Polk County Board of County Commissioners

Meeting Agenda - Final-revised

March 03, 2026 Regular BoCC meeting

In accordance with the American with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact the Communications Office not later than 48 hours prior to the proceeding. Their office is located in the County Administration Building, 330 West Church Street in Bartow. Telephone (863) 534-6090 or TTY (863) 534-7777. If hearing impaired dial 7-1-1 for Florida Relay services or call (800) 955-8771 (TTY); dial (800) 955-1339 if you are using a computer.

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CALL TO ORDER - 9:00 a.m. (MARTHA SANTIAGO, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

C. COUNTY COMPTROLLER (STACY M. BUTTERFIELD, CPA)

C.1. Disbursements.

C.2. Minutes of Regular Board meeting held on February 17, 2026.

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

F. COUNTY ATTORNEY (RANDY MINK)

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Confirm appointment of Mr. Brian Cogswell to serve as Polk County's Solid Waste Division Director.

G.2. Approve Land Purchase Agreement between Steven Morrison and Sally Morrison and Polk County in conjunction with the Environmental Lands Program, CLASAC Project EL-109-23. ($422,917.50 total expense)

G.3. Approve Consultant Services Authorization (CSA) No. 22-088-04 with HNTB Corporation (Consultant) for design services for the Longfellow Blvd at N. Crystal Lake Dr Intersection Improvement Project, CIP Amendment and budget transfer. ($411,187.81 one-time expense - $261,188.00 one-time transfer)

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Appoint Joshua Borem as Member (Seat 7) of the Polk County Industrial Development Authority, for the remainder of the three-year term, March 3, 2026, to January 21, 2027.

L.2. Chair Santiago Comments.

M. LAY BOARD APPOINTMENTS

N. EXPEDITED HEARINGS PURSUANT TO RESOLUTION NO. 2022-089

* County Attorney opening comments

N.1. PUBLIC HEARING (LDCT-2025-25 Communication Towers) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to lower the level of review for Monopole Communication Towers in non-residential districts; to modify Communication Tower conditional use standards; and add standards and a definition for Mobile Communication Towers. (No Fiscal Impact)

N.2. PUBLIC HEARING (LDCT-2025-26 Car Washes) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to consolidate the number of car wash uses. (No Fiscal Impact)

N.3. PUBLIC HEARING (LDCT-2025-27 Drive-Thru Facilities) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to clarify standards pertaining to drive-thru facilities. No Fiscal Impact.

O. PUBLIC HEARINGS

O.1. Consider the adoption of an Ordinance of the Polk County Board of County Commissioner entitled the Polk County Right-of-Way Sign Enforcement Ordinance. (Continued to March 17, 2026, at 9:00 a.m.)

P. REQUEST FROM THE GENERAL PUBLIC/AUDIENCE AND OPPORTUNITY TO BE HEARD

P.1. Comments.

Q. WORK SESSION ITEMS

R. CONSENT AGENDA ITEMS

R. COMMISSIONER DISTRICT 1

R. COMMISSIONER DISTRICT 2

R. COMMISSIONER DISTRICT 3

R. COMMISSIONER DISTRICT 4

R. COMMISSIONER DISTRICT 5

R. COUNTY COMPTROLLER

R.1. Removal of equipment from inventory as listed on Blanket Removal Form 2236.

R. COUNTY MANAGER

R.2. Approve Sponsorship Agreement with Junior Achievement of Tampa Bay, Inc. for a Junior Achievement Polk Discovery Center at Tenoroc High School. ($200,000 one-time expense)

R.3. Approve Letter of Support for Polk Junior Achievement BizTown and Finance Park Discovery Center (No Fiscal Impact)

R.4. Approve Letter of Support for Florida Department of Transportation (FDOT) - Moving I-4 Forward Connected Corridor Infrastructure - BUILD Application. (No Fiscal Impact)

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R. OFFICE OF PLANNING & DEVELOPMENT

R.5. SET HEARING: (LDCPAS-2025-35 324 Recker Hwy CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment from Residential Suburban (RS) To Business Park Center (BPC), on 12.91± acres located in the Suburban Development Area (SDA). This case is related to LDCD-2025-11 request for a Sub-District Change to Business Park Center -2 (BPC-2). The suggested adoption hearing date is March 17, 2026, at 9:15 a.m.

R.6. SET HEARING: (LDCD-2025-11 324 Recker Hwy Sub-District) to consider the adoption of a Sub-District to change 12.91 +/- acres from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) in the Suburban Development Area (SDA). This case is related to LDCPAS-2025-35 request for a Small-Scale Future Land Use Map amendment from Residential Suburban (RS) To Business Park Center (BPC). The suggested adoption hearing date is March 17, 2026, at 9:15 a.m.

R.7. Accept Performance Surety in the amount of $880,502.11 in the form of Performance Bond No. 47SUR300214011307 for Touchstone Phase 1. (No Fiscal Impact)

R. BUILDING

R. DEPUTY COUNTY MANAGER

R. BUDGET & MANAGEMENT SERVICES

R. PROCUREMENT

R. COMMUNICATIONS

R. COOPERATIVE EXTENSION SERVICES

R. HEALTH & HUMAN SERVICES

R.8. Approve HOME Investment Partnership (HOME) program 1) Homeowner Assistance Agreement and 2) Grant Agreement for the property located in Auburndale, FL., for Case #RC25-HOME-002. ($193,946.94 one-time expense).

R.9. Approve HOME Investment Partnership (HOME) program 1) Homeowner Assistance Agreement and 2) Grant Agreement for the property located in Winter Haven, FL., for Case #RC25-HOME-004. ($174,060.00 one-time expense).

R. HUMAN RESOURCES

R. CODE ENFORCEMENT

R. COURT SERVICES

R. RISK MANAGEMENT

R. COMMUNITY HEALTH CARE

R.10. Approve the amendment and restatement to the contract with Talbot House Ministries of Lakeland, Inc. (Talbot House) for the provision of primary care, specialty care, dental care and behavioral health services to eligible low-income county residents at the Good Samaritan Free Clinic. (Total amount not to exceed $234,000 annually)

R. FACILITIES MANAGEMENT

R.11. Approve selection committee's recommendation to authorize staff negotiations with Grace Design Studios, LLC, to provide architectural and engineering services for the Polk County Fire Rescue Administration Headquarters. (No Fiscal Impact)

R.12. Approve selection committee's recommendation to authorize staff negotiations with Whitehead Construction, to provide Construction Manager at Risk (CMAR) services for the new Smith Lane Joint-Use Fire Rescue Station. (No Fiscal Impact)

R. FLEET MANAGEMENT

R.13. Approve cooperative FuelMaster software agreement with Syn-Tech Systems, Inc. ($150,000 estimated annual expense)

R. PARKS & NATURAL RESOURCES

R. FIRE RESCUE

R. EMERGENCY MANAGEMENT

R. REAL ESTATE SERVICES

R.14. Accept Quit Claim Deed from Lennar Homes, LLC, for additional right-of-way along Lake Parker Drive East and Fairway Avenue. (No fiscal impact)

R.15. Accept Quit Claim Deed for additional right-of-way along Sidney Circle as requested through the Development Review Process. (No fiscal impact)

R.16. Accept a Drainage Easement from Mosaic Fertilizer, LLC for drainage improvements along Bonnie Mine Road. (No fiscal impact)

R.17. Accept Polk County Utility Easement from DHIC-Highlands Reserve, LLC, as requested through the Development Review Process. (No fiscal impact)

R. ROADS & DRAINAGE

R.18. Approve Consultant Services Authorization (CSA) No. 22-093-03 with NV5, (Consultant) for engineering services for the design of a sidewalk along W Daughtery Rd between US 98 and Green Rd. ($189,701.43)

R. UTILITIES

R. SOLID WASTE

R.19. Consultant Service Authorization (CSA) 2021-024-05 with Jones Edmunds and Associates, Inc. for Environmental Resource Permitting (ERP) related to the construction activities to take place at the North Central Landfill (NCLF) Williams Tract cell 3 borrow area and the Transfer Station and Citizens Convenience Center area. (Total cost not-to-exceed $184,022.71)

R. INFORMATION TECHNOLOGY

R.20. Requesting approval for Statement of Work with CDW-G for a Solutions Architect staff augmentation (Not-to-exceed: $135,200)

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R. POLK COUNTY SHERIFF

R. POLK COUNTY SUPERVISOR OF ELECTIONS

R. POLK COUNTY TAX COLLECTOR

R. WORKFORCE DEVELOPMENT BOARD

R. COUNTY ATTORNEY

R.21. Adopt resolution stating intent to take proceeds from the sale of the Waverly Utility System and apply them to an alternate qualifying use under Section 1.141-12(e) of the Treasury Department Regulations and approve Supplement to Certificates Relating to Tax, Arbitrage and Other Matters

R.22. Authorize County Manager for sixty (60) days to adjust rates at the North Central Landfill, as necessary, to address additional yard waste as a result of drought conditions and the recent cold snap.

ANNOUNCEMENTS

Below are scheduled events and public meetings at which two or more County Commissioners or Planning Commissioners may appear to discuss issues that may come before the Board of County Commissioners.

- Monday, March 2, 2026 – 6:00 p.m. – Eloise Community Redevelopment Agency (CRA) Advisory Committee will meet at the Johnny and Freda Brooks Resource Center, 710 Snively Avenue, Eloise.

- Wednesday, March 4, 2026 – 8:50 a.m. – Planning Commission will conduct a work session, prior to its regularly scheduled meeting, in the County Commission Boardroom.

- Wednesday, March 4, 2026 – 9:00 a.m. – Planning Commission meeting will be held in the County Commission Boardroom.

- Wednesday, March 4, 2026 – 2:00 p.m. – Comprehensive Plan Review Advisory Committee will meet in the Learning Center, Second Floor, County Administration Building.

- Thursday, March 5, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

- Thursday, March 5, 2026 – 2:30 p.m. – Historical Commission and Marker Committee will meet in the County Commission Boardroom.

- Tuesday, March 10, 2026 – 12:00 p.m. – Northeast Polk Chamber Adult & Youth Leadership Day Luncheon and Roundtable will be held in Room 413, Fourth Floor, County Administration Building.

- Tuesday, March 10, 2026 – 1:30 p.m. – Librarian's Advisory Council Meeting will be held at the Haines City Library, 111 North 6th Street, Haines City.

- Tuesday, March 10, 2026 – 4:00 p.m. – Legacies in Polk Government Leadership – Polk County History Center, 100 East Main Street, Bartow.

- Wednesday, March 11, 2026 – 7:30 a.m. – Lakeland City Commission Sun n' Fun Breakfast will be held at Skylight Hanger, Sun n' Fun Expo Campus, Lakeland Linder International Airport, 3985 Laird Boulevard, Lakeland.

- Wednesday, March 11, 2026 – 1:30 p.m. – Library Cooperative's Governing Board Meeting will be held at the Winter Haven Public Library, 325 Avenue A Northwest, Winter Haven.

