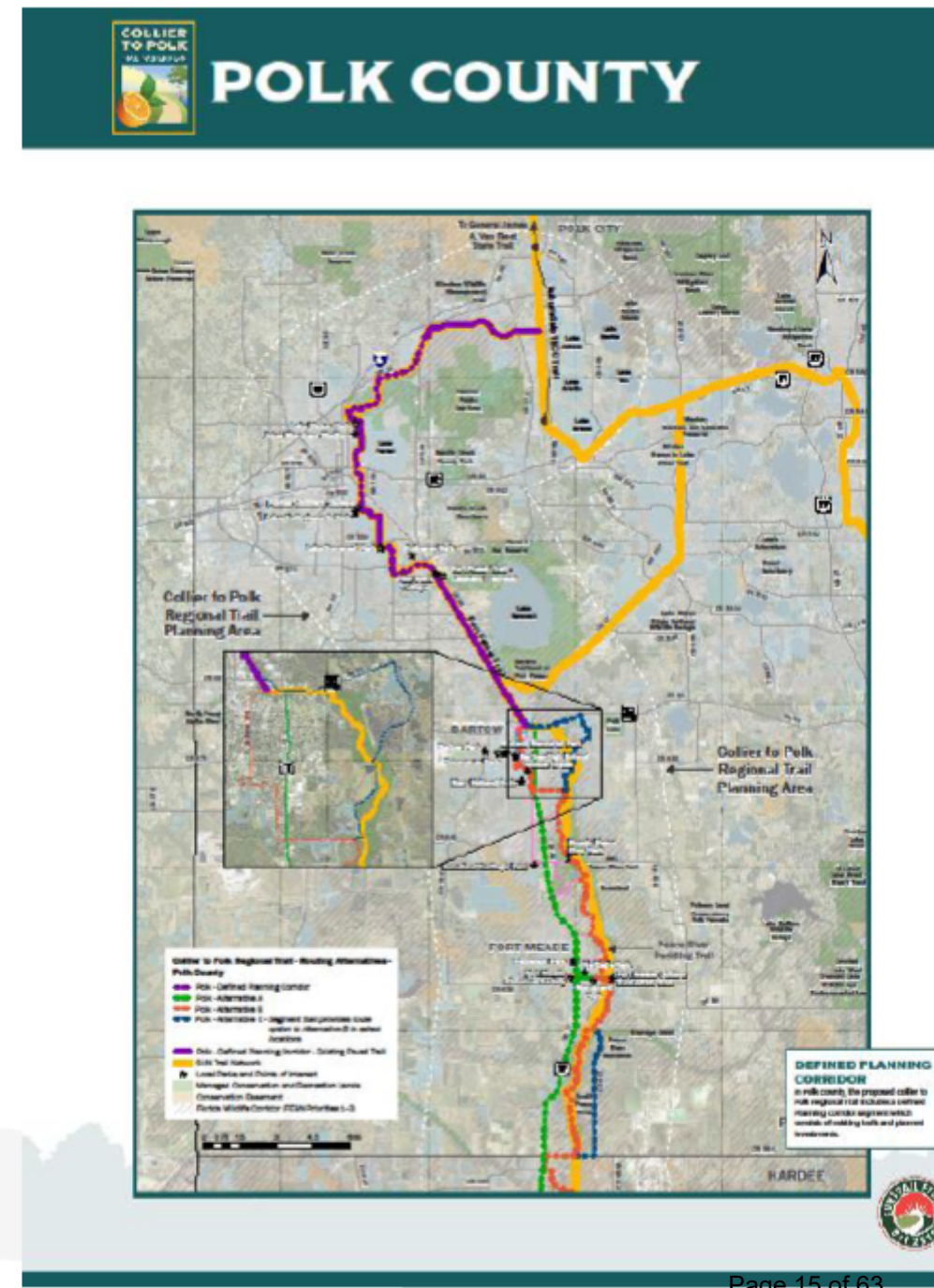
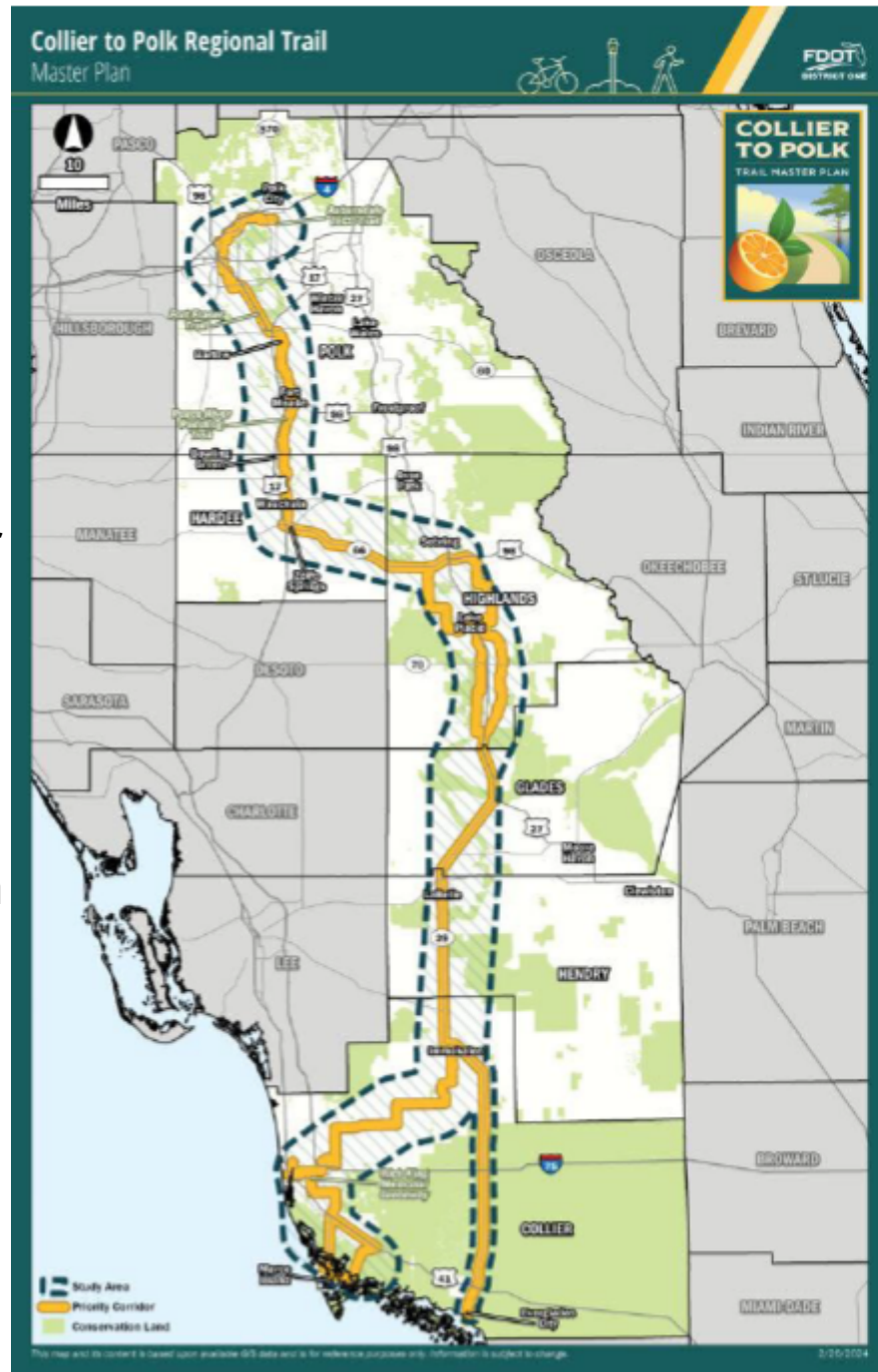
1812-1813

Col. Zachary Taylor, U.S. Army, was born on February 24, 1781, in Orange County, Virginia. He served in the War of 1812 and was killed in action at the Battle of the Clouds on September 30, 1814. The trail and causeway are named in his honor.

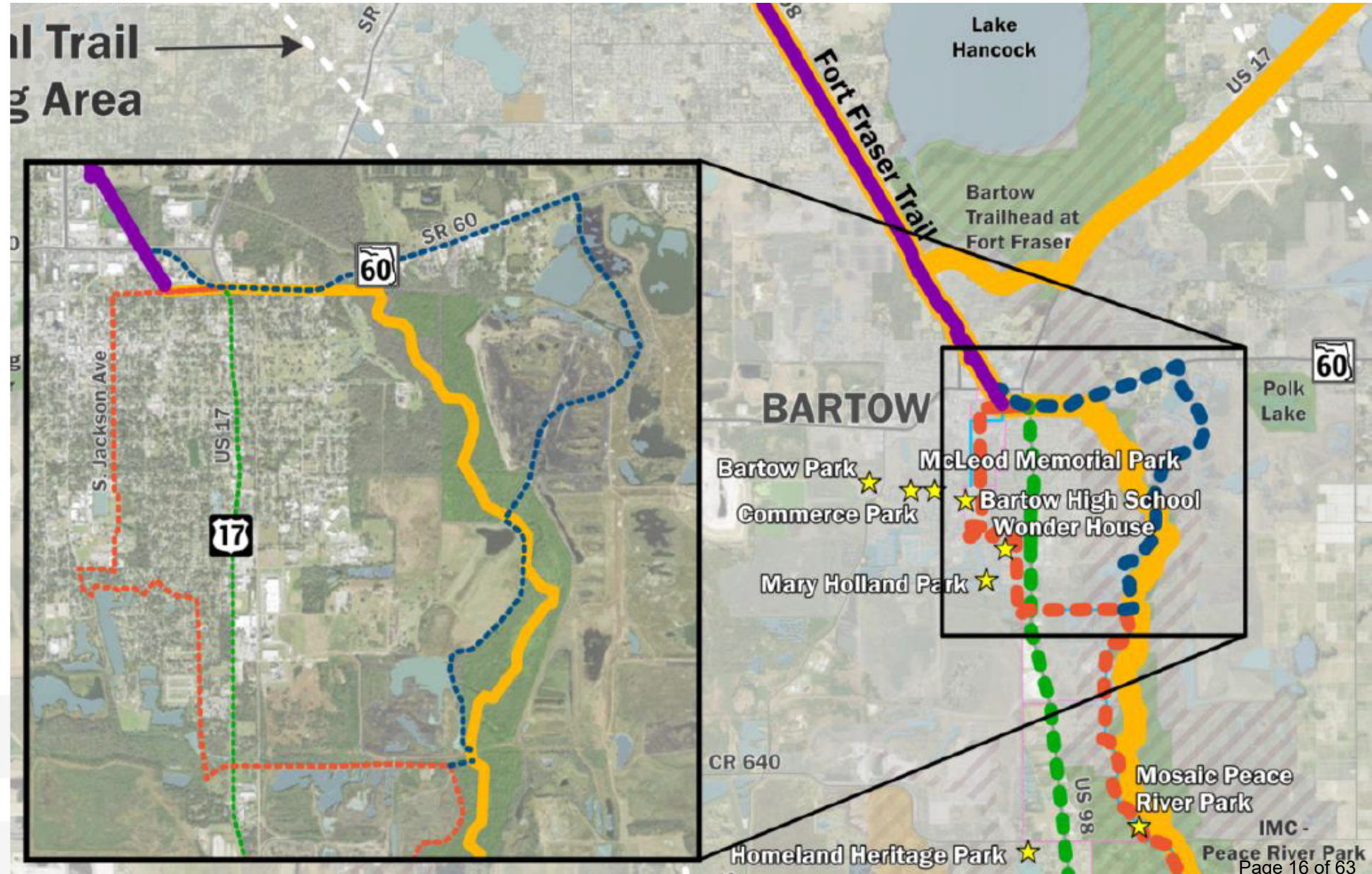
Regional Interest in Connecting

The Florida Heartland Regional Trail (previously known as Collier to Polk Regional Trail)

- Attracts national and international visitors
- Provide opportunities for economic and ecotourism development
- Showcase value of wildlife areas, ecology and natural resources
- Serve as a main corridor for critical links and trail connectedness