- Wednesday, March 11, 2026 – 2:00 p.m. – Comprehensive Plan Review Advisory Committee will meet in Room 413, Fourth Floor, County Administration Building.

• Wednesday, March 11, 2026 – 4:00 p.m. – Central Florida Development Council (CFDC) Board Meeting will be held at the CFDC Offices, 1725 Bartow Road, Lakeland.

• Thursday, March 12, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

• Thursday, March 12, 2026 – 9:00 a.m. – Tourist Development Council's Marketing Committee will meet at the Polk County History Center, 100 East Main Street, Bartow.

• Friday, March 13, 2026 – 9:00 a.m. – Board/Staff Agenda Review meeting to discuss the Agenda and any other matters that may come before the Board will be held in the Commissioners' Conference Room, Room 407, Fourth Floor, County Administration Building.

• Monday, March 16, 2026 – 1:30 p.m. – Transportation Disadvantaged Local Coordinating Board (TD LCB) meeting will be held in the County Commission Boardroom.

Agenda Item C.1. 3/3/2026

SUBJECT

Disbursements.

DESCRIPTION

Disbursements include payroll and invoice checks, and wire and electronic fund transfers. For detailed list, see Check Register on file in the Clerk's department of Comptroller to the Board.

RECOMMENDATION

Approve and ratify disbursements.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

APPROVE AND RATIFY

Payroll Check Numbers	**04419**	**thru**	**04442**
In the Amount of	**$30,535.85**		
# of Direct Deposits	**2991**		
In the Amount of	**$4,557,502.26**		
Dated	**February 20, 2026**		
Wire and Electronic Fund Transfers	**$34,983,750.17**		
Dated	**February 17, 2026**	**thru**	**March 2, 2026**
Invoice Checks Numbered	**499925**	**thru**	**500759**
Totaling	**$11,500,031.71**		
Dated	**February 17, 2026**	**thru**	**March 2, 2026**

Request approval of minutes of Regular Board Meeting Held on February 17, 2026

Agenda Item C.2. 3/3/2026

SUBJECT

Minutes of Regular Board meeting held on February 17, 2026.

DESCRIPTION

At each Board meeting, minutes of the previous Board meeting are approved.

RECOMMENDATION

Approve minutes.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

Polk County Board of County Commissioners

Meeting Minutes - Draft

February 17, 2026 Regular BoCC meeting

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If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CALL TO ORDER - 9:00 a.m. (MARTHA SANTIAGO, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Employee Recognition

Minutes: The Board recognized Timothy Bearden with Land Development, David Harris with Roads and Drainage and Christine Irons with Land Development for their years of service with the county.

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

Minutes: There was no one from the public wishing to speak regarding Agenda Items.

C. COUNTY COMPTROLLER (STACY M. BUTTERFIELD, CPA)

C.1. Disbursements.

RESULT:	**APPROVED**
MOVER:	Rick Wilson

SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

C.2. Minutes of Regular Board meeting held on February 3, 2026.

RESULT:	**APPROVED**
MOVER:	Becky Troutman
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Rick Wilson
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve Consultant Services Authorization 2024-019-05 with Wright-Pierce, Inc. for Lift Station 302 Replacement Project ($593,097.00 not-to-exceed, one-time expense)

Minutes: County Manager Bill Beasley discussed Consultant Services Authorization 2024-019-05 with Wright-Pierce, Inc., for the Lift Station 302 replacement project. He recommended approval.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Rick Wilson
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

G.2. Approve Ninth Amendment to Encroachment Management Agreement Between United States of America and Conservation Florida and Polk County to provide $1,300,000 of Air Force Readiness and Environmental Protection Integration (REPI) funds towards acquisition within the Sentinel Landscape ($1,300,000.00 one-time funding).

Minutes: County Manager Bill Beasley discussed the Ninth Amendment to Encroachment Management Agreement Between United States of America, Conservation Florida and Polk County providing $1,300,000 of Air Force Readiness and Environmental Protection Integration funds towards acquisition within the Sentinel Landscape. He recommended approval.

RESULT:	**APPROVED**
MOVER:	Rick Wilson

SECONDER:	Michael Scott
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

Minutes: Commissioner Troutman said it has been announced that Moffitt Cancer Center will be coming to Polk County. She said she wanted to publicly thank Ashley and Wesley Barnett for their support as well as the Rogers family for the donation of land. She said that is a significant game changer for health care in Polk County.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Appoint Mr. T. Chad Barron to replace Rob Harper on the Comprehensive Plan Advisory Committee.

RESULT:	**APPROVED**
MOVER:	Rick Wilson
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

I.2. Commissioner Wilson Comments.

Minutes: Commissioner Wilson said on February 24th at 6:00 p.m. they are having a town hall meeting at the Stuart Center in Bartow for the Ag Center. He stated it is something he has worked hard on and everybody has to make this happen. He said we have gotten to a point where we can show what it is going to look like and how things are going to come together.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

Minutes: Commissioner Braswell had no comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

Minutes: Commissioner Scott said we have the community meeting tonight from 6-8 p.m. at Kathleen Baptist Church. He said it is for the North Lakeland Government Center property purchase. He said it is to seek community input and offer clarification on some of the social topics that have been out there that probably are not accurate. He said we are doing our best as a county to be forthcoming with information and also seeking the input of the community.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

Minutes: Chair Santiago had no comments.

N. EXPEDITED HEARINGS PURSUANT TO RESOLUTION NO. 2022-089

Minutes: County Attorney Randy Mink reminded the audience of the procedures for public hearings and expedited hearings. He swore in those who plan to speak.

N.1. Public Hearing (LDCPAL 2025-8 Noth Ridge SAP PIX Text Change CPA) (Adoption Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Text Amendment to Policy 2.131-Q4. L. c. (g) in the North Ridge Selected Area Plan (SAP) regarding limitations on commercial uses in the Professional Institutional-X (PIX) Future Land Use designation. This request is related to a Land Development Code text amendment (LDCT-2025-14). (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal presented this with N. 2 (LDCT-2025-14). He reviewed the proposed text amendments. He said that staff and the Planning Commission recommend approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Becky Troutman
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

N.2. Public Hearing (LDCT-2025-14 North Ridge SAP PIX LDC Text) (Adoption Hearing) to consider the adoption of a Land Development Code text amendment to amend Chapter 4, Section 401.06.E in the North Ridge Selected Area Plan (SAP) relating to commercial use limitations in the Professional Institutional-X (PIX) Future Land Use designation. This case is related to Comprehensive Plan Text Amendment case LDCPAS-2025-8. (No Fiscal Impact)

Minutes: This case was presented with the previous hearing.

RESULT:	**APPROVED**
MOVER:	Rick Wilson
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

N.3. Public Hearing (LDCPAS-2025-34 CR 546 Map Correction CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Agricultural/Residential Rural (A/RR) to Residential Suburban on ±9.7 acres to correct an error in the Future Land Use Map in the Rural Development Area (RDA). (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed map correction. He said that staff and the Planning Commission recommend approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Becky Troutman
SECONDER:	Rick Wilson
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

N.4. Public Hearing (LDCPAS 2025-32 Kathleen & Duff NAC CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 1.13 +/- acres from Residential Suburban (RS) in the Suburban Development Area (SDA) to Neighborhood Activity Center (NAC) in the Urban Growth Area (UGA). (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed land use amendment. He said that staff and the Planning Commission recommend approval.

Upon question, Mr. Ziskal said this is the first step for the land use designation. He said additional approvals depends on what is proposed. He said permitted uses which would be allowed through an administrative site plan or Level 3 Conditional Uses, or a Planning Commission approval. He said depending on how the site is designed it could require future public hearings.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Rick Wilson
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

P. REQUEST FROM THE GENERAL PUBLIC/AUDIENCE AND OPPORTUNITY TO BE HEARD

P.1. Comments.

Minutes: David Butler said when you limit public speaking to 15 people per meeting that is dirty and they wonder why people do not like them. He said that the taxes continue to go up. He said they took the plane to Tallahassee and he said to quit wasting money. He said it is roughly $1,000 an hour to fly. He said to listen to the people. He said we are rationing water but they approved a data center that will be using millions of gallons of water of a day. He said he cannot make that make sense. He said they have control of the Sheriff's budget.

Debbie Hicks thanked Commissioner Troutman for taking her time at the last meeting to let her know that multiple steps were taken to keep the animals warm. She said she is asking for a new animal control facility. She said she does not have an issue with the 15 people limit but she would have an issue if they tell her she can only talk about the same thing so many times.

Commissioner Troutman thanked Ms. Hicks and she said she received her letter. She said she appreciates that. She said since she has been up here there has never been

15 people here in the general public comments and that is something they can always address.

Commissioner Scott said Ms. Hicks' insight on incremental improvements has helped him in a lot of different ways. He discussed the larger dog run area for the bigger breeds. He said to please keep coming and presenting.

James Abercrombie said he is here for the Constitution and that we have a government for the people by the people. He said he has never seen a Constitution that has that right. He discussed limited government, HOA's and jurisdictions. He said we have an attorney that thinks he can run the show. He said he does not have a right and he answers to them. He said the county manager is supposed to be giving due process. He said they make the final decision on everything in this county.

County Manager Bill Beasley said to keep Deputy County Manager Ryan Taylor and his family in our prayers.

Meeting adjourned at 9:38 a.m.

Agenda Item D.1. 3/3/2026

SUBJECT

Approve Consent Agenda.

DESCRIPTION

All items on the Consent Agenda are approved in one motion.

RECOMMENDATION

Approve Consent Agenda.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

Agenda Item G.1. 3/3/2026

SUBJECT

Confirm appointment of Mr. Brian Cogswell to serve as Polk County's Solid Waste Division Director.

DESCRIPTION

The Polk County Charter specifies the County Manager's appointment of executive service employees is subject to confirmation by the Board of County Commissioners.

The County Manager has appointed Mr. Brian Cogswell to the position of Solid Waste Division Director.

Mr. Cogswell has more than 24 years of experience in county government, currently serving as the NCLF Site Manager for the Polk County Solid Waste Division, providing administrative, managerial, and supervisory oversight of landfill operations and residential waste collection operations. In that capacity, he oversees all field operations at the North Central Landfill and Solid Waste Collections serving more than 13,000 residences, ensuring compliance with Federal, State, and local regulations. He currently leads a staff of 45 employees and provides direction in personnel development, training, and succession planning.

Additionally, Mr. Cogswell monitors permitting and regulatory compliance, participates in site inspections, and maintains a strong working relationship with regulatory agencies including the FDOT, FDEP, Federal OSHA, and the US EPA. He has reduced operational costs through workflow optimization and staffing efficiency and has played a key role in managing multi-million-dollar Capital Improvement Projects.