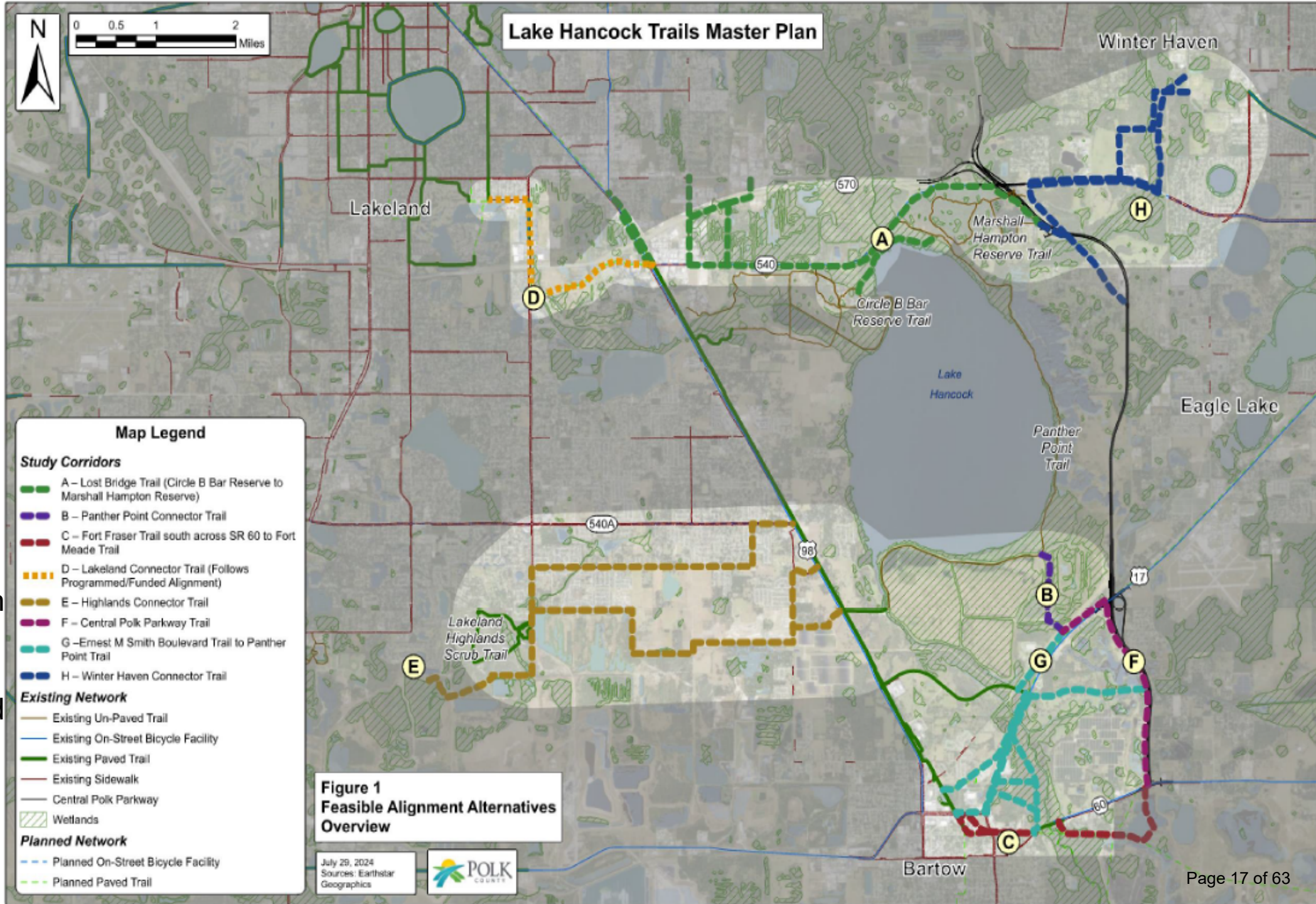
- SR 60
- Bartow:
 - Peace River
 - Jackson Ave
 - US 17



Lake Hancock Trails Master Plan

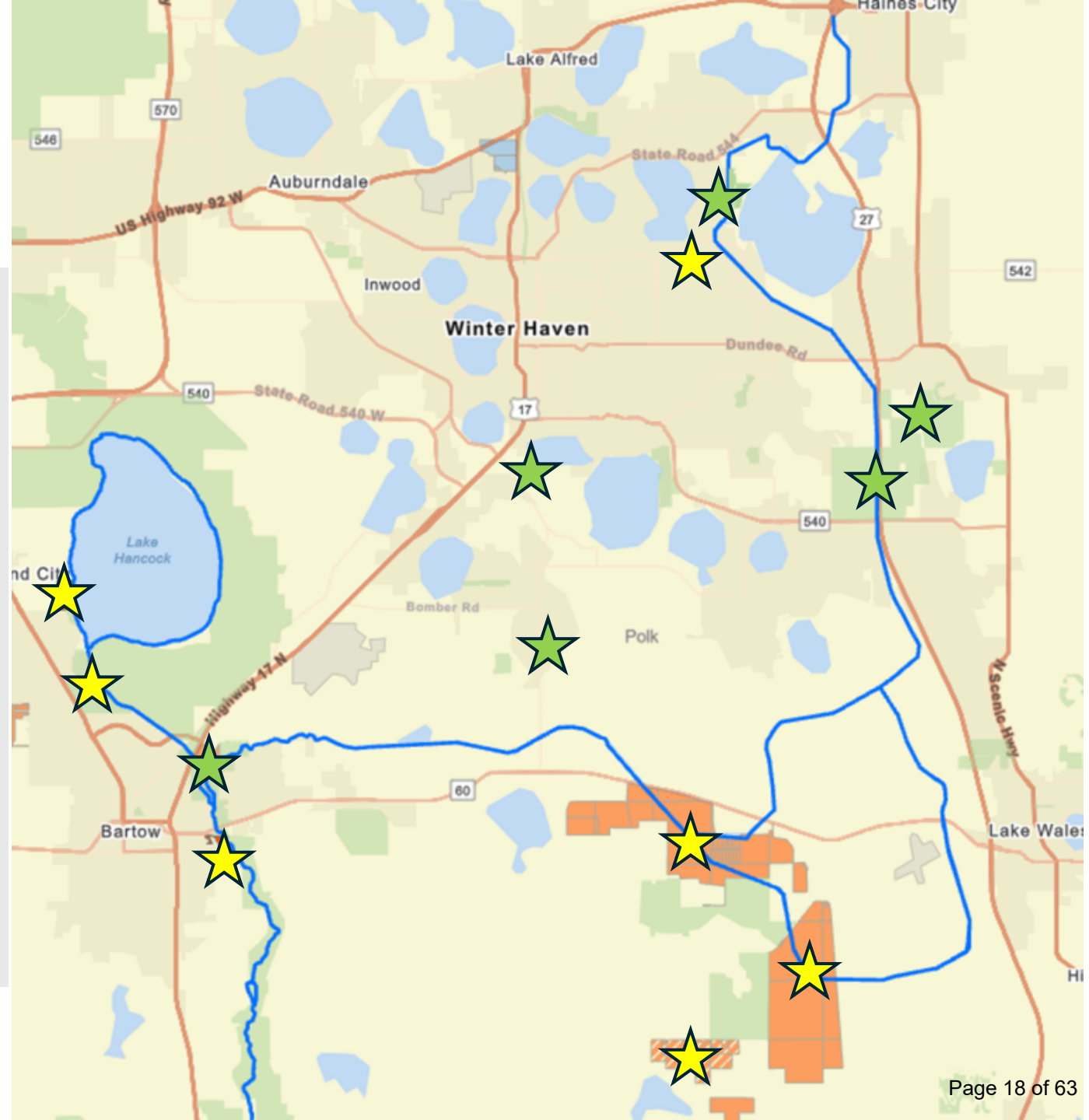
Completed December 2024

- Short-term (County CIP Projects)
- Medium-term (Grant application candidates)
- Long-term (Partnerships and transportation corridor projects)



Peace Creek Canal

- Identify and prioritize wetland rehydration with water quality improvement projects.
- Additional benefits include increase in the reliability of water in Polk County, provides areas for water storage, and flood protection in the Peace River Watershed.
- The project addresses resiliency and water quality improvement for a large landscape that provides opportunities to meet state and federal water concerns. Working with willing sellers, several projects have been identified, and design and acquisition are planned for FY26.



PROJECT NO.: 11

LOCATION: Peace Creek Drainage Canal, directly south of Old Bartow Lake Wales Road

CONCEPT DESCRIPTION: Concept 11 is a regional concept that proposes a canal control structure within the Peace Creek Drainage Canal, to allow for storage along the low lying areas adjacent to the existing canal.

PROJECT AREA: 597 AC

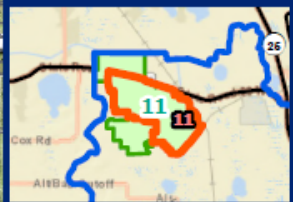
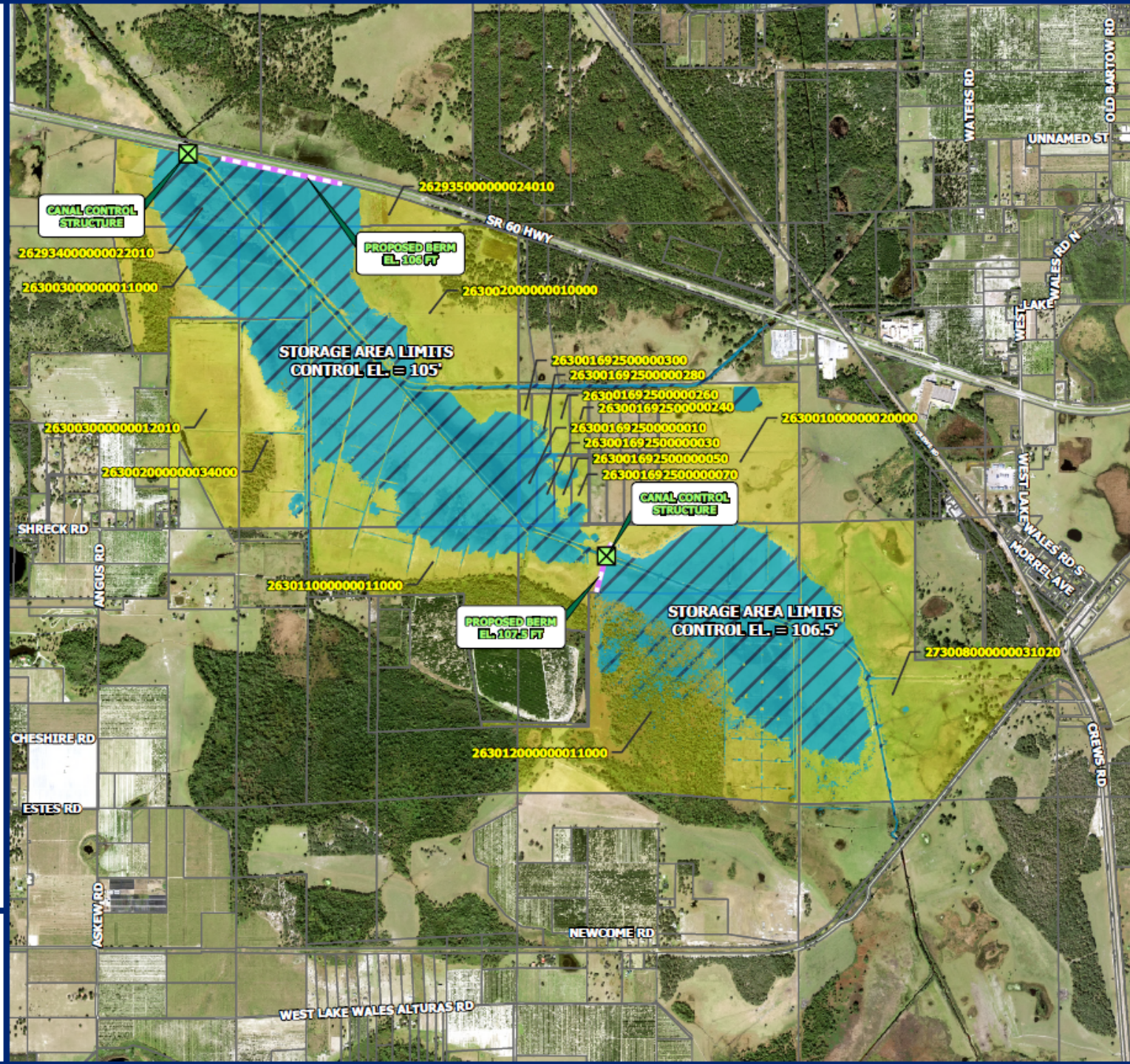
NO. OF PARCELS: 19

PARCEL OWNERS: 5

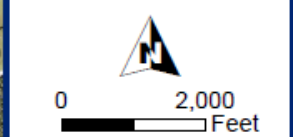
WATER STORAGE: 815 AC-ft

COST ESTIMATE: \$6,581,792 □

MAX STORAGE DEPTH: 2.75 ft



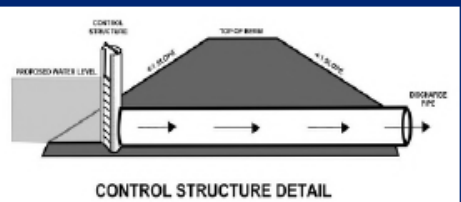
- LEGEND**
- STUDY AREA
 - FOCUS AREA
 - CONCEPT AREA
 - PARCELS
 - PARCELS TO ACQUIRE
 - PROPOSED IMPROVEMENTS**
 - CONTROL STRUCTURE
 - EXISTING BERM
 - FORTIFY BERM
 - BERM REMOVAL
 - STORAGE AREA



DATA SOURCES:
PARCELS: POLK COUNTY, 2021
WATERBODIES: POLK COUNTY, 2021
ROADS: POLK COUNTY, 2021
AERIAL: POLK COUNTY, 2020

Crooked Lake to Peace River Water Quality Assessment

**FIGURE 11
CONCEPT 11**



Trail Project Implementation Strategies

Overview

Lake Hancock Trails Master Plan

MAP LEGEND

Polk County Trail Opportunities

- Short-Term (County capital projects)
- Medium-Term (Grant application candidates)
- Long-Term (Partnerships and transportation corridor projects)
- Proposed Trailhead

Partner State Agency Trail Opportunities

- Current Projects and Studies
- Proposed by This Study
- Future SUN Trail Connections

Long-Term Trail Opportunities

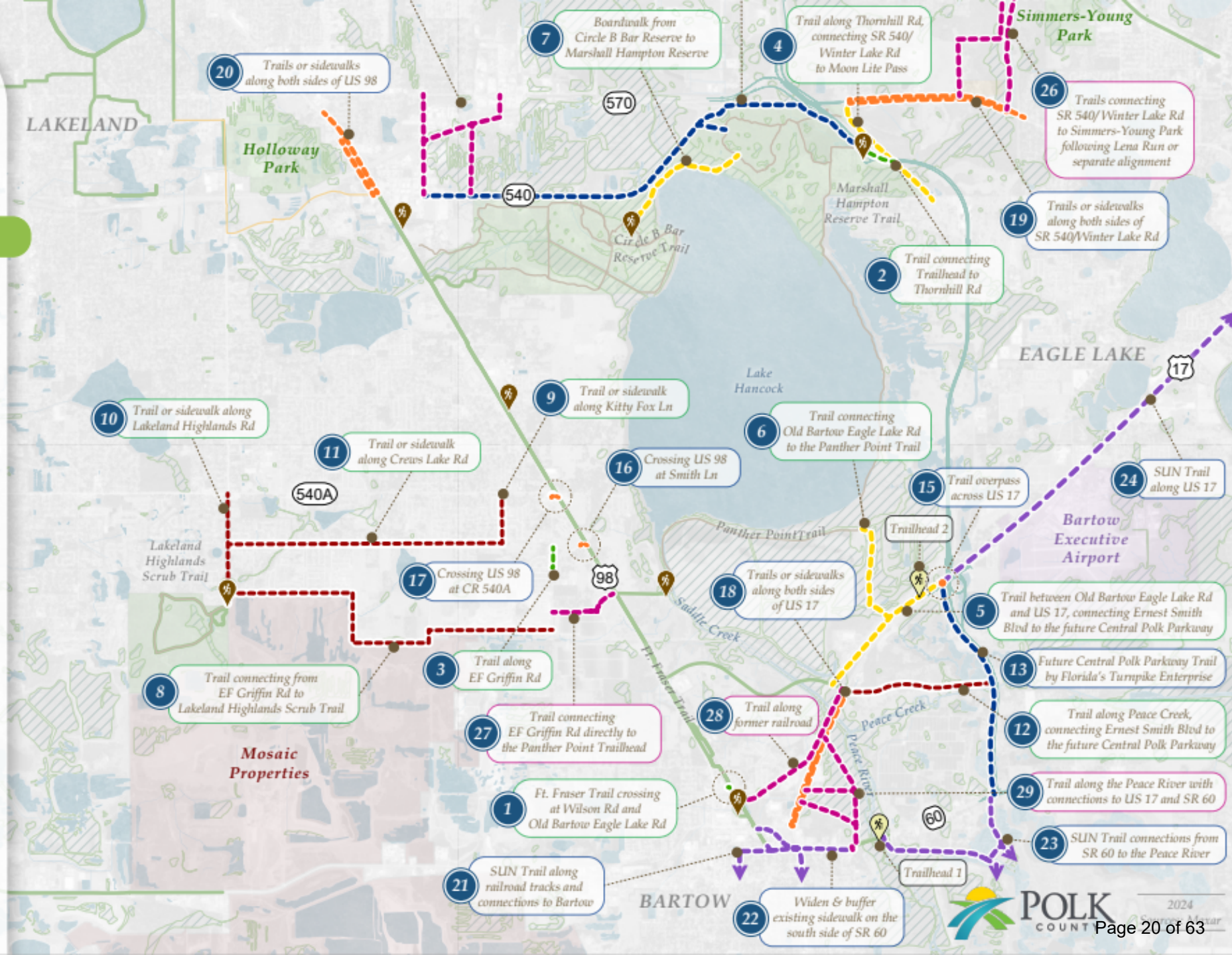
- Trail Opportunity Corridor

Existing Network

- Existing Unpaved Trail
- Existing Paved Trail
- Existing Trailhead

Other Corridors

- Future Central Polk Parkway
- Lakeland Connector Trail (Under Construction 2024-2025)





City of Bartow

CITY OF BARTOW

CITY COMMISSION REGULAR MEETING

MONDAY, JANUARY 5, 2026, AT 6:00 P.M. (EST)

OR AS SOON THEREAFTER AS POSSIBLE

BARTOW CITY HALL – COMMISSION CHAMBERS

450 N. WILSON AVE, BARTOW, FL 33830

MINUTES

The City Commission of the City of Bartow met at a Regular Meeting on January 5, 2026, at 6:00 p.m. at the Bartow City Hall, Commission Chambers, 450 N. Wilson Avenue, Bartow, FL 33830. Notice of this meeting was posted at City Hall, Bartow Public Library, and on the City’s website www.cityofbartow.net and Facebook page on December 31, 2025

1. CALL TO ORDER

Mayor Tucker called the meeting to order at 6:05 p.m.

City Clerk Poole called the roll; attendance was as follows:

Commissioners Present: Commissioner Gary Ball, Commissioner Leo E. Longworth, Commissioner Trish Pfeiffer, Vice Mayor Laura Simpson and Mayor Tanya Tucker.

Commissioners Absent: None

Staff Members Present: City Attorney Sean Parker, Asst. City Manager Tracy Miller, Finance Director Peter Lear, PRCA Director Jason Hargrove, Asst. PRCA Director Kyle Lasek, Fire Chief Jay Robinson, Police Chief Stephen Walker, Captain Luke Hauser, Accreditation Specialist Kathryn Jones, Customer Service Manager Shawn Gelissen, Communications Director Laurie Hayes, Electric Utilities Director Michael Poucher, Water/Wastewater Utilities Director John Hall, Asst. Electric Engineer Brent Fockle, Utilities Director Tony McDuffie, Transportation Manager Jeff Barr, Purchasing Manager Danielle Rose, Code Compliance & Neighborhood Services Director Tray Towles, Officer Paul, Administrative Assistants Natasha Renteria & Martha Lewis, Groundskeeper Tommy Wheeler, and City Clerk Jacqueline Poole.

2. INVOCATION

Rev. Jerome Davis, St. Johns Missionary Baptist Church gave invocation.

3. PLEDGE OF ALLEGIANCE

The Commissioners and audience gave the Pledge of Allegiance to the Flag of the United States of America.

4. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

- a. **Issuance of a proclamation recognizing January 19, 2026, as Dr. Martin Luther King, Jr. and George H. Gause Day in the City of Bartow. Being accepted by Mrs. Cheri Kelley, representing the Bartow Deacons and Stewards Alliance.**

City Attorney Parker read the proclamation in its entirety.

Mayor Tucker presented the proclamation to Mrs. Kelley.

Mrs. Kelley, speaking on behalf of the Bartow Dickinson Stewards Alliance, expressed appreciation to the City Commission and City staff for their continued support of the annual Martin Luther King Jr./George Gause Parade and Festival. She announced that several events are planned as part of this year's celebration and invited everyone to participate in the festivities. She noted that the events will begin on January 16 with a Seniors Prom, followed by a "Glow Party" for children on January 17, and a Gospel Concert on Sunday, January 18, at First Providence Missionary Baptist Church in West Bartow, beginning at 5:00 p.m. On the holiday itself, the parade and festival will take place, with the parade starting at 12:00 p.m. at Truist Bank, proceeding along Main Street, L.B. Brown Avenue, and M.L.K. Boulevard, and concluding at Carver Recreation Center, where the festival will be held. Mrs. Kelley also requested that the Mayor present the proclamation on the day of the parade and festival, Monday, between 1:30 and 1:45 p.m.

5. **GENERAL PUBLIC COMMENT**

At this time, the Commission received comments from the public regarding matters not appearing on this agenda.

City Attorney Parker reminded all speakers addressing the City Commission that while making comments during any time set aside for public comments or public hearings to refrain from making any personal attacks, derogatory comments, commenting on any items in litigation or under investigation, or any other matters that do not fall within the purview of the City Commission. Public speakers are limited to three minutes. Yielding of time is not customary during public comments. General public comment is the public's chance to speak and be heard and is not a time typically for questions and answers. Refer to the agenda to seek the appropriate time to make comments. Speaker cards are located on the tables to the left of the room and with the City Clerk. Fill out the speaker card and give it to the clerk when you come to the podium. Before you begin your remarks, state your name and address for the record."

Mayor Tucker opened the public comment period.

Gerald J. Cochran, 1615 North St., Bartow. Mr. Cochran stated that in his opinion, the city's budget money is not being spent wisely but rather wasted. He referenced the \$3.3 million Park Improvement Plan, noting that while he recognized the need for parks, he questioned whether the city could afford such expenditures, especially when certain neighborhoods like his own appear neglected. He explained that in his neighborhood, children play in the streets because there are no parks or sidewalks. It took him many years to get just three streetlights installed so that residents could walk safely at night. He expressed frustration that, during the day, city employees are often seen cutting through their neighborhood, yet no improvements are made there. He emphasized that residents in his community pay taxes like everyone else but feel discriminated against and overlooked by the city. He added that he is tired of using his three minutes of public comment time at meetings to raise these issues without seeing results, and he believes it is wrong to limit citizens' speaking time. Referring to a recent presentation on poverty, he noted that the presenter defined poverty as earning less than \$67,000 per year. Mr. Cochran stated that most department heads and city commissioners are likely to make more than that amount, while his own Social Security income for the previous year was \$12,624, which he must live on and cover all expenses. He questioned whether any officials could live on that amount and suggested that using taxpayer money to raise salaries under such circumstances is a disgrace.

Marci Schiller, 690 E. Stanford St., Bartow. Mrs. Schiller shared that she and her husband are celebrating two years of living in Bartow this month. She noted that while City Hall has convenient recycling bins, she has not observed similar options at local businesses or community events such as Friday Fest or the Sci-Fi convention. She suggested that recycling and trash collection could be made more engaging, perhaps with creative bins designed like games or basketball hoops to encourage proper disposal. Mrs. Schiller mentioned that she frequently walks and bikes around the city and has noticed significant litter, comparing the situation to past decades when public awareness campaigns were more prominent. She commended the City's Parks and Recreation staff for their efforts, referencing an employee she saw picking up trash despite multiple unused cans nearby. She concluded by thanking City officials for their work and extended wishes for a happy new year.

City Manager Herr thanked Mrs. Schiller for her thoughtful comments and requested that her contact information be shared with Assistant City Manager Tracy Miller for follow-up.

With no further comments, Mayor Tucker closed the public comment period.

6. **CITY ANNOUNCEMENTS**

Commissioner Pfeiffer reported that this Friday evening, Main Street Bartow will host its popular Wine Walk event. Those interested in participating may contact Main Street Bartow or visit their Facebook page for event details and registration information.

Mayor Tucker stated that he had been asked to read a message into the record from citizen Lisa Peterson. Ms. Peterson expressed her appreciation to the Parks and Recreation Department for their outstanding service and responsiveness. She shared that she had an issue at the cemetery involving a cracked headstone and was impressed by how promptly and professionally staff addressed the matter. Ms. Peterson commended their hard work and dedication to the citizens of Bartow, noting that her family is very grateful for the assistance provided.

7. **REPORT OF CHARTER OFFICERS**

a. **CITY MANAGER COMMUNICATIONS**

City Manager Herr reported that staff plan to visit the new logistics company, KAG, which recently established operations near the RaceTrac location. He noted that he has followed the company's progress since it announced its plans to locate in Bartow during the entitlement process. KAG is a logistics company specializing in servicing highway trucks requiring repairs and related support. City Manager Herr explained that the company's location is strategic due to the volume of trucking activity in the area. He said staff intend to conduct a customer care visit with KAG soon. Participants will include the City Manager, Electric and Water Utilities Directors, Fire Chief, and the Customer Service Manager. The purpose of the visit will be to learn more about KAG's operations, discuss their reasons for choosing Bartow, and encourage their participation in the Bartow Economic Development Council (BEDC). City Manager Herr added that KAG's presence enhances the synergy between Bartow and Mulberry's industrial corridor along Highway 60, creating opportunities to strengthen economic messaging and promote the community.

1. **Employee Resource Group (A-Team) Update**

Asst. City Manager Miller gave an update on the A-TEAM. She stated the Employee Resource Group (A-Team) was established in the Summer of 2024 to serve as a liaison between staff and leadership and they have been involved in key initiatives such as the Bright Ideas Program, Wellness Program, Employer of Choice initiative, and employee recognition events. The A-Team is an employee-led, leadership-endorsed committee focused on collaboration and advancing the City's strategic priorities under the mission "Building a better future for employees." At the December 18, 2025, meeting, members completed an updated Charter clarifying member roles, participation, and structure. The meeting also included a values discussion led by Dr. John Daly, resulting in a draft "Bartow One Team" values statement emphasizing collaboration, resilience, and community service. Lastly, she said A-Team will contribute to the City's upcoming strategic planning process and that recruitment to fill open committee positions begins January 2026, expanding membership to 23 employees serving staggered two-year terms to ensure departmental representation.

Commissioner Pfeiffer asked if the A Team was changing.

Asst. City Manager Miller said there currently have 17 members. One of the key goals of this assessment was to strengthen member commitment through a more formal process. Of the 17 members, about 10 are original, while others have rotated over time without following a structured replacement process. We want to improve that by establishing an internal recruitment system to encourage participation in a more organized way. That effort is already producing results we may even have a new prospective member in the audience today. Our overall objective is to ensure fair and broad representation across the organization. One ongoing challenge is scheduling: our administrative staff can generally participate during the day, while our field staff cannot. We're working to adjust meeting times to maximize participation from both groups.