From 2019 to 2023, he served as Finance & Customer Service Manager at the NCLF, overseeing finance, customer service, scale house, and administrative operations. In this role, he supervised 25 employees, improved morale and reduced turnover, managed $200 million within the Solid Waste Enterprise fund inclusive of a $45 million operational budget, and completed related audits with the Polk County Clerk of Courts - Inspector General. He also supported the restoration of residential collection services during the COVID-19 pandemic and helped develop a five-year residential collection contract valued at over $200 million.

In early 2019, Brian also served as the NCLF Business Process Analyst, developing the "Code Red" Safety Response Guide, training staff in emergency response procedures, and strengthening the division's safety program through daily briefings and improved incident reporting.

Furthermore, Mr. Cogswell has extensive public safety experience through his prior 17 years of service with the Polk County Sheriff's Office, to include responsibilities as a Detective/Deputy Sheriff leading complex investigations and multi-agency operations.

Mr. Cogswell earned a Master of Science in Cybersecurity from the University of South Florida and a

Bachelor of Science in Criminal Justice from Polk State College. His professional achievements include FEMA and Incident Command System training, Solid Waste Landfill Operator certification through the University of Florida (TREEO), and an anticipated completion of the Certified Public Manager (CPM) program through Florida State University in July 2026.

RECOMMENDATION

Recommend the Board confirm the Manager's appointment of Mr. Brian Cogswell to serve as the Solid Waste Division Direction, effective March 3, 2026.

FISCAL IMPACT

The Solid Waste Division Director is an authorized and budgeted position in the Adopted Budget, and the existing appropriations are sufficient to cover the negotiated salary and benefits, which total $198,051.96 ($154,850.00 base salary + $43,201.96 benefits).

CONTACT INFORMATION

Bill Beasley, County Manager

(863) 534-6444

BillBeasley@polk-county.net

BRIAN A. COGSWELL

ABOUT ME

Dynamic and strategic leader with 24+ years of advancing responsibility in county government. Recognized for driving innovations, strengthening teams, empowering subordinates and improving operational efficiency while upholding the highest standards of safety, professionalism, and environmental and financial stewardship.

SKILLS

- Strategic and Operational Leadership
- Financial & Contract Management
- Budgeting and Long Range Planning
- Strategic alliances with state regulators
- Emergency Response and Preparation
- Regulatory and Environmental Compliance
- Personnel and Staff Development
- Collaborative partnerships with stakeholders and relevant agencies

WORK EXPERIENCE

Polk County Board of County Commissioners | 2019 - current

Site Manager - Polk County Solid Waste Division (2023-current)

- Responsible for administrative, managerial, and supervisory work directing the personnel of the Solid Waste Division's landfill and residential collections operations in strict adherence of Federal, State, local ordinance and State Statutes.
  - North Central Landfill - receiving ~3,200tn/day Class 1 : municipal solid waste including all incorporated and unincorporated Polk County (850,000+ residents)
  - Polk County Solid Waste Collections - waste collection of 13,000+ residences.
- Plan, direct, coordinate and supervise a staff of 45 employees to include:
  - Deliver industry-leading environmental safety and operational performance.
  - Oversight of personnel needs: interview selection, coaching, training/evaluation, discipline, and implementation of Succession Management (including promotions).
- Active monitoring of ongoing permitting and site compliance for regulatory inspections.
  - Participates in regulatory inspections and prepares correspondence for regulatory partners. Maintains functional/critical relationship between PCSW and FDEP.
- Reduced operational costs by optimizing workflows and staffing levels.
- In depth understanding and application of federal, state, and local regulations including FDEP, OSHA, EPA, and DOT requirements.
- Implemented new technology (Carlson) to actively monitor equipment usage and landfill compaction (currently 1800 lbs/cy) to support the 150-year development plan for landfill site operations.

- Project Management/Coordination of multi-million dollar CIP projects including:
  - North Central Landfill "Phase VI" landfill cell construction - increasing landfill capacity approximately 7.5 years valued at $24 million (2022)
  - North Central Landfill "Constructed Wetland Leachate Treatment System" construction - estimated operational cost savings ~$2 million per year (2025)
  - North Central Landfill "Polk County RNG" partnership with Opal Fuels - estimated revenue of ~$500,000 per year (2025)
  - North Central Landfill "Phase IV" landfill cell construction - increasing landfill capacity approximately 16 years (construction to begin in 2026 at $113 million)

Finance & Customer Service Manager - Polk County Solid Waste Division (2019-2023)

- Responsible for administrative, managerial, and supervisory work directing the personnel of the Solid Waste Division's Finance, Customer Service, Scale House, and Administrative sections.
- Planed, directed, coordinated and supervised a staff of 25 employees to include:
  - Ensuring the highest standards of customer service.
  - Reduced employee turnover and elevated employee morale
- $200 million fund management including $45 million operational budget.
- Completed comprehensive audits with Polk County Clerk of Courts- Inspector General.
- Developed and implemented fiscal/cash management controls and processes.
- Represent the Division in various workshops/meetings/and to the Board of County Commissioners.
- Manage contracted residential curbside collection haulers in the collection of 160,000+ residential parcels.
  - Critical role in the restoration of residential collections services during COVID-19 including the deployment of supplementary collection haulers.
- Collaboration with multi-discipline RFP committee to draft the five-year Residential Collection contract valued over $200 million (FY24/25).
- Instrumental in the implementation of the pilot project that lead into the County's active residential solid waste collection services (FY24/25).
    - Including: Pro forma and budget forecast/analysis with future growth projections.
- Assisted in the County's debris management and restoration efforts resulting from Hurricane Ian & Milton, in collaboration with partner divisions and FEMA.

Business Process Analyst - Polk County Solid Waste Division (2019)

- Ensured environmental, health, safety and security standards are compliant with governmental regulations
  - Created and implemented the "Code Red" Safety Response Guide and trained staff for emergency response and effective radio communications.
  - Redesigned the Safety Program implementing daily tailgate safety briefings, monthly safety presentations, and regular debriefings on incidents/near-misses.
- Liaison for Solid Waste building partnerships with support divisions and their directors.

Polk County Sheriff's Office, Polk County FL | 2002-Current (Reserve)

Detective/Deputy Sheriff

20 years of dedicated public service. Sworn Law Enforcement Officer with extensive experience in high-profile investigations, legal compliance, and multi-agency operations. Known for precision, professionalism, and strong leadership. Led teams of up to 35 detectives, produced legally scrutinized investigative reports and warrants, and served as liaison to the State Attorney's Office and DHS with expert witness testimony.

EDUCATION

Masters of Science

University of South Florida (Tampa, FL) | 2016
College of Engineering - Cybersecurity

Bachelors of Science

Polk State College (Winter Haven, FL) | 2014
College of Public Safety - Criminal Justice

ACHIEVEMENTS

Trained and proficient in FEMA disaster guidelines and Incident Command System to include: IS-700 NIMS National Incident Management, ICS-100/ICS-200/ICS-300 Incident Command, Department of Homeland Security
Subject Matter Expert (SME)- Cybercrimes/Cybersecurity, 10th Judicial District Court, Florida
Solid Waste Landfill Operator, University of Florida (TREEO)
Mid-Management, Polk State College
Succession Management Program, Polk County Board of County Commissioners
Certified Public Manager (CPM), Florida State University (Graduation in July 2026)

MEMBERSHIPS | COMMUNITY SERVICE

Board Chairman, Berkley Accelerated Middle School and Advanced Studies (BAMS)

- Current strategic planning - design/build two additional school campus' in response to local growth and demand for high-performing public educational institutions.

American Heart Association, Heart Walk Team Leader
United Way, Solid Waste Division Coordinator
First Missionary Baptist Church, Audio/Video Technician & Youth Leader

Agenda Item G.2. 3/3/2026

SUBJECT

Approve Land Purchase Agreement between Steven Morrison and Sally Morrison and Polk County in conjunction with the Environmental Lands Program, CLASAC Project EL-109-23. ($422,917.50 total expense)

DESCRIPTION

In February 2023 the Board adopted Resolution No. 2023-009 which created the Polk County Conservation Land Acquisition Selection Advisory Committee ("CLASAC"). The creation of CLASAC was in response to a bond referendum approved by voters in November 2022 to finance capital projects related to the acquisition, preservation, protection, management, operation and restoration of environmental lands, water resources and important fish and wildlife habitat. CLASAC reviews and evaluates properties nominated by property owners and provides a recommendation to the Board as to whether or not staff should pursue the acquisition of the properties for the program.

One such nomination was made by Steven Morrison and Sally Morrison, brother and sister, for a tract of land located east of Lake Wales and the west of Walk in Water Road. The property was evaluated by CLASAC which recommended approval and in February 2024 the Board approved staff to pursue the acquisition of the property. The County hired an independent appraiser to establish a value for the property which is four individual tax parcels that together form a flag shaped parcel containing approximately 26-acres. Ongoing discussions with the property owners have resulted in an agreement wherein the County would purchase approximately 21-acres in fee simple and a conservation easement over the remaining 5-acres located in the northeast corner of the overall property. The owner of the property has agreed to accept the County's offer in the amount of $415,917.50 for the purchase of the fee parcel along with the conservation easement parcel and has executed an Agreement for Sale and Purchase for the purchase of both.

The County Attorney's Office and the Real Estate Services Director have reviewed the Agreement for Sale and Purchase and recommend approval. Approving the Agreement for Sale and Purchase, authorizing the issuance of funds for the purchase, and hiring American Government Services Corporation to close the transaction will allow the County to take ownership of the fee property along with a conservation easement over the remainder property for the program.

RECOMMENDATION

Request Board approve the above-mentioned Agreement for Sale and Purchase and authorize the issuance of funds in the amount of $415,917.50 for the purchase. Also request Board approve hiring American Government Services Corporation to close the transaction and approve paying closing costs in the estimated amount of $7,000 for a total amount of $422,917.50.