Commissioner Pfeiffer thought it was a valuable board. She asked if the updated member list could be shared with the Commissioners once finalized.

Asst. City Manager Miller stated that she would share the information and that the Commissioners would likely receive updates on the team's activities a couple of times each year moving forward. She recognized some of the members that attended the meeting.

City Manager Herr stated that he has been attending the A-Team meetings more frequently. He explained that the value statement was developed from discussions during one of these meetings, where each employee had the opportunity to share why they chose to work for the City of Bartow and what motivates them to stay. He described this meeting as one of the two most meaningful he has attended in his 40-year career in government, noting that participants spoke sincerely and without pretense. Their heartfelt remarks reflected the deep commitment to service among the men and women who make up the City's team, which, he said, is what makes Bartow such a strong organization.

2. **New Employee Orientation Program Update**

City Manager Herr provided background information on the development of the City's new employee orientation program, noting that it shares several elements with a similar initiative he helped establish at Polk County. He explained that, during his time at the County, leadership recognized that recruiting and retaining top talent required a shift in organizational culture. At the time, the County did not have a strong reputation as an employer. To improve this, the management team created an employee magazine to communicate the County's values, goals, and workplace philosophy to potential applicants. They also developed a comprehensive orientation process that included detailed checklists for supervisors, helping formalize

and strengthen the onboarding experience. He noted that while the City's program was not copied from the County's, it incorporates similar principles. He emphasized that Winter Haven also previously lacked a structured orientation program, but its new one is designed to be meaningful and engaging from the start. It introduces new employees to the City's mission, vision, and values, as well as key initiatives such as the "A-Team" and the "Employer of Choice" program. He added that many current department heads and leaders were promoted from within, alongside external hires, creating a balanced team.

City Manager Herr said for Bartow new employees the orientation will begin with an overview session at the departmental level, followed by a luncheon where department directors and City Commissioners will participate. This engagement reinforces transparency and helps new employees feel connected to the City's leadership and purpose. He cited research showing that if new employees do not feel valued and included within the first three months, the organization risks losing their engagement and commitment. While new hires bring intelligence, experience, and skills, it is their heart and enthusiasm and their sense of belonging that drive long-term success. He also explained that each new employee will be paired with a mentor or cohort, coordinated by Human Resources, to help them integrate smoothly, ask questions comfortably, and build relationships. The program will focus heavily on teamwork and organizational culture. Additionally, the orientation includes a history segment, inspired by the example set in Polk County. He credited former Winter Haven's Deputy City Manager Michael Stavres for emphasizing the importance of understanding the City's past and underscoring the idea that a community must understand its history to shape its future. City Manager Herr commended Asst. City Manager Miller, Human Resources Director Kercher, and consultant Connie Minich for their leadership and effort in developing the new employee orientation program.

Asst. City Manager Miller provided an update on the New Employee Orientation (NEO) Program. She explained that in January 2025, the City Manager authorized an agreement with F.O.R.T.E. Services to develop a formal onboarding program under the City's Employer of Choice Initiative and the Human Resources Policies, Procedures, and Guidelines adopted September 16, 2025. Working with F.O.R.T.E. Services and under the City Manager's direction, Human Resources has finalized a peer-led NEO program launching in January 2026. The program is designed to welcome new hires, communicate the City's mission, vision, and values, and provide essential information and resources to support long-term success with the City of Bartow. The program establishes two standardized start dates per month, beginning with a structured Day One orientation and concluding with the City Manager's New Employee Luncheon and city tour at month's end to promote engagement and integration into the organization. Day One includes departmental check-in, an HR overview, a People Map exercise, a working lunch highlighting Employer of Choice opportunities, completion of

onboarding paperwork, and IT setup, with employees returning to their departments by mid-afternoon. The City Manager's Luncheon and tour feature visits to the Polk County History Center and key City facilities, followed by lunch with the City Manager and leadership at Mulligan's. NEO sessions and corresponding luncheons are scheduled monthly from January through November 2026, with no session in December. In summary, the NEO program represents a strategic investment in workforce development, advancing the City's Employer of Choice goals while enhancing HR efficiency and employee engagement. The fiscal impact for FY 2025–2026 is \$10,000 in operating expenses.

Commissioner Pfeiffer asked if the organizational chart be a part of it so that the employees know who the Commissioners are. She also asked if there is an exit program because we really need to know why someone is leaving.

Asst. City Manager Miller said the organizational chart would be included in the program and that yes, there is an exit program.

City Manager Herr stated that the City conducts exit interviews but noted that participation in these interviews is voluntary. He explained that HR Director Kercher initiated this practice, and it has been occurring regularly. When issues arise from these interviews, they are brought to his attention, giving him the opportunity to review the matter and discuss it with the appropriate department head as needed.

Commissioner Pfeiffer commented that it is important to ensure employees participating in exit interviews do not feel intimidated. She noted that sometimes employees may not be fully forthcoming about the reasons for their departure, which can prevent the organization from addressing underlying problems. She emphasized the importance of creating a comfortable environment where departing employees feel encouraged to share candid feedback, as this information is vital to improving the City's goal of becoming an "employer of choice."

Asst. City Manager Miller commended HR Manager Kercher for her professionalism and thoroughness during exit interviews, noting that some have lasted two to three hours. She explained that the City uses these interviews to identify patterns, as employees may leave for a variety of reasons such as relocation or better career opportunities. She also reported that the City recently went live with payroll integration in NeoGov, which now allows the HR team to gather more detailed information about resignations and related data. Over time, this enhanced data collection will support updates to the "employer of choice" initiative and assist in developing key performance measures. She added that the City has also started tracking the number of new hires each month and is becoming more data-driven in its HR processes.

Commissioner Pfeiffer suggested that the Commission receive access to such data, as it could provide valuable insights and context about staffing trends.

Asst. City Manager Miller responded that the newly launched Transparency Dashboard provides monthly updates on hires, separations, and related HR metrics. She noted that the dashboard is automated, continuously updated, and serves as the Commission's primary source for this type of information.

Commissioner Pfeiffer responded to Mrs. Schiller's public comment regarding recycling, stating that it would be beneficial for the City to share more recycling tips through its various communication channels such as the City's website or social media. She suggested that featuring brief interviews with residents who actively recycle, like Mrs. Schiller who could help illustrate why recycling matters and serve as a good reminder for the community. She noted that the City Manager serves as a strong spokesperson on this topic and encouraged keeping recycling awareness visible and ongoing. She also mentioned that Republic Services operates the City's Class III landfill and expressed appreciation that Bartow continues to recycle while the County does not. She emphasized the importance of continuing to remind citizens why recycling is valuable and to avoid contaminating recyclables with regular trash, as this remains a common issue.

3. **Presentation of \$3.3M Parks & Recreation Improvements Update — Jason Hargrove Parks, Director of Parks, Recreation & Cultural Arts**

For Mr. Cochran's reference, City Manager Herr explained that the \$3.3 million used for park and recreation improvements was drawn from approximately \$16 million in reserve funds that had been built up under the previous city manager. The current City Commission, which at the time included Commissioners Githens and Adams, decided to allocate a portion of those reserves for capital projects. As City Manager Herr noted, reserves are considered "one-time money," meaning they do not replenish annually unless additional funds are set aside from operating surpluses. Upon his arrival, he and Parks and Recreation Director Hargrove assessed the city's parks and received numerous citizen requests for improvements. Together, they developed a spending plan that dedicated \$3.3 million of the reserve funds to address both immediate and long-term needs in the park system. City Manager Herr commended the parks and recreation team for their effective execution of the plan, emphasizing that success required knowledgeable staff, competent contractors, and a strong procurement process to ensure competitive and efficient project delivery. He further noted that during a recent staff meeting, the city reaffirmed its commitment to ongoing park maintenance by incorporating additional funds, approximately \$100,000, into the annual budget for upkeep. He emphasized that the City must continue to invest in its facilities to sustain recent progress and leave the organization in a better condition for the future, expressing pride in the accomplishments and

optimism for continued success, particularly highlighting improvements at Richland Manor.

Parks and Recreation Director Hargrove reported that the \$3.3 million investment supported improvements across multiple parks citywide. The multi-year initiative, among the most comprehensive in recent history, focused on enhancing safety, facility quality, and community enjoyment. He stated that the upgrades demonstrate the City's commitment to maintaining modern, safe, and inclusive recreational spaces for residents and visitors alike. He stated that the Parks and Recreation team performed at a top level in implementing and completing their projects within two years. He explained that when he hired the Asst. Director, he had a long list of projects ready and made it clear during the interview that the position would be very busy. He kept true to that promise and acknowledged that his frequent requests for project updates likely became tiresome, but Asst. Director Lasek and his staff consistently stayed on top of their work. He expressed his appreciation to Mr. Lasek and his team for their dedication, as well as to all other City departments whose collaboration made these projects possible.

PRCA Asst. Director Lasek then presented a two-year project update, highlighting key accomplishments across multiple city parks and facilities. He noted that while some smaller projects were not depicted in the visual presentation, their costs and impact were included in the overall totals. He began with improvements at Polk Street Park, where the basketball court received new goals, both dugouts and concession stands were repainted, and wooden coverings were replaced with insulated aluminum panels. Plans are underway to upgrade the backstop fencing. At the Martin Luther King Jr. Park, a new restroom (one of seven installed citywide) was added near the gazebo along with an outdoor grill, enhancing the park's appeal as a community gathering space. At the Bartow Civic Center and Pittis Park, some of the earliest projects included replacing outdated lighting with energy-efficient LED fixtures and renovating the Civic Center kitchen to provide a full-service catering setup. Eight tennis courts were resurfaced, poles repositioned for safety, and bleachers upgraded with insulated panels for better comfort. He noted that while some projects exceeded budgets, others came in under cost, with overall financial balance achieved across the \$3.3 million program. At the Carver Recreation Center, improvements included new AC units, upgraded fire alarm panels, interior painting, roof replacement, and new playground platforms. The kitchen and Christine McCoy Room were also refurbished with new flooring, cabinets, and paint. At the Bartow Sports Complex, enhancements included an upgraded RC track, perimeter fencing, and a new pole barn constructed with Public Works assistance. The football field also received new fencing and goalposts. At Mary Holland Park, updates focused on cosmetic and functional improvements such as new picnic tables, playground surfacing, pavilion painting, and an additional restroom facility. Summerlin Park received major improvements including a resurfaced basketball court with a fiberglass mesh reinforcement layer for durability and

new fencing for safety. Across all facilities, seven new restrooms were added, including those at Mosaic, MLK, Carver, and downtown Bartow with the downtown restroom noted for its visibility and lighting. PRCA Asst. Director Lasek highlighted the transformation of Richland Manor Park, which now features a new playground for ages 3–5, four pickleball courts, one tennis court, and a restroom with a pavilion and bottle-filling water fountain. He invited the community to attend a celebration on January 10 from 11:00 a.m. to 1:00 p.m. to mark the project’s completion. Financially, he said the total cost for all projects was \$3.659 million, with some reimbursements due back to the CRA due to overfunding. Those funds will be reallocated for further improvements at the Polk Street Center.

Director Hargrove clarified that the funds would be returned to the CRA, but they will be reinvested into other areas of need within the City parks facilities.

Asst. Director Lasek concluded by outlining upcoming projects for 2026. These include development of a skate park (funded within the current CIP budget), a pump track at Mary Holland Park (pending approval of a \$200,000 matching grant through the FRDAP Grant program), a new cart barn at the golf course to improve battery safety, and an all-inclusive playground at McLeod Park (to be supported through an FRDAP grant). Additionally, lighting improvements at the Carver Recreation Center multipurpose field will be pursued through CDBG funding.

Director Hargrove confirmed that the skate park and cart barn will move forward under the current budget year, while the pump track and inclusive playground depend on grant approval expected in July 2026.

Vice Mayor Simpson said she remembers visiting these parks as a child and later watching them deteriorate as her own children played there. She expressed gratitude that today’s children have even greater opportunities than she had growing up. She described the improvements as “astounding” and thanked City staff for their commitment to families and the community, noting how proud she is that these parks are now places to take children and showcase the City. She asked if the restroom at Mary Holland Park had been completed.

PRCA Director Hargrove responded that a walkthrough with the contractor took place last week, and several items on the checklist still needed correction before final acceptance. He said the contractor is currently addressing those issues.

Commissioner Pfeiffer asked if the pump track design shown in pictures is the final version, noting it looked impressive.

Director Hargrove said they will do everything possible to match the design, though due to the site layout, some areas may be slightly separated. They will, however, strive to keep the appearance consistent with the design.

Commissioner Pfeiffer then asked when the handicap-accessible swing will be installed.

PRCA Asst. Director Lasek said the swing was ordered before the manufacturer's holiday shutdown, and delivery is expected in early February. He will provide an update once more information is available.

Commissioner Longworth commended staff for the excellent work accomplished over the past few years, particularly the aesthetic improvements, noting that the MLK Park area looks much better. He asked whether the City is pursuing the vacant lot adjacent to MLK Park or if the owner has given permission for City use or access, suggesting the City consider acquiring it.

Director Hargrove said he previously discussed the matter with the City Attorney as something to explore and would speak with the City Manager to determine whether to move forward with it.

In closing, Director Hargrove reflected on the completion of the \$3.3 million project, acknowledging that when he was first appointed PRCA Director, the City Manager tasked him with developing a list of needed park improvements. The City Manager later decided to complete all the projects at once and "do it right the first time." Director Hargrove said that philosophy has guided his department and others throughout the City. He thanked the City Manager for his leadership and the Commission for approving and supporting the project. He expressed pride in the improvements, noting the successful grand opening of Richland Manor Park, which will now attract pickleball and tennis players. He joked about challenging the City Manager to a pickleball match to celebrate the new courts. Director Hargrove concluded by thanking the Commission for their support and reaffirmed his department's commitment to maintaining the parks to a high standard.

Commissioner Ball reiterated the commissioners' comments relating to the success and completion of the improvements.

4. **FY 25-26 Community Development Block Grant (CDBG) Projects Update — Howard Smith, CRA Director, Billy Groover, Public Works Director & Kyle Lasek, Parks & Recreation Manager**

CRA Director Smith explained that approximately two years ago, the City Manager asked him to assist with strengthening the City's overall Community Development Block Grant (CDBG) process in coordination with the Grants Administrator. About eleven months ago, in February, the City Commission

approved the FY 2025–2026 CDBG funding allocation for two projects, which he would be providing an update on during the meeting. Public Works would discuss Project SAFE (Sidewalk Accessibility for Everyone), and the Parks and Recreation Department would provide information on the lighting project at Carver Recreation Center. He gave an overview of the CDBG program, noting that these federal funds may be used for housing rehabilitation, public facilities and infrastructure improvements (such as streets, sidewalks, water, and sewer), and public service projects like job training programs or senior services in low-to-moderate-income census tracts. CDBG funds may also support property acquisition and project implementation in areas with abandoned or underused properties, allowing for redevelopment opportunities. He noted that all CDBG-funded projects must meet the U.S. Department of Housing and Urban Development (HUD) national objectives, which include benefiting low-to-moderate-income persons, eliminating slum and blight, or addressing urgent community needs. Although CDBG efforts primarily target low-to-moderate-income areas, they may also support certain citywide improvements to streets, sidewalks, and parks. For FY 2024–2025, the City received an allocation of \$214,013, approved by the Commission, designated for Project SAFE and the Carver Recreation Center lighting improvements. Project implementation will be coordinated by Parks and Recreation, Public Works, and the Polk County Neighborhood and Housing Development Services Office to ensure compliance with all program requirements. He outlined key compliance guidelines, explaining that CDBG funds are disbursed to the City on a reimbursement basis. All projects must adhere to the City’s procurement policies, including Requests for Proposals (RFPs), and comply with federal regulations such as Section 3 and Davis-Bacon Act requirements. These standards ensure that contractors and subcontractors are paid prevailing wages consistent with state and federal guidelines. Polk County Housing and Neighborhood Development monitors compliance to confirm proper wage payments and program adherence. Additionally, all solicitations, contracts, awards, and expenditures must meet Polk County’s grant administration and reporting standards before reimbursement can be requested. Monthly project reports are submitted to the County detailing progress and compliance. He emphasized that beyond the technical and regulatory aspects, the goal of the CDBG program is to create meaningful community impact. The funded projects will improve public infrastructure, safety, and quality of life in designated service areas. The sidewalk improvements under Project SAFE will enhance pedestrian connectivity and accessibility, while the Carver Recreation Center lighting upgrades will allow extended use of the facility for community activities and events. He concluded by noting that this presentation required no formal action by the Commission and that he will return in February to present new projects proposed for the FY 2026–2027 CDBG funding cycle.

Transportation Manager Barr gave a presentation on Project SAFE (Sidewalk Accessibility for Everyone). The initiative aims to construct new sidewalk and curbing improvements along Golfview Avenue, from Georgia Street to Martin

Luther King Jr. Boulevard, utilizing Community Development Block Grant (CDBG) funds. The proposed project includes the installation of approximately 2,200 linear feet of new sidewalk within the designated CDBG area. The total project budget is \$201,413, funded through the FY 2024–2025 and FY 2025–2026 CDBG funding cycles. He explained that the project's objectives align with the CDBG national goals, including enhancing infrastructure in low and moderate-income neighborhoods, promoting pedestrian safety and accessibility, and supporting community revitalization. The improvements will upgrade deteriorated sidewalks, replace cracked or sunken areas, and include ADA-compliant curb ramps with tactile warning strips at intersections. The sidewalk design will follow standard specifications of a 5-foot width, 4-inch concrete thickness (increasing to 6 inches at driveways), and reinforced concrete construction for durability. New concrete curbing will provide drainage support and structural integrity while ensuring full ADA compliance.

Expected benefits include:

- Improved pedestrian connectivity and mobility.
- Reduction in pedestrian-vehicle conflicts and accident risks.
- Compliance with all federal, state, and local safety standards.
- Enhanced neighborhood aesthetics and accessibility.

Transportation Manager Barr said the project timeline included the submission of the proposal to Polk County Housing and Neighborhood Development on March 13, 2025. This will be followed by an RFP announcement in April 2026, project award in May 2026, and anticipated construction commencement in July 2026.

In response to Commissioner Longworth's question regarding location and placement, Transportation Manager Barr confirmed that work is planned along the east side of Golfview Avenue, beginning at MLK and progressing southward as funding and bid results allow. The existing sidewalk on the east side, currently in poor condition, will be torn out and replaced, with driveway approaches reconstructed to meet ADA requirements and maintain uniform elevation.

PRCA Asst. Director Lasek explained that the second part of the Community Development Block Grant (CDBG) program was divided into two separate projects this year. Public Works received the maximum funding they requested, and the City plans to contribute the remaining funds for this project to supplement what CDBG does not cover. He described the project as straightforward: the existing lights and poles at the Carver Recreation Field are no longer functional. The project will restore field lighting by running new three-phase electrical service from the recently constructed restroom facility to all eight light poles and installing new light fixtures. The fixtures themselves are being repurposed from the former 555 Sports Complex, resulting in cost

savings. Photos of the current field and lighting equipment show the outdated condition of the existing posts. The planned improvements include installing four 1,500-watt light fixtures and one ballast box on each of the eight poles, using renovated fixtures and boxes from the 555 Sports Complex. Additionally, the project will include construction of a 1,200-amp, three-phase 120/240-volt service and installation of a Hoffman box with four 60-amp lighting contactors located next to the service panel. The total project cost is estimated at \$52,000, with approximately \$29,000 funded through CDBG and the remainder has already been budgeted by the City.

Mayor Tucker asked whether the City's Electric Department would assist with the installation or if an outside company would be hired.

Asst. Director Lasek responded that the work will be put out as a bid as required under CDBG's formal bid process.

Commissioner Longworth inquired about field usage specifically how often the field is requested and who the current users are.

Assistant Director Lasek stated that three primary user groups currently request use of the field, including the PRCA itself. Restoration of the lights will allow for extended programming during periods when daylight is limited, such as football or soccer practices in the late afternoon and evening hours. The field will also support informal community use, enabling families or individuals to play recreationally after dark. In addition, the field serves as the only City facility large enough to accommodate 60-foot mounds and 90-foot bases, which allows it to support baseball practices that cannot be held elsewhere. The facility will continue to serve multiple recreational purposes and accommodate local organizations, including youth football and baseball programs.

Commissioner Longworth commented that he supports the project, noting it is worthwhile enhancements for the complex.

5. **Update on Body-Worn Cameras and Red-Light Cameras Programs — Stephen Walker, Chief of Police**

City Manager Herr reported that prior to the holidays, the City was pleased to announce the hiring of Kyle Dowdy, currently serving as Deputy Chief of Police for the City of Farmington, New Mexico, to join the Bartow Police Department as a Deputy Chief of Police. He explained that, after consulting individually with the Commissioners and in coordination with Chief Walker, it was determined that establishing two Deputy Chief positions would strengthen the department's structure and stability. He noted that with a younger police force, it is important to surround newer officers with experienced mentors and leaders who are effective teachers, good listeners, and deeply understand police operations and organizational development. He

added that these new positions will enhance the leadership team's capacity, build upon Chief Walker's strengths, and create future opportunities for advancement within the department. Regarding Mr. Dowdy's qualifications, Herr stated that he has extensive professional experience with the City of Farmington and holds an associate degree in Business Administration, Analysis, and Accounting; a bachelor's degree in marketing; and a master's degree in criminal justice from New Mexico State University. He has also earned two graduate certificates in History from Western New Mexico University and a certificate in Criminal Justice from the University of Virginia. He noted that Mr. Dowdy is highly skilled in tactical operations, strategic planning, and community engagement, and brings valuable cultural and leadership experience from his service in a diverse community setting. He further announced the hiring of Darrell Wilson as a second Deputy Chief of Police. Mr. Wilson, a Bartow native and Bartow High School graduate, has more than 22 years of law enforcement experience with the Plant City Police Department, where he advanced from officer to supervisory role overseeing support services, including the communications center. Herr highlighted Wilson's strong background in investigations, particularly arson investigations and his leadership role in the Bureau of Insurance's Chief Financial Officers group. He emphasized that Mr. Wilson's extensive experience, mentoring abilities, and credibility with the State Attorney's Office will strengthen the department's investigative functions, improve case clearance rates, and support the City's ongoing commitment to public safety. Both Deputy Chiefs will start on January 26, a swearing in ceremony will be held January 29 at 3:00 p.m. in the Commission Chambers.

Chief Walker reported that the Police Department has implemented both the body-worn camera and in-car camera programs. He introduced Accreditation Manager Kathryn Jones who has led the implementation process. Chief Walker noted that practical demonstrations would be provided as part of the presentation.

Specialist Jones explained that nearly all body cameras have been issued, with training pending for only three officers and four reserve officers, who will be trained as scheduling allows. All in-car cameras (Fleet 3 models) have been installed, except for eight vehicles awaiting delivery or equipment installation. Axon will complete those installations at no additional cost when the vehicles are ready. She detailed that the Fleet 3 system provides high-definition video with dual-lens capture 160° and 60° fields of view and integrated microphones that synchronize audio with the body-worn cameras. The body cameras feature a 13-hour battery life, multiple mounting options, water and dust resistance (IP68 rating), and a 30-second pre-event buffer to ensure important footage is captured. Officers received comprehensive training on the use, activation, and maintenance of both devices. She also described Evidence.com, the Department's new digital evidence management platform, which automatically uploads and stores all video footage and digital evidence indefinitely. The system allows secure sharing

with prosecutors and interagency partners, automatic tracking of access and edits, and streamlined collection of community-submitted evidence via email or text links. Additionally, she reviewed automatic activation (“signal device”) features that trigger recording such as activation of light bars, weapon deployment, vehicle speed thresholds, or collisions and outlined policies requiring manual activation during specific law enforcement activities, including calls for service, arrests, traffic stops, pursuits, field interviews, and citizen complaints. She addressed data security, redaction, and privacy safeguards, noting that sensitive recordings can be restricted or redacted by authorized personnel. All original videos remain unaltered, and audit logs document all access.

Commissioners asked questions about data redundancy, video quality, and policy coverage.

Specialist Jones confirmed that all data are securely stored on Axon’s cloud servers with redundancy and that videos are uploaded at a resolution optimized for both quality and efficiency. She showed a sample video from a staged traffic stop to demonstrate the camera perspectives and functionality. Specialist Jones concluded the presentation by noting that additional Axon features, including real-time translation services and drone capabilities, are forthcoming.

Cpt. Hauser provided an update on the City’s red light camera program, reporting that all sixteen cameras are currently active and have been in citation live mode since December 13. He shared data as of December 16 showing the total warnings and Notices of Violation (NOVs) issued at each location:

SB Wilson Ave. @ SR 60 – 865
EB SR 60 @ Wilson – 846
EB SR 60 @ Crown – 350
WB SR 60 @ Crown – 512
NB US 17 @ E. Van Fleet – 770
EB Van Fleet @ US 17 – 84
SB US 98 @ SR 60 – 321
WB SR 60 @ US 98 – 1,557
NB US 17 @ Main – 2,520
SB US 17 @ Main – 944
NB US 17 @ Wabash – 1,073
SB US 17 @ Wabash – 578
NB US 17 @ M.L.K. – 1,210
SB US 17 @ M.L.K. – 337
NB US 17 @ Georgia – 70
SB US 17 @ Georgia – 252

Captain Hauser noted that the SR 60 and US 98 camera, which prohibits turns on red, has only been operational for about 42 days, while the NB US 17 @ Wabash camera continues to perform strongly. He explained that although the goal was to activate all cameras simultaneously, installation occurred in phases throughout the year, delaying full implementation. Each camera operated in a 30-day warning mode before transitioning to active violation status. Violations are reviewed by Verra Mobility before being referred to officers for final review. Approximately 73% of the reviewed cases result in an official Notice of Violation, while 27% are rejected, primarily due to technical factors or cases judged too close to call. Common reasons for rejection include vehicles that stop just past the line or large trailers triggering false readings. About 0.3% of violations proceed to a magistrate hearing; most are upheld, though some are dismissed when extenuating circumstances exist, such as one case involving a semi-truck following too closely. Unpaid violations convert to Uniform Traffic Citations (UTCs); to date, over 1,000 UTCs have been issued, representing roughly 12% of all violations. Failure to resolve these citations may result in registration holds and potential license suspension.

In response to Commissioner Pfeiffer's question regarding violator residency, Cpt. Hauser stated that approximately 73% of violators are from outside the Bartow ZIP code area (33830), which itself includes some unincorporated regions. He expects local numbers to decline as the program stabilizes. Regarding fine distribution, he explained that per state statute, the City remits \$10 to the General Fund, \$3 to the Brain and Spinal Injury Fund, and \$70 to the Department of Revenue, retaining \$75 per paid citation.