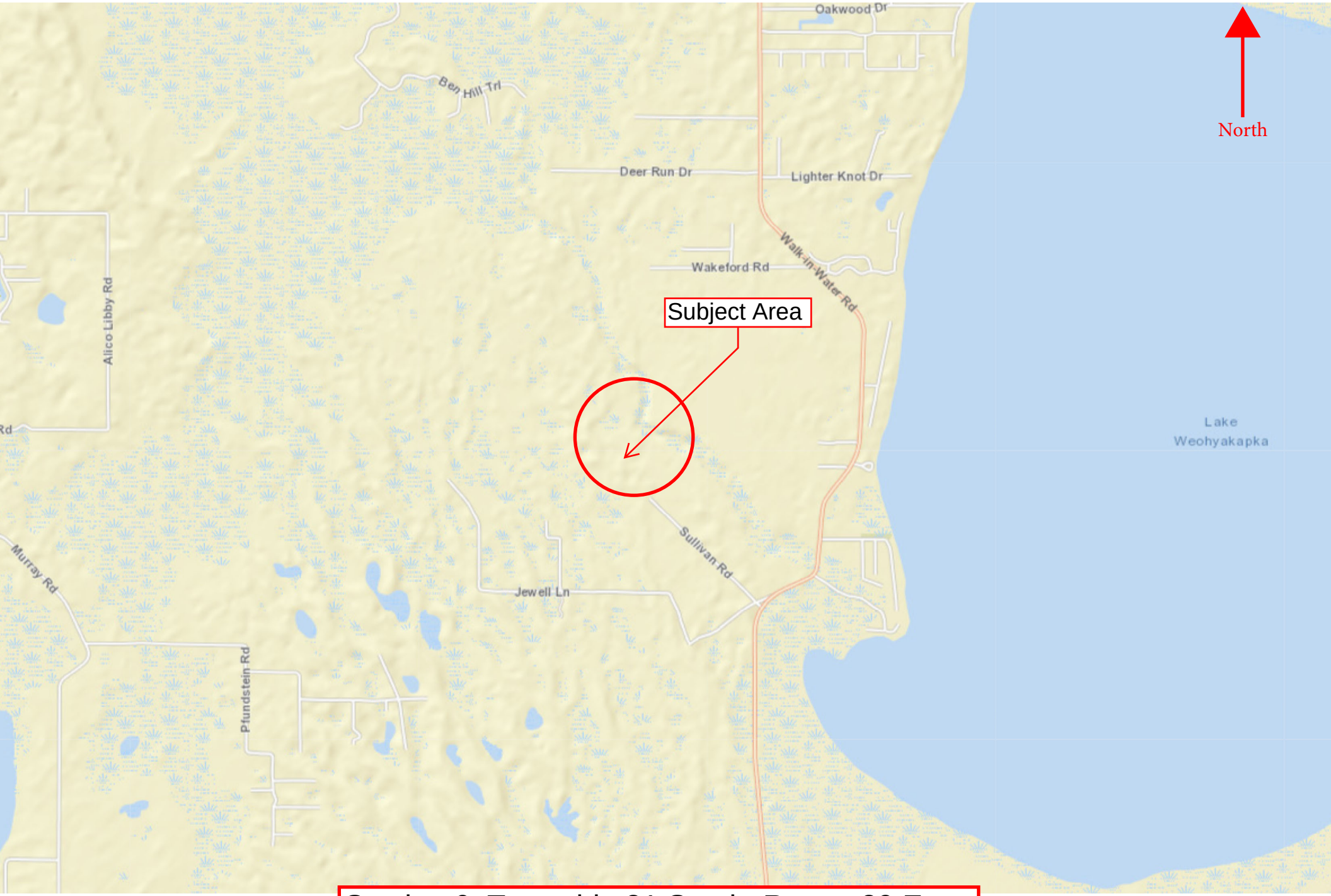
FISCAL IMPACT

Funds are available for the purchase in the amount of $162,896 in the Special Revenue Grant -

Sentinel Landscape DIG Fund. Funds are available for the remainder of the purchase price and estimated closing costs in the amount of $260,021.50 in the Environmental Lands Acquisition Fund.

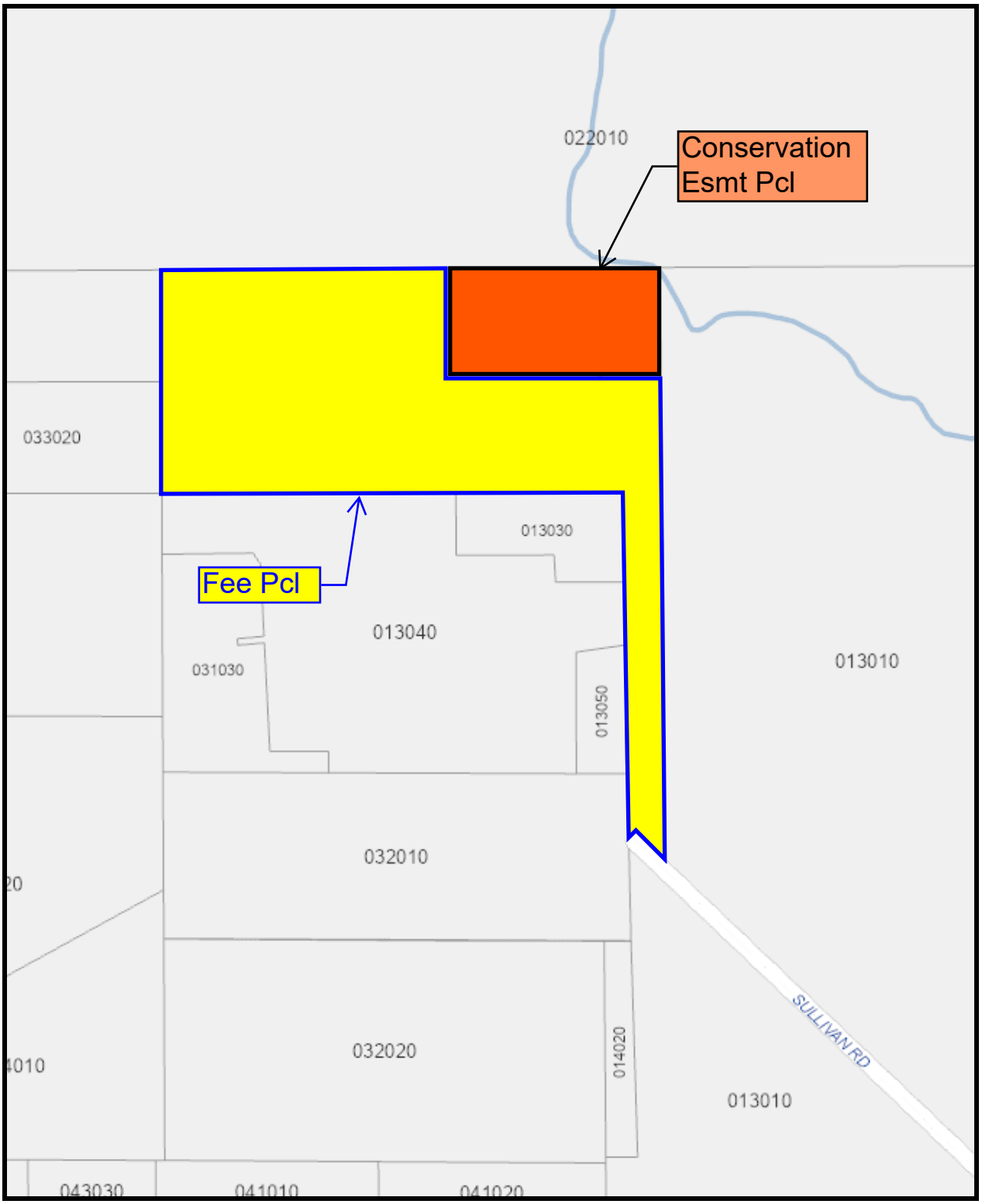
CONTACT INFORMATION

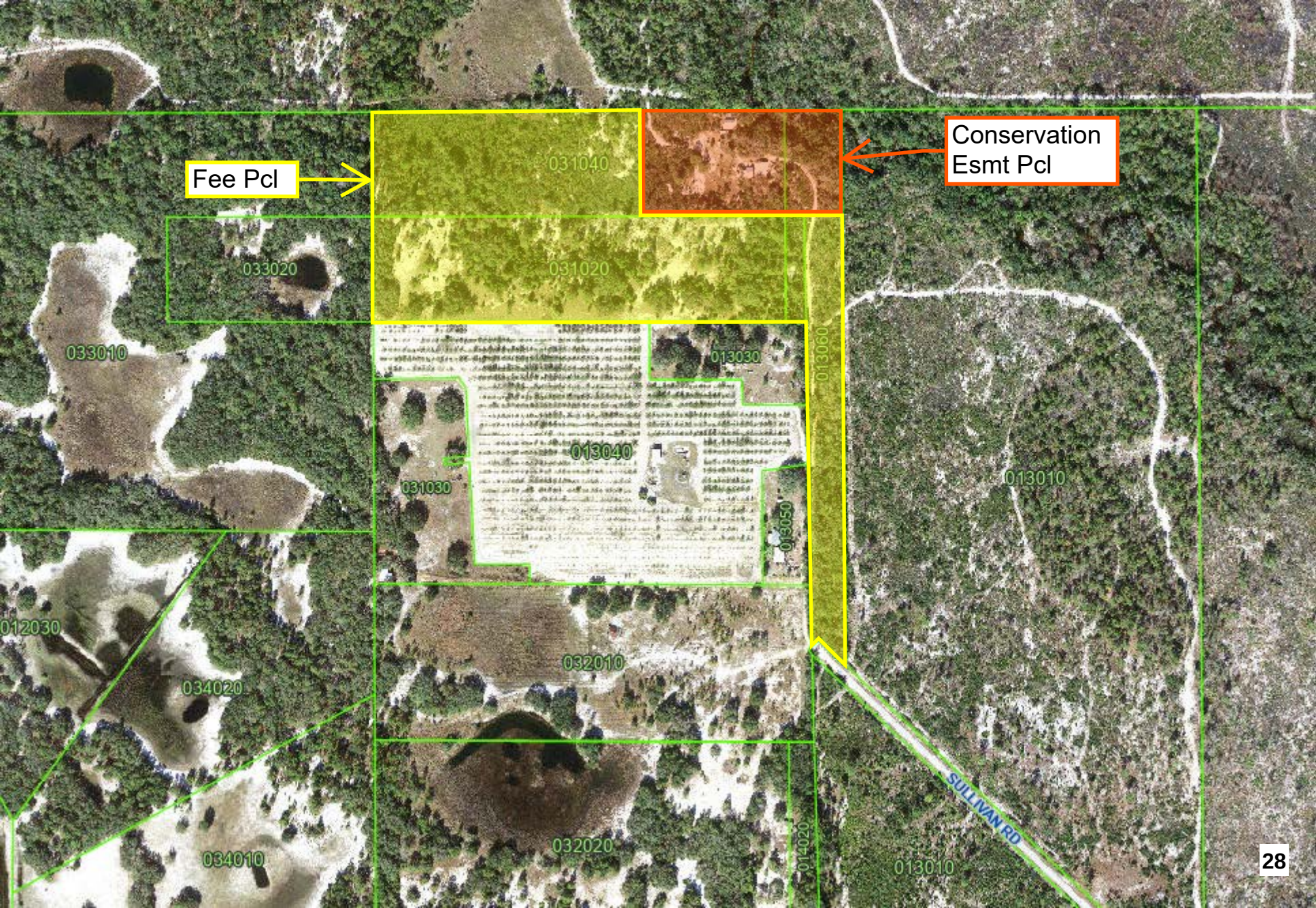
R. Wade Allen, Director
Real Estate Services
863-534-2577



Section 6, Township 31 South, Range 29 East

SECTION 06, TOWNSHIP 31 SOUTH, RANGE 29 EAST




Fee Pcl
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AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made and entered into as of the Effective Date (defined in Section 4 below), by and between **STEVEN C. MORRISON**, an unremarried widower, and **SALLY MORRISON,** a single woman, whose address is 4500 Sullivan Road, Lake Wales, FL 33898, referred to as "Sellers", and **POLK COUNTY,** a political subdivision of the State of Florida, whose mailing address is P.O. Box 9005, Bartow, Florida 33831, referred to as "Purchaser."