Commissioner Pfeiffer also asked about program costs.

Cpt. Hauser and Finance Director Lear confirmed the expense is \$3,300 per camera per month.

Finance Director Lear said the most recent monthly invoice, covering all cameras, totaled approximately \$53,000. For the current fiscal year, projected costs are \$630,000, consistent with the approved budget amendment. Estimated annual revenue from citations is \$1.25 million, with projections indicating potential for higher returns once all cameras operate for a full period.

Captain Hauser presented several violation videos, including one showing a dump truck proceeding through an intersection 12 seconds after the light turned red.

Mayor Tucker suggested sharing such footage on social media to highlight the program's safety benefits.

Captain Hauser noted the department is preparing a “Violator of the Week” series to increase public awareness.

There was brief discussion regarding a recent crash near Magnolia Street captured by the MLK camera.

Commissioner Longworth shared that residents in east Bartow are cautious at US 17 and Wabash intersections and recounted a story of a friend whose violation changed his driving habits for the better.

Chief Walker concluded by stating that the camera program serves as a valuable force multiplier, enabling enforcement coverage the department could not otherwise achieve. He also reported that an assessment of school zone cameras found insufficient violation rates to justify their installation.

Mayor Tucker asked if the Police Department was still accepting applicants for its citizen committee.

Chief Walker said the applications are under review and expects to have something out tomorrow.

City Manager Herr reported that a copy of the Bartow Police Department’s Standard Operating Procedure regarding the use of audio and video recording had been provided to the Commissioners.

City Manager Herr also shared an update from Omar Franco with Becker, the City’s federal advocate, regarding Bartow’s sewer lining project. The project, totaling \$1,250,000, was included in a congressional conference report under the Environmental Protection Agency’s Clean Water State Revolving Loan Fund. Congressman Franklin introduced this as an appropriations request. City Manager Herr explained that, pending final approval of the federal budget for FY 2026, the associated funding would become available. Staff and the City’s federal team will continue to coordinate details as the process moves forward.

City Manager Herr next distributed copies of House Bill 773 and referenced correspondence from Nicole Albers, Director of Public Affairs and Strategic Communications for the Florida Municipal Electric Association. He explained that the bill would authorize municipalities to transfer a portion of public utility earnings to their general fund, subject to specific limits, conditions, and disclosure requirements. The legislation restricts the use of these transferred funds to public utility purposes, requires disclosure of any such transfers in municipal budgets and financial reports, and imposes potential penalties for violations. He expressed concern regarding the bill’s potential impact on municipal financial flexibility and suggested that the City should oppose it. He further proposed the creation of a Fiscal Utility Planning Committee, composed of Commissioners, citizens, and representatives from business.

and unincorporated service areas. The committee would serve in an advisory and oversight role to ensure responsible financial management, budget transparency, and representation for utility customers outside city limits.

Lastly, City Manager Herr requested the Commission's direction to authorize staff to prepare a letter subject to Commission approval to be sent to the City's legislative delegation and the Chief Financial Officer of the State of Florida. The letter would outline the City's fiscal responsibility efforts, including initiatives such as the Employer Choice program, technological advancements (including CivicPlus and Cartegraph for infrastructure assessment), and the City's performance dashboard tracking system. The intent is to demonstrate that Bartow adheres to best management practices and efficient governance.

Mayor Tucker confirmed consensus from the Commission to proceed as requested.

b. **CITY ATTORNEY COMMUNICATIONS**

City Attorney Parker commended the fairness and effectiveness of the red-light camera appeal process, which he recently observed firsthand. He said Magistrate Mawhinney treats citizens respectfully and allows them full opportunity to speak, while staff present evidence thoroughly and support the process professionally. Although many appeals are denied, participants generally feel heard and satisfied with how their cases are handled. Parker noted that initial concerns about due process have proven unfounded, as each case receives multiple levels of review, and the occasional dismissal demonstrates the system's integrity. He concluded by praising the team for administering the program effectively and fairly.

c. **LEGISLATIVE UPDATES**

Commissioner Pfeiffer reported that she has contacted representatives of the Florida League of Cities to identify key legislators in Tallahassee to meet with during the upcoming Polk County Day activities, noting that meetings should include members beyond the local delegation due to the statewide impact of pending legislation. She outlined her planned travel for Polk County Day week, including adjusting her departure to Wednesday due to the MLK holiday and Commission meeting, attendance at Polk County Day on Thursday, possible meetings on Friday, and a subsequent trip January 26–28 that will include a reception at Jim Spratt's office and additional Capitol visits, and noted that Vice Mayor Simpson plans to attend and Commissioner Longworth may also participate. She stated that she is working with the Florida League of Cities to compile a concise set of materials and a list of bills that negatively impact municipal home rule and local revenue, including unfunded mandates such as House Bill 773, and emphasized the need to clearly communicate to legislators

how these measures constrain the City's ability to fund services and may ultimately require service reductions if property tax revenues are curtailed.

City Manager Herr reported that staff are developing financial scenarios based on several pending state property tax proposals, including one that would eliminate residential homesteaded property from the tax base and others that increase exemptions, using the current fiscal year budget with its significant investments in capital projects, employee compensation, public safety, utilities, and general government as the baseline for analysis. He explained that once the analysis is complete, it will be presented to the Commission in a workshop and then to the community in a fact-based, non-emotional format using in-person meetings supplemented by social media, to illustrate the impact of property tax changes on City services without advocating a particular position. He further stated that he intends to bring information regarding the affordability of a new swimming pool, including a fact sheet and presentation, to the first Commission meeting in February, and that this communication will also be shared through social media and other channels for public awareness. Additionally, he noted that potential state action affecting Community Redevelopment Agencies could influence whether the City proceeds with the full planned \$18 million borrowing or a reduced amount, but reiterated his recommendation to move forward with the full amount due to long-standing blight and infrastructure needs, and outlined a general timeline in which staff will refine details as the legislative session concludes and ahead of anticipated November 2026 ballot questions.

Commissioner Pfeiffer asked the City Attorney for an update on the progress of the litter citation process, inquiring whether it had been completed, was ongoing, or required further action.

City Attorney Parker replied that the citation system currently exists in structure and is available for use.

Mayor Tucker commented that the primary challenge is catching individuals in the act of littering.

City Manager Herr elaborated, noting that two related issues are being addressed. First, a proposed code amendment would require private property owners to maintain their premises keeping them free of litter, maintaining pavement, and ensuring an overall appearance that reflects community pride. Second, the City is considering an increase in littering fines, suggesting \$500 as the updated penalty, though he commented that \$1,000 would be more appropriate. He emphasized the importance of moving these initiatives forward, including meeting with the Governmental Affairs Committee and the Chamber of Commerce to ensure the business community understands the proposed changes, as well as coordinating with Main Street Bartow before bringing the matter forward for adoption. He added that community cleanliness must be a shared responsibility, noting that litter remains an issue throughout city streets and rights-of-way. He suggested researching the success of "Adopt-a-Right-of-

Way” programs in other jurisdictions as a potential citizen-based solution. He concluded by stressing the need to take action to make Bartow cleaner and more presentable.

City Attorney Parker stated that he has met several times with Code Compliance Director Towles regarding this and other related topics. Director Towles has provided substantial support materials. One of the simplest actions will be updating the applicable fines. He noted that discussions have also taken place with the City Manager about how to communicate upcoming changes to business partners and the community in an organized manner. He anticipates bringing the proposed updates to the Commission within the next month for consideration and adoption, with preliminary outreach efforts occurring beforehand.

Commissioner Pfeiffer remarked that accountability regarding litter has been lacking and must be improved. She emphasized the importance of continuous communication through social media and other channels, noting that messages cannot be shared only once but must be regularly reinforced. Using recycling and litter prevention as examples, she observed that new residents continually arrive, making repetition essential. She cited Woodlawn as a good example, noting that despite cleanup initiatives—such as April’s “Keep America Beautiful” event litter quickly returns. She mentioned problem areas which lack discouraging littering. She thanked Ms. Schiller for raising the issue, which helped spark renewed ideas. She also discussed issues with litter in parking lots and stressed that persistent outreach will remind residents of the City’s commitment to cleanliness. She praised the Clean Team for their effective work downtown and complimented Code Compliance for progress addressing “snipe” signs, though she noted some remain at intersections.

Mayor Tucker asked if there had been any progress on addressing donation bins, which often overflow and attract litter.

Director Towles responded that the new Code Compliance Officer position approved at the last Commission meeting will focus exclusively on litter, garbage, and illegal dumping enforcement citywide. The position will be funded through the Solid Waste and Stormwater funds, and recruitment is underway, with the goal of hiring by March. He explained that the new ordinance, once adopted, will complement this enforcement effort and help achieve noticeable improvements. Director Towles added that while the City cannot prohibit donation bins outright because they are protected under Florida Statutes, property owners must provide written permission for placement, and bins must display contact information. If litter accumulates around authorized bins, the responsible property owner may be cited for violations. He noted that the primary company managing these bins, based in Orlando, has been cooperative and responsive when contacted to remove or relocate improperly placed units. He concluded by stating that bins illegally placed within rights-of-way are addressed promptly. If the company fails to remove a bin within the legally required timeframe, City crews

will remove and dispose of it as abandoned property, though this would be rare due to the bins' high replacement cost and the company's responsiveness.

Vice Mayor Simpson stated that previous discussions had focused on general litter issues, particularly along Woodlawn Avenue, but the current conversation appeared to center on targeting commercial properties. She asked whether this initiative had been communicated to the affected businesses and, once a dedicated staff position is in place, whether property owners would be granted a grace period to clean up.

Director Towles explained that during his nearly two years with the City, he has maintained open communication with most commercial property owners. He noted that an enforcement campaign along Highway 17 was recently completed, during which nearly all commercial property owners in that corridor were contacted and informed of any violations. He added that frequent direct contact also occurs with property owners near major shopping areas along State Road 60, Van Fleet, and Highway 98. He stated that the City has been working with businesses to reduce the number of dumpsters on their properties some of which have five to ten units, and to consolidate waste collection into compactors or centrally located dumpsters. He explained that excessive dumpsters contribute to litter accumulation in parking areas. Property owners have been cooperative and aware of these efforts. When violations are observed, the City issues a warning if it's the first occurrence; for repeat violations, a formal notice is issued, generally allowing ten days for cleanup, though sooner if feasible.

Vice Mayor Simpson stated that she wanted to ensure communication tools were in place, noting that the goal was to avoid focusing solely on businesses since they are easier to contact and more visible while missing the individuals responsible for littering.

Director Towles agreed, explaining that some complaints he receives involve situations where businesses are not at fault, but rather individuals causing the issue. He added that the intent is not to punish people but to emphasize the community services aspect of their responsibility. However, he noted that code compliance measures are utilized when necessary.

City Manager Herr stated that as part of the City's communication strategy, the goal is to collaborate with local merchants rather than impose measures on them. He emphasized that achieving a change in behavior will require cooperation and support from the business community. Once the ordinance and policy documents are prepared, the first step before presenting them to the City Commission would be to meet with the Government Affairs Committee to provide an overview. Similar presentations would be made to Main Street and to major property owners with commercial tenants. The purpose of those meetings would be to explain the new policies, outline areas where cooperation is needed, and discuss strategies for implementation. He further noted that solid waste management would be a key element of this effort. He suggested exploring new strategies,

such as centralized dumpster locations, as possible improvements to current practices. The plan focuses on collaboration and behavioral change through shared problem-solving and open communication.

Director Towles added that Solid Waste Manager Mike Davis has been attending the meetings with commercial properties and providing expert recommendations. He explained that Mr. Davis's participation has been particularly important in discussions with the City's major businesses to explore ways to consolidate waste collection into fewer centralized locations.

8. **AGENDA MODIFICATION / APPROVAL**

MOTION was made by Vice Mayor Simpson, seconded by Commissioner Ball to approve the agenda as presented.

VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Pfeiffer, Simpson, Tucker

NAY: None

Motion carried.

9. **PUBLIC COMMENT ON AGENDA ITEMS**

At this time, the Commission received comments from the public regarding matters appearing on this agenda, not otherwise scheduled for a separate public hearing.

Mayor Tucker opened the public hearing.

Marci Schiller, 690 E. Stanford St., Bartow. Ms. Schiller stated that she was glad the Commission discussed the pool, as she had been interested in learning more about it. She expressed appreciation for the holiday lights along Main Street and shared that she has enjoyed walking there in the evenings. She noted that litter is a sustainability issue, particularly due to non-compostable packaging, and suggested that community gardens or compost areas within parks could provide educational opportunities. Ms. Schiller proposed hosting a community fair focused on sustainability and environmental care, as well as incorporating related educational modules in schools. She concluded by suggesting that, as the county seat, Bartow could aim to be recognized as the "sustainability capital" of Polk County.

With no comments, Mayor Tucker closed the public comment period.