1. **AGREEMENT TO SELL**. Sellers hereby agree to sell to Purchaser and Purchaser hereby agrees to purchase from Sellers that certain real property, or portions thereof, containing approximately 20.79 acres, identified as Parcel ID Numbers 293106-000000-031020, 293106-000000-013020, part of 293106-000000-013060 and part of 293106-000000-031040, as more particularly described in the attached Exhibit "A", located in Polk County, Florida, together with all improvements, easements, and appurtenances (the "Property"), in accordance with the provisions of this Agreement. Sellers further agree to sell and grant and Purchaser hereby agrees to purchase from Sellers a conservation easement over the property more particularly described in the attached Exhibit "B" (the "Easement") by a Conservation Easement, the form of which shall be generally consistent with the Conservation Easement attached hereto as Exhibit "C." Subject to the approved exceptions, the conveyance of the Property will include, without limitation, all improvements on the land and all rights with respect to the Property, including, but not limited to, all water rights, all mineral rights, all oil and gas rights, and all other rights connected with the beneficial use and enjoyment of the Property, and shall include a reservation by the Sellers of a thirty (30) foot wide easement for ingress and egress to the Easement. Said ingress/egress easement is more particularly described in that certain Warranty Deed recorded in O.R. Book 1948, at Page 1132, Public Records of Polk County, Florida.

2. **ACKNOWLEDGMENT**. The parties acknowledge the exchange of promises and other good and valuable consideration, the sufficiency of which the parties acknowledge support the value of this Agreement to the parties.

3. **TOTAL PURCHASE PRICE**. The purchase price ("Purchase Price") for the Property and Easement is Four Hundred Fifteen Thousand Nine Hundred Seventeen and 50/100 Dollars ($415,917.50). The Purchase Price will be paid by Purchaser at Closing, subject only to the pro rations and adjustments as otherwise provided in this Agreement. The Purchase Price shall be paid to the Title

Company (hereinafter defined) by Purchaser via county warrant, or electronic wire transfer.

Sellers acknowledge and agree that Purchaser shall take fee simple title to all of the Property at Closing and a perpetual easement interest in the Easement. Unconditional conveyance of the Property in fee simple and a grant of a perpetual easement interest in the Easement from Sellers to Purchaser will take place at the Closing, in exchange for the payment to be made to the Sellers at Closing as set forth in this section.

4. **TIME FOR ACCEPTANCE.** Sellers acknowledge and agree that its execution of this Agreement constitutes a binding offer to sell the Property and Easement to Purchaser for the Purchase Price, as stated above. Said binding offer shall be valid and enforceable from the date of Sellers' execution of this Agreement through March 17, 2026. The effective date of this Agreement, for purposes of performance, shall be regarded as the date when the Polk County Board of County Commissioners approves this Agreement on behalf of Purchaser (the "Effective Date"), which date may be no later than March 17, 2026. If this Agreement is not approved on behalf of the Purchaser by March 17, 2026, this Agreement shall automatically terminate without further notice and the parties shall have no further rights or obligations hereunder. Acceptance and execution of this Agreement shall void any prior contracts or agreements between the parties concerning the Property unless incorporated by reference herein. In such event, the parties shall have no further rights or obligations to each other hereunder.

5. **ENVIRONMENTAL AUDIT**. Intentionally Omitted.

6. **HAZARDOUS MATERIALS**. Intentionally Omitted.

7. **Wood-Destroying Organisms Inspection.** Intentionally Omitted.

8. **Roof Inspection.** Intentionally Omitted.

9. **SURVEY**. Purchaser may have the Property surveyed at its sole cost and expense. The survey (the "Survey") shall be done in accordance with the minimum technical standards for land surveying as adopted by the Florida State Board of Surveyors and Mappers, shall state the acreage of the Property, shall locate all title exceptions listed in the Title Commitment and be signed and sealed by a Florida registered land surveyor or professional engineer licensed by the State of Florida. If the Survey shows any encroachment on the Property or improvements intended to be located on the Property encroach on land of another, the same shall be treated as a Title Defect under Section 11 below.

10. **TITLE INSURANCE**. Purchaser shall, at its sole cost and expense and at least fifteen (15) days prior to the closing of the transaction contemplated herein (the "Closing"), obtain a title insurance commitment (the "Title Commitment") prepared by American Government Services Corporation (the "Title

Company"), to be followed by an owner's marketable title insurance policy insuring marketable title to the Property in the amount of the Purchase Price. Sellers shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, except for those not yet due and payable, (b) unrecorded rights or claims of parties in possession (except as hereinafter allowed), (c) survey matters, subject to Purchaser delivering a current certified survey to Sellers and Title Company as further described in Section 9 of this Agreement, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens.

11. **DEFECTS IN TITLE**. If the Title Commitment or Survey contains exceptions to title which are not acceptable to Purchaser in Purchaser's sole and absolute discretion, then Purchaser shall notify Sellers of any and all objections to same in writing at least fifteen (15) days prior to Closing. Any such objection by Purchaser shall be deemed a "**Title Defect**," whether shown on the Survey or disclosed in the Title Commitment. Such notice is referred to herein as the "**Notice of Title Defect.**" Sellers shall provide notice to Purchaser within five (5) days of receipt of the Notice of Title Defect which, if any, of the Title Defects Sellers intend to cure prior to Closing. Sellers shall be deemed to refuse to cure any and all Title Defects which it does not expressly elect to cure in such notice. Sellers shall not be required to take any action to eliminate any Title Defect which it elects or is deemed to have elected not to cure. If Sellers do not provide written notice to Purchaser within five (5) days from receipt of Purchaser's Notice of Title Defect that it intends to cure all Title Defects, then Purchaser may terminate this Agreement. Purchaser shall also have the right to object at any time to any Title Defect placed of record subsequent to the effective date of the Title Commitment, whether by virtue of an update to the Title Commitment or as indicated on an updated Survey or otherwise. If Sellers shall fail or decline to cure any Title Defects required or agreed to be cured by Sellers prior to Closing, then, at the option of Purchaser, Purchaser may (i) terminate this Agreement, or (ii) proceed to Closing without satisfaction of Purchaser's objection(s).

12. **LEASES**. Intentionally Omitted.

13. **INTEREST CONVEYED**. At Closing, Sellers shall execute and deliver to Purchaser a warranty deed (the "Warranty Deed"), in accordance with Section 689.02, Florida Statutes, conveying to Purchaser marketable title to the Property in fee simple and grant a perpetual easement interest in the Easement by a Conservation Easement which shall be generally consistent with the form attached hereto as Exhibit "C," free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those encumbrances that do not impair the marketability of the title to the Property and except for those matters shown on the Survey or in the Title Commitment and accepted or deemed acceptable by Purchaser. Said Warranty Deed shall contain a reservation that the

Sellers reserve unto themselves, their heirs and assigns, a perpetual easement for ingress, egress and utilities over the thirty (30) foot wide easement area, as more particularly described in that certain Warranty Deed recorded in O.R. Book 1948, at Page 1132, Public Records of Polk County, Florida.

14. **PREPARATION OF CLOSING DOCUMENTS**. Upon execution of this Agreement, Sellers shall, if applicable, submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes. The Title Company will conduct the Closing and will prepare the deed described in Section 13 of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes. All prepared documents shall be submitted to Purchaser and Sellers for review and approval at least five (5) days prior to the Closing.

15. **OWNERS AFFIDAVIT/CONSTRUCTION LIENS**.

a. At Closing, the Sellers shall furnish to the Purchaser an Owner's Affidavit(s) ("Owner's Affidavit") swearing that there have been no improvements to the Property within ninety (90) days immediately preceding the Closing Date (as defined in Section 21 of this Agreement), except for those which have been paid for in full, in order to enable the Title Company to delete the construction lien exception from the Title Commitment. If the Property has been improved within ninety (90) days immediately preceding the Closing Date, the Sellers shall deliver appropriate releases or waivers of all construction liens and the Seller's construction lien affidavit in order to enable the Title Company to delete the construction lien exception from the Title Commitment. In addition, the Owner's Affidavit shall be acceptable to the Title Company in order to enable the Title Company to delete the unrecorded easements, parties in possession, and other standard exceptions from the Title Commitment.

b. Sellers shall comply with the provisions of the Foreign Investment Real Property Tax Act, Section 1445 of the Internal Revenue Code (FIRPTA). In the event the Sellers are not a "non-resident alien" or a "foreign person" as defined within the meaning of FIRPTA, then Sellers shall provide to the Purchaser at Closing, a non-foreign affidavit in a form acceptable to the Title Company ("Non-Foreign Affidavit"); or in the event the Sellers are a "non-resident alien" or "foreign person" within the meaning of FIRPTA and Sellers have not otherwise obtained an exemption or other written release from the Internal Revenue Service (IRS), then the Title Company shall withhold a sum equal to fifteen (15) percent of the Purchase Price, or such amount set forth in any written release from the IRS, from Sellers' proceeds at Closing and pay such sum to the IRS within ten (10) days from Closing.

16. **DOCUMENTS FOR CLOSING**.

a. At Closing, Sellers shall execute and deliver (or cause to be executed and

delivered) to Purchaser the following documents and instruments ("Seller's Documents"): the Warranty Deed, the Owner's Affidavit, the Non-Foreign Affidavit, a closing statement, a certificate stating that the representations and warranties contained in this Agreement are true and correct, and all other documents and instruments provided for under this Agreement, reasonably required by the Title Company, or reasonably required by Purchaser to consummate the transaction contemplated by this Agreement, all in form, content and substance reasonably required by and acceptable to Purchaser and Sellers.

b. If Sellers are not an individual, then Sellers shall prepare and deliver to Purchaser, or Title Company, at least five (5) days prior to Closing, evidence satisfactory to Purchaser that Sellers have complied with any corporate, trust, limited liability company, general partnership, or limited partnership requirements necessary to authorize the sale and conveyance of the Property in accordance with the provisions of this Agreement.

17. **PURCHASER REVIEW FOR CLOSING**. Purchaser will approve or reject each item required to be provided by Sellers under this Agreement within fifteen (15) days after receipt of all required items, provided any rejections are reasonable. Sellers will have fifteen (15) days thereafter to cure and resubmit any reasonably rejected item. In the event Sellers fail to timely deliver any item, or Purchaser reasonably rejects any item after delivery, Purchaser may in its discretion extend the Closing for up to fifteen (15) days, but not later than April 1, 2026.

18. **EXPENSES**. Purchaser will pay the documentary revenue stamp tax and costs associated with the conveyance. Purchaser will pay the title insurance premium, closing fee, title search fee, and recording cost for the deed and ancillary recording costs associated with the Closing. Each party shall pay their own attorney's fees.

19. **TAXES AND ASSESSMENTS**. All real estate taxes prior to 2026, and all certified confirmed and ratified assessments which are a lien against the Property shall be satisfied of record by Sellers at Closing, all current real estate taxes shall be pro-rated as of Closing, and all other assessments shall be assumed by Purchaser at Closing. In the event Purchaser acquires fee title to the Property between January 1 and November 1, Sellers shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of Closing, based upon the current assessment and millage rates on the Property. In the event Purchaser acquires fee title to the Property on or after November 1, Sellers shall pay at Closing an amount equal to the taxes that are determined to be legally due and payable to the county tax collector.

20. **ADDITIONAL CONDITIONS PRECEDENT TO CLOSING**. In addition to all other conditions

precedent to Purchaser's obligation to consummate the purchase and sale contemplated herein as provided elsewhere in this Agreement, the following shall be additional conditions precedent to Purchaser's obligation to consummate the purchase and sale contemplated herein:

a. The physical condition of the Property shall be substantially the same on the date of Closing as on the Effective Date of this Agreement, reasonable wear and tear excepted.

b. At Closing, there shall be no litigation or administrative agency or other governmental proceeding, of any kind whatsoever, pending or threatened, which after Closing would materially adversely affect the value of the Property.

c. Prior to Closing, approval and release of funds to Purchaser in the amount of the Purchase Price by Polk County Board of County Commissioners.

d. Approval of this Agreement by the Polk County Board of County Commissioners.

e. Purchaser's approval of all documents to be furnished hereunder by Sellers as provided hereunder.

Should any of the conditions precedent to Closing provided above in this Section 20 fail to occur, then Purchaser shall have the right, in Purchaser's sole and absolute discretion, to terminate this Agreement, upon which both parties shall be released from all further rights and obligations under this Agreement with respect to each other.

21. **CLOSING PLACE AND DATE**. The Closing shall occur on or before April 17, 2026 (the "Closing Date"), after Purchaser's approval of this Agreement; provided, however, that if a defect exists in the title to the Property, title commitment, or any other documents required to be provided or completed and executed by Sellers, the Closing shall occur either on the original Closing Date or within thirty (30) days after receipt of documentation curing the defects, whichever is later, but in no case later than May 17, 2026. The date, time and place of closing shall be mutually agreed upon by Sellers and Purchaser. The Purchaser shall have the unilateral right in its sole and absolute discretion to extend the Closing Date any number of times, but not beyond May 17, 2026.

22. **RISK OF LOSS AND CONDITION OF REAL PROPERTY**. Sellers assume all risk of loss or damage to the Property prior to the Closing Date. If any structure or other physical improvement on the Property or the condition of the Property shall be damaged or materially altered by fire, wind, flood, sinkhole, or other casualty between the date this Agreement is executed by Sellers and the Closing Date, then the following provisions shall apply: (a) Sellers shall not be obligated to repair or replace the damaged property; and (b) Purchaser shall have the option, at Purchaser's sole discretion, to either (i) terminate this Agreement upon written notice to Sellers or (ii) move forward and close this transaction, in which event Sellers shall convey the Property to Purchaser, and Purchaser shall purchase the Property,

in its "As Is" condition subject to such damage, with no adjustment to the Purchase Price; except, Purchaser shall be entitled to any and all insurance proceeds and other compensation paid or payable to Sellers because of such loss or damage and Sellers' rights thereto shall be assigned to Purchaser at Closing (or Sellers shall give a credit to Purchaser off the Purchase Price for the amount of such compensation).

23. **POSSESSION**. Sellers shall deliver possession of the Property to Purchaser at Closing.

24. **DEFAULT**. If Sellers default under this Agreement, Purchaser may waive the default and proceed to closing, or refuse to close, each of the foregoing remedies without having any action for damages, or any other remedy permitted by law or in equity resulting from Sellers' default. The remedies set forth above shall be the Purchaser's sole remedies hereunder. In connection with any dispute arising out of this Agreement (including without limitation litigation and appeals) each party, whether Sellers or Purchaser, will be responsible for their own attorney's fees and costs.

25. **BROKERS.** Sellers and Purchaser each warrant and represent to the other that such party has not employed or dealt with any real estate broker or agent in connection with this transaction or the Property and, to each party's knowledge, no commission or fee is due to any person with regard to this Agreement or the Closing thereof. Each party, whose action or alleged action or commitment form the basis of any claim or demand for any brokerage fees, agent commissions, or other compensation asserted by any person or entity in connection with this Agreement or the transaction contemplated thereby, shall indemnify and hold harmless the other party from and against any and all such claims or demands. The provisions of this section shall survive the Closing or termination of this Agreement.

26. **RECORDING**. A notice of this Agreement may be recorded by Purchaser in the appropriate county, and Sellers will execute an appropriate notice, if requested by Purchaser.

27. **ASSIGNMENT**. This Agreement may not be assigned in whole or in part without the prior written consent of all parties. Any such assignment or attempted assignment shall be null and void.

28. **TIME**. Time is of essence with regard to all dates or times set forth in this Agreement.

29. **SUCCESSORS IN INTEREST**. The terms and conditions of this Agreement shall apply to and bind Sellers, and its successors and assigns, upon signing by Sellers and shall be binding upon Purchaser upon approval by Purchaser. Whenever used, the singular shall include the plural and one gender shall include all genders.

30. **ENTIRE AGREEMENT**. This Agreement, including referenced plans, exhibits, and

attachments hereto, shall constitute the entire agreement between the parties pertaining to the subject matter and shall supersede, replace, and nullify all prior and contemporaneous agreements, representations and undertakings of the parties, either written or oral. The degree of either party's role in the preparation of this Agreement shall not be construed against the drafter.

31. **WAIVER**. Failure of Purchaser or Sellers to insist upon strict performance of any covenant, term, provision, or condition of this Agreement, or to exercise any right or option contained herein, shall not be construed as a waiver or relinquishment for the future of any such covenant, term, provision, or condition or right of election, but the same shall remain in full force and effect.

32. **AGREEMENT EFFECTIVE**. This Agreement or any modifications, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

33. **ADDENDUM**. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

34. **NOTICE**.

a. Any notice required or permitted under this Agreement shall be in writing and shall be sent to the party to such party's address set forth below.

Purchaser: POLK COUNTY
c/o Real Estate Services Director
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831

Sellers: Steven C. Morrison
Sally Morrison
4500 Sullivan Road
Lake Wales, FL 33898

b. The notice shall be given by any of the following methods: (i) by personal delivery, in which case the notice will be deemed given and received upon the actual date of delivery; (ii) by U.S. certified or registered mail, return receipt requested, postage prepaid, in which case the notice will be deemed given upon the date deposited in the U.S. mail and the notice will be deemed received on the third business day after the date deposited in the U.S. mail; or (iii) by a nationally recognized commercial carrier, such as Federal Express or United Parcel Service, for next business day delivery, in which case the notice will be deemed given upon the date deposited with the commercial courrier and the notice will be deemed received on the next business day after the date deposited with the commercial carrier.

35. **SURVIVAL**. The covenants, warranties, representations, indemnities, and undertaking of Sellers and Purchaser set forth in this Agreement shall survive the Closing, the delivery and recording of the deed described in this Agreement and Purchaser's possession of the Property.

36. **SEVERABILITY**. All clauses contained herein shall act independently of each other. If any section, phrase, sentence, or portion of this Agreement is, for any reason, held to be invalid by any court of contested jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

37. **GOVERNING LAW**. This Agreement and the rights and obligations of the parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules, and regulations of Polk County. The parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

38. **LIKE-KIND EXCHANGE**. If Seller wishes to enter into a like-kind exchange (either simultaneously with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code (the "Exchange"), Buyer agrees to cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (a) Buyer shall incur no additional expense or liability as a result thereof, and (b) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in its name for the purpose expressed the day and year written above.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.

[signatures(s) on attached pages]

WITNESSES AS TO SELLERS:

✓ _____
(WITNESS AS TO BOTH PARTIES)

✓ Jacob C Dykxhoorn
(PRINTED NAME OF WITNESS)

✓ Amy W Dykxhoorn
(WITNESS AS TO BOTH PARTIES)

✓ Amy W Dykxhoorn
(PRINTED NAME OF WITNESS)

SELLERS:

✓ _____
Steven C. Morrison

✓ _____
Sally Morrison

State of Florida
County of Polk

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 17th day of February, 2026, by Steven C. Morrison and Sally Morrison. They [ ] are personally known to me or [X] have produced a driver's license as identification.

(SEAL)

JACOB C. DYKXHOORN NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires JUNE 25, 2028 No. HH533370

✓ _____
NOTARY PUBLIC, STATE OF FLORIDA

✓ Jacob C Dykxhoorn
(PRINTED NAME OF NOTARY)

COMMISSION EXP.: ✓ 6-25-28

ATTEST:

STACY M. BUTTERFIELD
CLERK TO THE BOARD

BY:_____
DEPUTY CLERK
OF

DATE:_____

APPROVED BY POLK COUNTY
BOARD OF COUNTY COMMISSIONERS ON:

_____
DATE

PURCHASER:

POLK COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

BY:_____
MARTHA SANTIAGO, ED.D., CHAIR OF THE BOARD
COUNTY COMMISSIONERS

DATE:_____

APPROVED AS TO FORM AND LEGALITY

_____
COUNTY ATTORNEY'S OFFICE

EXHIBIT "A"

(the "Property")

THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA; AND

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA; AND

ALL OF THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA, LYING WEST OF THE OLD FENCE LINE AS SHOWN ON THE SURVEY ATTACHED TO THE WARRANTY DEED RECORDED ON MAY 14, 1981, IN OFFICIAL RECORDS BOOK 2016, PAGE 517, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; TOGETHER WITH ALL OF GRANTOR'S RIGHTS, TITLE AND INTERESTS IN AND TO THE EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN THE WARRANTY DEED RECORDED ON JUNE 6, 1980, OFFICIAL RECORDS BOOK 1948, PAGE 1132, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING AN EASEMENT 30 FEET WIDE LYING ADJACENT TO AND WEST OF SAID OLD FENCE AND RUNNING SOUTHERLY FROM THE FOREGOING DESCRIBED LAND OVER THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 LYING WEST OF SAID OLD FENCE, FOR INGRESS AND EGRESS TO THE FOREGOING DESCRIBED LAND; AND

THAT PART OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE NORTH 89°45'05" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 182.00 FEET; THENCE SOUTH 00°23'12" EAST, 1784.31 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SULLIVAN ROAD; THENCE NORTH 46°15'53" WEST ALONG SAID RIGHT-OF-WAY LINE 148.41 FEET; THENCE NORTH 01°09'35" WEST, 330.80 FEET; THENCE NORTH 00°53'44" WEST, 675.31 FEET; THENCE NORTH 01°14'06" WEST, 337.67 FEET; THENCE SOUTH 89°51'51" WEST, 60.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00°23'12" WEST, ALONG SAID WEST LINE, 337.48 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE EAST 465.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA; AND

LESS AND EXCEPT: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE NORTH 89°42'53" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 182.00 FEET TO THE EAST LINE OF A PARCEL AS DESCRIBED

IN OFFICIAL RECORDS BOOK 10196, PAGE 1730, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°25'15" EAST, ALONG SAID EAST PARCEL LINE, 337.88 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 89°50'11" WEST, ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE, 182.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 6; THENCE NORTH 00°25'15" WEST, ALONG SAID WEST LINE, 337.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.79 ACRES MORE OR LESS.