10. **HEARINGS – FIRST AND SECOND READINGS AND PUBLIC HEARINGS**

- a. **Public hearing and final reading of Ordinance No. 2025-25 — AN ORDINANCE RELATING TO THE CHARTER OF THE CITY OF BARTOW, FLORIDA; PROPOSING FOUR AMENDMENTS TO THE CHARTER OF THE**

CITY OF BARTOW; SPECIFICALLY TO MODIFY SECTION 2.02 RELATING TO THE TERMS OF OFFICE OF CITY COMMISSIONERS; TO MODIFY SECTION 2.03 RELATING TO THE TIMING OF ELECTIONS; TO MODIFY SECTION 2.05 RELATING TO THE SELECTION OF A MAYOR; AND TO MODIFY SECTION 4.06 RELATING TO THE SCHEDULE OF CITY ELECTIONS; PROVIDING THAT UPON FINAL PASSAGE OF THE ORDINANCE FOR THE PROPOSED AMENDMENTS TO BE PLACED ON THE BALLOT AT THE NEXT CITY ELECTION FOR A VOTE OF THE ELECTORS OF THE CITY OF BARTOW; PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.

City Attorney Parker read the ordinance by title only:

“AN ORDINANCE RELATING TO THE CHARTER OF THE CITY OF BARTOW, FLORIDA; PROPOSING FOUR AMENDMENTS TO THE CHARTER OF THE CITY OF BARTOW; SPECIFICALLY TO MODIFY SECTION 2.02 RELATING TO THE TERMS OF OFFICE OF CITY COMMISSIONERS; TO MODIFY SECTION 2.03 RELATING TO THE TIMING OF ELECTIONS; TO MODIFY SECTION 2.05 RELATING TO THE SELECTION OF A MAYOR; AND TO MODIFY SECTION 4.06 RELATING TO THE SCHEDULE OF CITY ELECTIONS; PROVIDING THAT UPON FINAL PASSAGE OF THE ORDINANCE FOR THE PROPOSED AMENDMENTS TO BE PLACED ON THE BALLOT AT THE NEXT CITY ELECTION FOR A VOTE OF THE ELECTORS OF THE CITY OF BARTOW; PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.”

MOTION was made by Commissioner Longworth, seconded by Vice Mayor Simpson to adopt on final reading Ordinance No. 2025-25, an ordinance relating to the Charter of the City of Bartow, Florida; proposing four amendments to the Charter of the City of Bartow; specifically to modify Section 2.02 relating to the terms of office of city commissioners; to modify Section 2.03 relating to the timing of elections; to modify Section 2.05 relating to the selection of a mayor; and to modify Section 4.06 relating to the schedule of city elections; providing that upon final passage of the ordinance for the proposed amendments to be placed on the ballot at the next city election for a vote of the electors of the City of Bartow; providing for an effective date upon final passage.

Mayor Tucker opened the public hearing.

With no comments, Mayor Tucker closed the public hearing.

There was no discussion.

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Pfeiffer, Tucker

NAY: Simpson

Motion carried.

11. **CONSENT AGENDA**

- a. **Approval of December 15, 2025, City Commission Regular Meeting minutes.**
- b. **Approval of November 17, 2025, City Commission Workshop minutes (TPO update).**
- c. **Approval of July 17 & 18, 2025 City Commission Budget Workshop minutes.**
- d. **Approval of the Management Career Ladder Relocation PTO Program.**
- e. **Approval to reappoint Board Member Bill Bohde to the Recreation Advisory Board for a three-year term ending January 2029.**
- f. **Approval of City Commissioner absences for December 15, 2025, excusals: None**

MOTION was made by Commissioner Ball, seconded by Vice Mayor Simpson to approve Consent Agenda as presented.

VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Pfeiffer, Simpson, Tucker
NAY: None

Motion carried.

12. **OTHER COMMISSION BUSINESS**

- a. **OLD BUSINESS – NONE**
- b. **NEW BUSINESS**
 1. **Consideration of request by the Florida Department of Transportation (FDOT) to grant an honorary City of Bartow “Key to the City” to Retired Colonel Cynthia E. Cook.**

City Clerk Poole stated that, if approved, the “Key to the City” would be presented to Col. Cook during the FDOT’s Annual Black History Month Program, along with a proclamation.

MOTION was made by Commissioner Longworth, seconded by Vice Mayor Simpson to approve request by the Florida Department of Transportation (FDOT) to grant an honorary City of Bartow “Key to the City” to Retired Colonel Cynthia E. Cook.

VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Pfeiffer, Simpson, Tucker

NAY: None

Motion carried.

13. **RESOLUTIONS**

- a. **RESOLUTION NO. 26-4251-R - A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF BARTOW, FLORIDA, URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2026 FLORIDA LEAGUE OF CITIES’ LEGISLATIVE PLATFORM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Parker read the resolution by title only:

“A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF BARTOW, FLORIDA, URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2026 FLORIDA LEAGUE OF CITIES’ LEGISLATIVE PLATFORM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”

MOTION was made by Vice Mayor Simpson, seconded by Commissioner Longworth to adopt Resolution No. 26-4251-R, a resolution of the Mayor and City Commission of the City of Bartow, Florida, urging members of the Florida Legislature to support the 2026 Florida League of Cities’ Legislative Platform; authorizing the city manager or designee to do all things necessary to effectuate this resolution; providing for conflicts; providing for scrivener errors, providing for severability; and providing for an effective date.

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Pfeiffer, Simpson, Tucker

NAY: None

Motion carried.

14. **COMMISSIONER COMMENTS:**

a. **GARY BALL**

Commissioner Ball expressed appreciation to the City Manager for his efforts. He reported that the most recent two editions of the Lakeland Sun highlighted Bartow's successes with the airport's air traffic control program and the tree burning event. He also thanked the emergency services staff for ensuring the tree burning was conducted safely despite the current fire ban.

b. **LEO E. LONGWORTH**

Commissioner Longworth extended blessing to everyone for a happy and prosperous New Year.

c. **TRISH PFEIFFER**

Commissioner Pfeiffer asked Vice Mayor Simpson why she voted no on the election changes, noting that she had not previously shared her perspective on the issue. She said she would have liked to hear her thoughts beforehand since it was a significant matter.

Vice Mayor Simpson explained that she voted no because she believed some of the proposed extensions reduced residents' opportunities to vote for their elected officials, and she felt it was her prerogative to oppose that.

Commissioner Pfeiffer responded that she respected her position but admitted the vote caught her off guard. She added that the Vice Mayor's reasoning could have influenced others, and she values hearing different points of view before voting.

Vice Mayor Simpson mentioned that some municipalities that had approved of similar changes were now reversing their decisions. She clarified that those cities were reconsidering the changes and pulling back from their earlier decisions because they didn't see much benefit in proceeding.

Commissioner Pfeiffer agreed there were limited gains but said she thought the commission had generally been in favor of the change. She noted that the legislature might still require cities to shift to even-year elections, making it a moot point. She emphasized the importance of open discussion since commissioners cannot talk privately about these issues outside of meetings.

Commissioner Longworth commented that while discussion is important, commissioners are not obligated to explain their votes unless they choose to. He said he almost voted "no" himself, but ultimately supported the change, urging

the group to respect each other's decisions and move forward without needing detailed justifications every time.

Mayor Tucker said she supported the change for cost savings reasons and because longer terms can help city staff by reducing frequent leadership transitions, which require significant time and effort to reorient new commissioners. She thought that the question from Commissioner Pfeiffer came from curiosity rather than criticism. She said sometimes a different vote makes others wonder if they missed something in their own review.

Commissioner Longworth reiterated that while open dialogue is helpful, commissioners must avoid discussing potential votes outside of public meetings to comply with open-meeting laws. He said sometimes votes are simply based on instinct, and that's acceptable.

Commissioner Pfeiffer then pointed out that one benefit of the change was correcting the imbalance in election timing her seat had been up for election alone, while the proposed adjustment would pair the seats evenly (three and two per cycle). She said her curiosity came from valuing thoughtful decision-making, even when guided partly by intuition.

Vice Mayor Simpson then asked Pfeiffer why she voted in favor.

Commissioner Pfeiffer replied that she thought the majority supported it and wanted to align with her colleagues' direction. She added that she had previously expressed reservations but acknowledged cost savings as one potential benefit. She added that when opinions differ, it is natural to wonder what others saw or considered, emphasizing that her question came from respect and a desire for understanding.

Vice Mayor Simpson concluded by noting that she learned much of the relevant information during the workshop Commissioner Pfeiffer referenced. She said she did not ask many questions at the time because she was processing the material but later reviewed how other cities handled similar issues and made her decision accordingly.

d. **LAURA SIMPSON**

Vice Mayor Simpson had no further comments.

e. **TANYA TUCKER**

Mayor Tucker had no further comments.

15. **ADJOURNMENT**

With no further business to discuss, Mayor Tucker adjourned the meeting at 9:21 p.m.

Mayor Tanya Tucker

ATTEST:

City Clerk Jacqueline Poole

(City Seal)

ITEM NO. 12.b.1

CITY OF BARTOW, FLORIDA

TO: Honorable Mayor and City Commissioners, City of Bartow City Commission

THROUGH: Mike Herr, City Manager

FROM: Sean R. Parker, City Attorney

DATE: January 15, 2026

SUBJECT: **Consideration and Approval of Interlocal Agreement between Polk County Water Cooperative, City of Bartow and Bartow Municipal Airport Authority for construction of pipeline components through the Bartow Executive Airport property “War Assets Parcels”**

SUMMARY AND BACKGROUND

This agenda item is related to and supplemental to easements that the City and Airport approved back in September of 2025. As the Commission is aware, the City of Bartow is a member of the Polk County Water Cooperative (“PRWC”). Bartow joins the County and many of the local municipalities in this Cooperative and one of the major projects is an alternative water supply project utilize a well site in the Southeast part of the county that will ultimately pump water throughout the county to serve various members of the Cooperative. This project is known as the Southeast Lower Floridan Aquifer Wellfield and Water Production Facility, and the overall project is known by Project Number 201046. The pipeline will transmit water from the Wellfield site throughout the county, with one of the points of connection/delivery is the Bartow Water Treatment Plant on Highway 17. A portion of the pipeline routes around and through the general perimeter of the Bartow Executive Airport. This proposed New Business item is for approval and execution of an Interlocal Agreement for the remaining segments of the route near the Airport.

STAFF ANALYSIS

The City Attorney has worked with the consulting engineers, as well as counsel and staff for the PRWC to develop the proposed document. The core area of the Airport and its industrial park property were originally obtained following World War II from the “War Assets Administration” which was the U.S. Government department charged at the time of disposing of various property and equipment once the war was concluded. The City of Bartow received those core parcels pursuant to conveyances from the “WAA”, which came with certain restrictions and limiting language.

When working with PRWC counsel, it was determined that the City could probably not fully give easements over these parcels, similar to those approved back in September on parcels that were obtained later through conventional Deeds. Rather, this concept of Interlocal Agreement and License was the more approve legal vehicle to grant the PRWC its needed permission to run the pipes through the Airport parcels. There are a number of different parcels that make up the entirety of the route and those are identified in the Agreement and the Exhibit thereto.

This will be the final paperwork step to accomplish the mechanism for the pipeline to run through this particular area. It is expect that this same agreement will go to the PRWC Board at its next meeting at the end of January for final approval.

ITEM NO. 12.b.1

FISCAL IMPACT

The City will benefit long-term from its connection to and ongoing membership in the PRWC. Final delivery and recording of the approved and executed Interlocal Agreement will occur after the PRWC Board ratifies and approves the same.

RECOMMENDATION

City Staff recommends the City Commission approve and authorize execution of the Interlocal Agreement between the PRWC, City and Airport Authority

ATTACHMENTS

Proposed Interlocal Agreement with Exhibit/Map

**INTERLOCAL AGREEMENT BETWEEN
POLK REGIONAL WATER COOPERATIVE, CITY OF BARTOW, FLORIDA
AND BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered as of the Effective Date defined in Section 18 below by and between **POLK REGIONAL WATER COOPERATIVE** (the “PRWC”), the **CITY OF BARTOW** (the “City”), a Florida municipal corporation, and the **BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY** (“Airport”), a public instrumentality, authorized by Chapter 67-1097, Laws of Florida 1967, and established by Ordinance No. 776-A (each of which are a “Party,” and together, the “Parties to the Agreement);

RECITALS

WHEREAS Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, as amended, authorizes local governments to enter interlocal agreements for the mutual benefit of the governmental units; and

WHEREAS the PRWC is constructing an alternative water supply withdrawal and treatment facility, as well as transmission lines throughout the county for the purpose of distributing the alternative water supply to the various members of the PRWC, including the City. This project is known as the “Southeast Lower Floridan Aquifer Wellfield and Water Production Facility”, and is identified as project number 201046; and

WHEREAS, as part of the routing and installation of the distribution transmission line, the ideal route that ultimately impacts the delivery of water to the City, takes a route through various parcels of property in and around the Bartow Executive Airport; and

WHEREAS, the Parties agree that the proposed routes outlined further in this Agreement are the ideal path for the transmission line, and the granting of Licenses or licenses for the placement of the transmission line is appropriate to properly document and grant authority and responsibility for the installation and long-term maintenance of the transmission line;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the Parties hereby covenant and agree, as follows:

SECTION 1. RECITALS. The recitals stated above are true, correct, and incorporated into the Agreement.

SECTION 2. PARCELS SUBJECT TO FAA ORDERS AND WAR ASSETS ADMINISTRATION REGULATIONS

A. The specific parcels known as parcels “9021, 9015, 9012, 9011, 9010, 9017, 8005, 8006 and 8007” as shown on the drawing attached hereto as Exhibit “A”, all lie within the

Executive Airport footprint and these areas were all included in the original conveyance of the former United States flight training facility known as the Bartow Airbase. This land was conveyed as surplus property after World War II, by Deed executed by the War Assets Administrator to the City of Bartow in 1947.