EXHIBIT "B"

(the "Easement")

THE EAST 465.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA; AND

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE NORTH 89°42'53" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 182.00 FEET TO THE EAST LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 10196, PAGE 1730, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°25'15" EAST, ALONG SAID EAST PARCEL LINE, 337.88 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 89°50'11" WEST, ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE, 182.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 6; THENCE NORTH 00°25'15" WEST, ALONG SAID WEST LINE, 337.48 FEET TO THE POINT OF BEGINNING .

CONTAINING 5.00 ACRES MORE OR LESS.

EXHIBIT "C"

(Conservation Easement Form)

Project Name: EL-109-23, Walk-In-Water

This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery

Parcel ID Numbers:
Part of Parcel #29-31-06-000000-013060 &
Part of Parcel #29-31-06-000000-031040

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this "Easement") is made the ___ day of _____, 2026, by Steven C. Morrison, an unremarried widower, and Sally Morrison, a single woman, whose address is 4500 Sullivan Road, Lake Wales, FL 33898 ("Grantor"), in favor of Polk County, a political subdivision of the State of Florida, ("Grantee").

The Grantor and the Grantee are sometimes referred to in this Easement individually as the "Party" or collectively as the "Parties."

DEFINITIONS

For purposes of this Easement, the following terms, when capitalized, shall have the meaning given to them below. Additional definitions are sometimes expressly provided in the body of this Easement. When a term used in this Easement is not expressly defined herein, it shall be defined according to the Zoning Ordinance of Polk County, Florida in effect at that time, or if not defined in said Ordinance, according to the law governing the interpretation of contracts as applicable in the State of Florida.

Act: Florida Statutes §704.06 authorizing and providing for conservation easements in Florida, pursuant to the authority granted thereby this Easement is conveyed to and accepted by the Grantee.

Boundary: Please see Exhibit A, legal description.

SCM
SM

Building: An enclosed or open roofed Structure used or intended for use as a residential dwelling or for supporting, storing, or sheltering materials, or any other use or activity, including without limitation the cabin, barns, and outbuildings currently on the Property.

Code and Regulations: The Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, respectively, including the comparable provisions of any subsequent revision of the Code and/or Regulations.

Commercial: Making, or intending to make, a profit. Collection of fees from the public for use of the Property by a governmental agency shall not be deemed commercial.

Cottage Industry: A small-scale industry operated from home or in a small workshop characterized by the small size, low investment and labor intensive nature for the production of handmade artisan goods.

Day or days: Calendar Days, not business days.

Effective Date: The date and time that this Easement is first recorded in the Office of the Clerk of the Circuit Court of Polk County, Florida.

Environmental Law: Any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

Grantee: Polk County, a political subdivision of the State of Florida, the Grantee's invitees, and the Grantee's successors and/or assigns in title to this Easement

Grantor: Steven C. Morrison and Sally Morrison, their invitees, and their successors and/or assigns in title to the Property, any portion thereof, or interest therein, including tenants, lessees, and licensees of the Property, any portion thereof, or interest therein.

Ground Area: The square footage of a Structure or Improvement (including any combination thereof), as measured at the exterior of the foundation (perimeter load-bearing) walls and/or piers thereof or, if there are no such foundation walls or piers, the square footage of ground covered by such feature.

Hazardous Materials: Any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Impervious Surface: Any surface paved with concrete, asphalt, chip and seal, and the like, but excluding loose gravel, wood chips or packed earth, and the Ground Area of any Building, Structure or Improvement. Impervious Surface shall not be deemed to include Roads, Utilities or fencing.

Improvements: Man-made additions to the Property and/or man-made changes in topography, ***excluding*** Structures, Roads and Utilities, as defined herein, but ***including*** berms, ditches, ponds, fountains, pools (including swimming pools), tennis courts, fencing, pipes, pipelines, culverts, mailboxes, gates, gate posts, signs, decks, hunting stands and blinds, and patios.

Indemnified Parties: The Grantee and its officers, directors, employees, board members, partners, members, shareholders, beneficiaries, trustees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them, as the case may be.

Industrial Activity: The manufacturing, production, assembling, altering, formulating, repairing, renovating, ornamenting, finishing, cleaning, washing, dismantling, transforming, processing, recycling, adapting or servicing of, or the research and development of, any goods, substances, food, products or articles.

New: Occurring after the Effective Date.

Paragraph: The referenced Paragraph or subparagraph, and any and all of the subparagraphs of a Paragraph, if any, unless otherwise specifically stated.

Pathway: A grass, dirt, or wood-chip pathway not to exceed eight (8) feet in width for pedestrian and/or equestrian use.

Prescribed Burn: The controlled application of fire by qualified persons under appropriate weather conditions to maintain or restore the health of ecosystems that depend upon fire.

Property: The real property subject to this Easement as more particularly described in the legal description contained in Exhibit A. Even though the Property consists of multiple adjoining parcels, for all purposes of this Easement, the Property shall be considered one (1) parcel.

Reserved: A use of the Property that is expressly reserved by the Grantor as a right under the terms of this Easement.

Road: A road not to exceed thirty (30) feet in width that may be paved, or provided with some other all-weather surface.

Structure: An assembly of materials forming a construction, including, among other things, residential dwellings, barns, outbuildings and other Buildings, platforms, observation towers, water tanks, trestles, piers, open sheds, energy generators, or temporary Structures having no foundation or footing, but excluding Improvements.

Vehicle Trail: A one or two-track trail (to consist of dirt, wood chip, or loose gravel surface) not to exceed ten (10) feet in width.

Utility: A facility for the provision of infrastructure services, including wells and water storage tanks; septic systems; electricity, internet, television, and telephone transmission lines; antennas for the transmission and reception of electro-magnetic energy; equipment used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass; but excluding wind generators, micro-hydro installations, and cell towers, unless otherwise expressly Reserved on the Property by the terms of this Easement.

RECITALS

WHEREAS, the Grantor is the owner in fee simple of the Property and desires to grant to the Grantee, for the public purposes identified herein, this Easement over the property more specifically described in the legal description in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Grantee is an organization authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements, and is an "eligible donee" and a "qualified organization" under § 170(h)(3) of the Code; and is willing, as acknowledged by its signature below, to accept this Easement over the Property; and

WHEREAS, the Property contains a significant relatively natural habitat in which a fish, wildlife, plant community, or similar ecosystem exists; and

WHEREAS, the Property also lies within several conservation priority areas identified by the Florida Natural Areas Inventory, including the Strategic Habitat Conservation Area (Priority 1-6); and

WHEREAS, the Grantor and the Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving the natural values and scenic characteristics of the Property described in these Recitals and in the Baseline Documentation referenced below; collectively, the "Conservation Values" of the Property; and

WHEREAS, the Grantee has examined and carefully considered the public benefits of the permanent protection of the Property by this Easement and has determined that acceptance of this Easement, and the commitment of the resources of the Grantee to the stewardship of this Easement in perpetuity, is in the best interests of the residents of Polk County, the State of Florida, and the United States, and that such preservation will result in a significant public benefit; and

WHEREAS, the Grantor further intends, as owner of the Property, to grant to the Grantee the right to preserve and protect the Conservation Values in perpetuity as defined herein; and

WHEREAS, the granting of this Easement over the Property is in furtherance of the clearly delineated governmental conservation policies of Polk County, Florida; and

WHEREAS, the Grantee agrees, by accepting this Easement, to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and the generations to come; and

WHEREAS, this Easement irrevocably and unconditionally conveys a real property interest in the Property to the Grantee, and in exchange the Grantee binds itself to monitor the use of the Property, and to enforce the restrictions on the future use of the Property imposed by this Easement, in perpetuity. The Parties recognize that acceptance of the responsibility to permanently monitor and enforce such restrictions represents a substantial commitment of time and financial resources by the Grantee; and

WHEREAS, the Parties intend that the restrictions on the future use of the Property imposed by this Easement shall run with the land, and bind all future owners of the Property and any portion thereof and interest therein, and that this Easement shall be enforceable by the Grantee, in perpetuity.

1. **DURATION OF EASEMENT.** This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee and its successors and assigns, against Grantor and Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

2. **PURPOSE OF EASEMENT.** It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wooded condition to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems, and to preserve portions of the Property for nature based recreation that sustains for the long term both the economic and Conservation Values of the Property and its environs, through management guided by the following principles:

   - Conservation of critical wetlands
   - Maintenance and enhancement of wildlife habitat
   - Maintenance of existing upland/wetland natural communities
   - Restoration of disturbed upland/wetland natural communities

   The above purposes are hereinafter sometimes referred to as the "Conservation Purposes." Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the Conservation Purposes of this Easement.

3. **GRANTOR RIGHTS.** The following uses and activities ("uses" and "activities" as used in this Easement shall be interchangeable and shall be deemed to have the same meaning), properly undertaken, are consistent with the Conservation Purposes, and are Reserved by the Grantor, subject to the condition, in each case, that such uses shall be undertaken in a manner that is consistent with the Conservation Purposes, and other specific standards that may be provided in connection with a particular use below. In some cases, the right to undertake a Reserved use is conditioned upon prior approval from the Grantee.

3.1 Structures. Grantor Reserves the right to maintain, repair, renovate, remove, and reconstruct Structures and/or Improvements which exist on the Property as of the Effective Date of this Easement, subject to the following provisions:

3.1.1 Use of Existing and Reserved Structures . The Grantor Reserves the rights to use existing Structures and/or Improvements in their current locations, and to use any additional Structures and/or Improvements expressly Reserved on the Property by the terms of this Easement, subject to the following provisions:

3.1.2 Unless otherwise permitted by the terms of this Easement, no existing Structure may be relocated from its current location.

3.1.3 Prior to commencing any work on any new Structures and/or Improvements, the Grantor shall physically locate and mark on the ground the proposed Improvement/Structure and the boundaries of the Building envelope, and notify the Grantee.

3.2 Minor Improvements. The Grantor Reserves the right to make minor Improvements, such as mailboxes, entrance gates and posts, fencing, drainage ditches, culverts, wildlife observation platforms, walking paths, boardwalks and benches for sitting, anywhere on the Property.