B. Because of the nature of the prior ownership and use of the property, plus its ongoing use as a public airport, the property is subject to both Regulations of the War Assets Administration, and various FAA Orders. Specifically, Regulation 16 of the War Assets Administration and FAA Order 5190.6B deal with the valuation and rules governing sale, lease, use or disposal of Airport property. Because of the constraints of such regulations, the ideal mechanism to allow installation of the PRWC transmission line is a “License”, as opposed to a formal easement or outright sale of the route of the transmission line.

SECTION 3. GRANT OF LICENSE

A. City and Airport hereby grant to PRWC the privilege and license to use the property described in Exhibit "A" (License Area) to locate, construct, install, operate, inspect, alter, improve, maintain, repair, move and rebuild a water transmission line on, upon and across said License Area; and attain ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.

B. This License is granted permanently from the date first written above and shall continue in full force and effect thereafter unless (a) PRWC voluntarily terminates the License by providing (90) days' written notice to the City and Airport, which termination shall become effective only after PRWC has removed all infrastructure from the License Area, (b) the Agreement is terminated in writing by mutual agreement by the parties. The License shall not terminate automatically upon a breach by any Party, and any claimed breach must be addressed through the dispute resolution procedures set forth in this Agreement.

C. City and Airport retain the rights to use the License Area in any manner not inconsistent with the rights herein granted to PRWC provided, however, that the City and Airport shall not disturb the water transmission line in any way without prior written approval by the PRWC. The Parties acknowledge that the water transmission line constitutes critical infrastructure serving essential public health and safety functions, and that in the event of any dispute regarding PRWC's rights under this Agreement, PRWC shall have the right to continue operating the water transmission line pending final resolution of the dispute.

D. The PRWC expressly acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for loss, damage, or injury to persons or property, arising out of or resulting from the water transmission line, or authorized use of the License Area, unless, however, such claim or demand shall arise out of or result from the negligence or willful misconduct of City or Airport, its servants, agents, employees, or assigns.

E. PRWC agrees that any and all work performed within the License Area shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

F. Upon termination, if any, of this License Agreement, PRWC shall, within a reasonable time, but not less than one (1) year, and at PRWC's sole cost and expense, remove all equipment, accessories, and materials owned by PRWC from the License Area and restore said License Area as nearly as practicable to its condition prior to the granting of the License.

G. In the event the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact City's or Airport's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like quality and at their original locations or a near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, well, septic tanks and septic drain fields, that PRWC damaged or cause to be removed, relocated or replaced from the License before or during initial construction and installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore, subject to PRWC's acquired License rights, PRWC will restore the surface of all disturbed areas within the License Area to its original contour and condition, as near as is reasonably practicable.

H. This Grant of License shall not be construed as a grant of right-of-way and is limited to a PRWC License. The City and Airport shall have the right to use the area subject to the License granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the License by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the License by the City and the Airport for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the License by City and Airport.

I. City and Airport shall not grant other Licenses or easements within the License Area to other parties without the prior written consent of the PRWC. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said License Area, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good condition that existed prior to the disturbance activity by PRWC.

J. PRWC hereby agrees to protect, indemnify, and hold harmless the City and Airport from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal

assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the License Area by the PRWC and its contractors and agents asserted by third parties to the extent such claims directly arise from or result from the negligence, gross negligence, willful misconduct, or other wrongful acts or omissions of PRWC or its employees, agents, contractors, or subcontractors in connection with: (a) the design, construction, installation, operation, maintenance, repair, or removal of PRWC's water transmission line within the License Area; or (b) PRWC's exercise of access rights granted under this Agreement. Upon receiving knowledge of any suit, claim or demand asserted by a third party that City or Airport believes is covered by this indemnity, the City or Airport shall give the PRWC notice of the matter. Any failure or delay of the City or Airport to notify the PRWC of any such suit, claim or demand shall not relieve the PRWC of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay.

K. PRWC's indemnity obligations shall not apply to, and PRWC shall have no obligation to indemnify, defend, or hold harmless the City or Airport for (a) Claims arising from City's or Airport's failure to comply with any federal, state, or local laws, regulations, or permit conditions applicable to Airport operations or Airport property; (b) Claims arising from defects or dangerous conditions in Airport property, facilities, or improvements not caused by PRWC; (c) Claims arising from Airport operations, including but not limited to aircraft operations, air traffic, fuel storage and handling, or other aeronautical activities; or, (d) Claims arising from any regulatory action, including but not limited to FAA enforcement actions, compliance proceedings, or grant assurance violations, except to the extent such actions arise solely from PRWC's negligent or wrongful conduct. City and Airport shall cooperate fully with PRWC's defense of any indemnified claim, including providing access to documents, witnesses, and facilities, and shall not take any action that prejudices PRWC's defense.

8. **L.** Nothing in this Agreement shall be construed as: (a) a waiver of the Parties' respective sovereign immunity under Section 768.28, Florida Statutes; (b) an agreement to indemnify beyond the limits of liability established in Section 768.28, Florida Statutes; (c) consent by a Party to be sued in any forum or jurisdiction other than as provided by applicable law; or (d) an expansion of the Parties' liability beyond that imposed by law.

M. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns, successors, and tenants of the parties hereto. This License may be amended or modified only by an instrument signed by City, Airport and PRWC.

SECTION 4. NOTICES. Any notices regarding this Agreement will be sent in writing to the following addresses, or at such other address as each Party may indicate by notice given to the other Party:

BARTOW: City Manager
City of Bartow
P.O. Box 1069
Bartow, Florida 33831

With a copy to:
City Attorney
C/O Boswell & Dunlap, LLP
Post Office Drawer 30
Bartow, FL 33831

AIRPORT: Executive Director
Bartow Executive Airport
5993 Airport Boulevard
Bartow, Florida 33830

PRWC: Executive Director
Polk Regional Water Cooperative
330 West Church Street
P.O. Box 9005
Drawer CA01
Bartow, Florida 33831

With copy to:
General Counsel
C/O De la Parte, Gilbert, McNamara & Caldevilla, P.A.
P.O. Box 2350
Tampa, Florida 33601-2350

Notice must be written and 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 the Party. Notice shall be effective upon receipt or refusal to accept receipt. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 4.

SECTION 5. SEVERABILITY. If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, this Agreement is declared severable.

SECTION 6. APPLICABLE LAW. This Agreement is an Interlocal Agreement as provided for in Florida Statutes, Section 163.01, as the same may be amended from time to time during the Agreement term, and said statute is hereby incorporated herein by reference. Any Agreement terms in conflict therewith will be governed by the statute.

This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement, and conflicts of laws.

SECTION 7. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS. This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

SECTION 8. RELOCATION

A. The Parties acknowledge that PRWC's water transmission line is critical infrastructure serving the regional water supply needs of multiple member entities. Airport may request relocation of all or any portion of the water transmission line only if: (a) the existing location materially interferes with aeronautical uses or airport development required by the Federal Aviation Administration or other regulatory authority having jurisdiction; or (b) the existing location creates a documented safety hazard to airport operations that cannot be reasonably mitigated through alternative means.

B. If Airport determines that relocation is necessary under Section 8.1, Airport shall provide PRWC with written notice specifying: (a) the specific portions of the water transmission line requiring relocation; (b) the basis for the relocation request, including all relevant regulatory requirements or safety documentation; (c) proposed alternative corridor(s) that would satisfy Airport's needs; and (d) Airport's proposed timeline for the relocation. Upon receipt of such notice, the Parties shall meet within thirty (30) days to commence good faith consultation regarding the relocation.

C. The Parties acknowledge that relocation of critical water infrastructure requires substantial time for design, permitting, funding, construction, and commissioning. Following completion of consultation regarding relocation, PRWC shall prepare a detailed relocation schedule which shall include reasonable timeframes for: (a) final engineering design; (b) regulatory permitting; (c) funding appropriation through PRWC's budgetary process; (d) competitive procurement of construction contractors; (e) construction and installation; (f) testing and commissioning; and (g) removal of abandoned infrastructure. The total relocation timeline shall be the sum of these components and may range up to two (2) years depending on project complexity, funding availability, and regulatory requirements.

D. PRWC shall have the absolute right to continue operating the existing water transmission line in its current location until: (a) the relocated water transmission line has been fully constructed, tested, and commissioned; (b) the relocated line is operational and delivering water at the required pressures and volumes; and (c) PRWC has confirmed in writing that the relocated line is ready for service. Airport expressly waives any right to compel removal or abandonment of the existing line prior to PRWC's written confirmation that the replacement infrastructure is fully operational.

SECTION 9. REPRESENTATIONS AND WARRANTIES.

A. Each Party represents and warrants that it has full power and authority to enter into this Agreement and grant the rights conveyed herein; all necessary approvals, resolutions, and authorizations have been obtained from their respective governing bodies; the execution and performance of this Agreement does not violate any law, regulation, ordinance, contract, or other obligation binding on each Party; the persons executing this Agreement on behalf of the Parties have been duly authorized to do so; and this Agreement constitutes valid and binding obligations of the Parties enforceable in accordance with its terms.

B. The Airport represents that it has the authority under all applicable federal regulations, grant assurances, and property restrictions to grant the License contemplated by this Agreement; No FAA approval, consent, or waiver is required for Airport to grant the License contemplated by this Agreement, or alternatively, if such approval, consent, or waiver is required, Airport has obtained all necessary FAA approvals prior to execution of this Agreement and has provided the other Parties with copies of all such approvals; The License granted herein does not violate any federal grant assurance, property restriction, or regulatory requirement applicable to Airport; and Airport has fully disclosed to the Parties all federal restrictions, conditions, and limitations applicable to the License Area.

SECTION 10. RECORDING AND NOTICE. This Agreement and any amendments hereto shall be recorded in the Official Records of Polk County, Florida, at PRWC's expense.

SECTION 11. NO JOINT VENTURE OR PARTNERSHIP. Nothing in this Agreement shall be construed to create a joint venture, partnership, agency relationship, or association between PRWC and City or Airport. Each Party is an independent governmental entity responsible for its own operations, obligations, and liabilities. No Party has authority to bind or commit any other Party to any obligation, contract, or liability.

SECTION 12. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and their respective successors and assigns. No third party, including but not limited to the FAA, United States government, Airport tenants, or members of the public, shall have any rights or claims under this Agreement or be entitled to enforce any provision hereof.

SECTION 13. SEPARATE LEGAL COUNSEL. Each Party acknowledges that it has been represented by separate legal counsel in connection with the negotiation, review, and execution of this Agreement. No Party has relied on any legal advice, representation, or opinion provided by counsel for any other Party. Each Party has independently evaluated the legal and practical implications of this Agreement and has determined that execution is in its best interests.

SECTION 14. WAIVER OF CLAIMS BETWEEN PARTIES. To the maximum extent permitted by law, each Party waives any right to assert claims against any other Party for contribution, indemnity, or cost recovery relating to liabilities arising from that Party's own federal or state regulatory or contractual obligations, regulatory compliance requirements, or operational responsibilities. This waiver shall not affect any Party's rights under the express indemnification provisions of this Agreement.

SECTION 15. LIABILITY LIMITATION. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

SECTION 16. VENUE, JURY TRIAL; ATTORNEYS' FEES, COSTS AND EXPENSES. Venue of all actions will lie in Polk County, Florida. Each Party waives the right to a jury trial. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to, or resulting from this Agreement, which will include without limitation applicable court costs, including appellate proceedings.

SECTION 17. COUNTERPARTS. This Agreement may be executed in multiple counterparts each of which shall be an original, but which shall collectively form a single agreement.

SECTION 18. EFFECTIVE DATE. This Agreement shall become effective on the date of execution by the last Party to sign this Agreement, as evidenced by the date shown adjacent to such signature (the "Effective Date"). If executed in multiple counterparts, the Effective Date shall be the latest execution date appearing on any counterpart signature page.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES**

IN WITNESS WHEREOF, City has caused these presents to be executed the day and year first written above.

Signed, sealed and delivered
in the presence of:

City of Bartow

Witness #1 signature

By: _____

Name: Tanya Tucker
Title: Mayor

Print Witness #1 name

Witness #2 signature

Print Witness #2 name

Date

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Tanya Tucker as Mayor of the City of Bartow. She [] is personally known to me or has produced _____ as identification.

(Seal)

Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____
My Commission
Expires: _____

IN WITNESS WHEREOF, Airport has caused these presents to be executed the day and year first written above.

Signed, sealed and delivered

Bartow Municipal Airport
Development Authority

in the presence of:

Witness #1 signature

By: _____
Name: Laura Simpson
Title: Chair

Print Witness #1 name

Witness #2 signature

Print Witness #2 name

Date

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Laura Simpson as Chair of the Bartow Municipal Airport Development Authority. She [] is personally known to me or has produced _____ as identification.

(Seal)

Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____
My Commission
Expires: _____

IN WITNESS WHEREOF, PRWC has caused these presents to be executed the day and year first written above.

Attest:

Polk Regional Water Cooperative
A Florida Independent Special District

By: _____
Secretary

By: _____
Chair

Date

Approved as to form and correctness:

By: _____
Edward P. de la Parte
Legal Counsel

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____, Chair of the Polk Regional Water Cooperative on behalf of the Polk Regional Water Cooperative who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name

My Commission Expires _____

EXHIBIT A