3.3 Utilities. The Grantor Reserves the right to locate, use, maintain, repair, remove, and/or relocate, Utilities within the Property.

3.4 Roads, Pathways, and Vehicle Trails.

3.4.1 Grantor Reserves the right to use, maintain, and repair existing roads, trails, firebreaks, and food plots, if any; provided the roads, trails, and firebreaks shall not be paved with either pervious or impervious materials, except stabilizing materials, such as crushed concrete, lime rock, or marl or clay, may be utilized on existing roads and trails to prevent erosion. Existing asphalt pavement at the time of this Easement may be repaired and resurfaced. Maintenance and repair of culverts and hard-bottom crossings is permitted, and any existing culverts may be replaced with hard-bottom crossings. Existing roads and trails may be retrofitted with water catchment and turnout bars to prevent erosion as determined by the Grantor. Roads and trails shall be used as firebreaks where practical.

3.4.2 Areas disturbed for the construction or relocation of Roads, vehicle trails, and/or pathways, which areas are not to be permanently occupied by a Road, vehicle trail or pathway, shall be restored. In the event of the relocation of any Road, vehicle trail or pathway, the area originally occupied by such feature shall be restored.

3.4.3 Grantor may install temporary firebreaks in the event of a wildfire or when conditions require an isolated burn. Grantor shall level out the plowed soil sufficiently to encourage natural regeneration of native vegetation.

3.5 Fences and Other Similar Structures. The Grantor Reserves the right to repair, replace, maintain, improve, or remove existing fencing as the Grantor deems necessary to secure the Property. The Grantor may also construct new fences to protect the Property, and/or as part of a restoration effort, provided that any such new fences do not lead to increased wildlife mortality, decreased wildlife access, or significantly harm the Conservation Values. New fences may be maintained, repaired, replaced or removed by the Grantor.

3.5.1 Signs. The Grantor Reserves the right to locate signs on the Property for the sole purposes of: (1) stating the name of owners of the Property, the name of the Property, and/ or the address of the Property; (2) providing warnings pertaining to trespassing, hunting, dangerous conditions; (3) notifying the public that the Property is subject to this Easement. No sign shall exceed nine (9) feet per side, and no sign shall be internally lighted.

3.6 Use and Parking of Vehicles. Motorized vehicles may be used on the existing Roads and Vehicle Trails for ingress/egress and in connection with work and/or activities expressly Reserved in this Easement. Vehicles and equipment may be parked or stored on a permanent long-term or short-term basis within the Property, and temporarily anywhere on the Property in connection with work and/or activities expressly Reserved in this Easement.

3.7 Habitat Enhancement. The Grantor Reserves the rights to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property.

3.7.1 Restoration. In addition to landscaping, the Grantor Reserves the rights to plant and maintain native, non-noxious, plant species for the purpose of maintaining existing plant and animal habitat.

3.7.2 Grantor Reserves the right to participate in appropriate natural resources restoration projects. Grantor Reserves the right to make landscape changes, including earthwork and plant community alterations, for purposes for creation, enhancement, and restoration of natural resources.

3.7.3 Grantor Reserves the right to maintain or restore the existing natural upland (wetland/both) communities on the Property, and the right to restore the disturbed upland (wetland/both) to its native condition by engaging in activities that may include, but are not limited to, removal of invasive non-native plant and animal species, implementation of prescribed fire, and the reintroduction of native plant and animal species in consultation with qualified public or private land management agencies.

3.8 Removal of Vegetation and Introduction of Invasive Exotic Plants.

3.8.1 The Grantor Reserves the right to remove dead trees that pose a threat of injury to people, domestic animals, or Reserved Structures or Reserved Improvements. In addition, the Grantor Reserves the right to clear vegetation (i) to maintain permitted Roads, vehicle trails, walking paths, and boardwalks; (ii) for fire prevention and/or for preparation for, or as a substitute to, prescribed fire; and/or (iii) to stop the spread of insect infestation or disease.

3.8.2 The Grantor may, but shall not be obligated to, use reasonable efforts to eradicate or control non-native invasive species and shall not, nor allow others to, plant or grow plants: 1) listed by the Florida Invasive Species Council (FISC) as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities); 2) listed in Federal Noxious Weed List (7CFR360, as may be amended); 3) listed in the Prohibited Aquatic Weed List (62C-52 F.A.C.); 4) listed in the State of Florida Noxious Weed List (5B-57 F.A.C.); 5) listed in a successor list to any of the above lists; or 6) a similar list contained in the Plan. (1 through 6 shall collectively be considered listed exotic or nuisance species).

3.8.3 Cutting, spraying with biocides, and removal of invasive non-native vegetation shall be undertaken in a manner that avoids negative impacts to natural areas, minimizes soil erosion, siltation, or pollution of any waterbody.

3.9 Brush, Piles, Etc. The Grantor Reserves the rights to create brush piles, provided that all materials contained in such piles are generated on the Property. Such brush piles may be burned.

3.10 Ponds. The Grantor Reserves the right to use and maintain ponds on the Property, if any.

3.11 Grading and Filling. The Grantor Reserves the right to grade, fill, level, berm or ditch on the Property, but only as necessary for uses expressly Reserved in this Easement. Any area disturbed by such work, including any parking or storage of equipment, materials, or debris, shall be promptly restored to a condition roughly equivalent to the surrounding undisturbed land, to the reasonable satisfaction of the Grantee, or to such other condition as the Grantee may approve in writing, upon the completion or non-seasonally related interruption of such work exceeding sixty (60) Days.

3.12 Pesticide and Fertilizer Use. The Grantor Reserves the right to use fertilizer to maintain landscaping. Fertilizer shall be applied in accordance with the product label and according to agricultural best or improved management practices recommended

by the U.S. Natural Resources Conservation Service, or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time.

3.13 Recreational Use. The Grantor Reserves the rights to use the Property for non-Commercial recreational uses, such as hiking, hunting, fishing, wildlife observation, photography, or other traditional non-motorized, non-Commercial recreational activities.

3.14 Homesteading Animals. The Grantor Reserves the right to have and keep on the Property dogs, cats, small livestock, such as rabbits, chickens or other birds, and other domestic animals; however, the grazing of horses, cows, goats, etc., shall be confined to the 1-acre of disturbed habitat where the residential dwellings and support structures are located.

3.15 Cottage Industry. The Grantor Reserves the right to conduct on the Property Cottage Industry businesses, such as woodworking, craft-making, canning and other endeavors for personal profit, so long as such activities do not infringe on the Conservation Purposes.

4. **PROHIBITED USES.** In general, the Grantor hereby relinquishes, in perpetuity, the right to use the Property in ways that are inconsistent with the Conservation Purposes, and all such uses are prohibited, except as expressly Reserved in Paragraph 3. Specifically, the following uses of the Property are deemed to be inconsistent with the Conservation Purposes and are prohibited; except as expressly Reserved in Paragraph 3, Grantor Rights:

4.1 Structures and Improvements. The construction or placement of any new Structures or Improvements on the Property.

4.2 Removal of Vegetation. The removal, destruction, or cutting of vegetation on the Property.

4.3 Alteration of Habitat. The alteration of habitat.

4.4 Grading and Filling. Grading, filling, and any other alteration of the existing topography of the Property.

4.5 Introduction of Non-Native Species. The introduction of non-native plant or animal species on the Property.

4.6 Use of Chemicals. The use of chemicals on the Property, except as expressly reserved in Paragraph 3.8.3.

4.7 Roads, Etc. The construction of any Roads, vehicle trails, or pathways on the Property, except as expressly reserved Paragraph 3.4.

4.8 Land Division. The division or de facto division of the Property (through sales, partition, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property.

4.9 Agriculture Use. The location or operation of agricultural uses or occupations on the Property, except as expressly reserved in Paragraph 3.14.

4.10 Mining and Mineral Extraction. Mining by strip or surface mining (including the extraction or removal of gravel, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances), or any other method, and drilling and exploring for oil and/or gas, and the recovery of coal-bed methane, on the Property.

4.11 Commercial Activity. Undertaking any Commercial activity on the Property.

4.12 Industrial Activity. Undertaking any Industrial Activity on the Property.

4.13 Outdoor Storage and Dumping. The outdoor storage of materials and the dumping, disposal or storage of refuse, trash, toxic or other materials on the Property. This prohibition does not impose liability on the Grantee with respect to the Property, nor shall the Grantee pursuant to this, or any other provision of this Easement, with respect to the Property, be construed as having liability as an "owner or operator" or other "responsible party" within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar federal, state, or local laws.

4.14 Animal Slaughter. The slaughter of animals on Property.

4.15 Alcohol Production. Alcohol Production on the Property.

4.16 Kennels. The construction, placement or use of any kennels on the Property.

4.17 Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

5. **RIGHTS OF THE GRANTEE.** To carry out the Conservation Purposes, the following rights are conveyed to the Grantee by this Conservation Easement:

5.1 Entry for Monitoring and Enforcement. The rights to enter the Property to monitor the use of the Property and to enforce compliance with the terms of this Easement. The Grantee's right to enter the Property shall not be exercised in a manner that unreasonably interferes with uses of the Property that are consistent with the terms of this Easement. Prior to any entry upon the Property, the Grantee shall give no less

than seven (7) Days prior written notice to at least one (1) of the then owners of the Property, or to such owner's designated agent.

5.1.1 Upon written or verbal notice to the Grantor, Grantee shall have the right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats on the Property. A written summary of findings shall be provided to the Grantor.

5.1.2 With Grantor's approval and at Grantee's sole expense, making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Property by the Grantor. Grantor shall be allowed to participate in all such observations and studies.

5.1.3 Removing or controlling invasive plants or animals, at no additional cost to Grantor, upon Grantor's consent, and at Grantee's option and sole expense.

5.2 Access to the Property Without Notice. The rights to enter the Property without notice if (i) the Grantee determines that immediate entry on the Property is essential to prevent, or mitigate, a violation, or imminent violation, of this Easement, or (ii) the then owner of the Property has not provided the Grantee with an address to which such notice can be provided.

5.2.1 However, in the event of entry without notice, the Grantee shall limit its actions to those necessary to mitigate or prevent said violation or imminent violation. In addition, in the event of entry without notice pursuant to provision (i) of this Paragraph 5.2, the Grantee shall provide to the Grantor a written explanation of the need for such entry and the actions taken as soon after such entry as reasonably practical.

5.2.2 To proceed at law or in equity to enforce the provision of this Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Property that may be damaged by any activity or use that is inconsistent with this Easement.

5.3 No Public Access. Notwithstanding any other provision in this Easement to the contrary, Grantee shall not allow any public access to the Property without Grantor's express prior written consent.

5.4 Enforcement. The right to prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost.

5.5 Intent to Sell. Intentionally omitted.

6. **BASELINE DOCUMENTATION**. The Baseline Documentation is attached hereto and made a part hereof as **Exhibit "B"**.

7. **GRANTEE'S REMEDIES.**

7.1 Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purposes of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7.3 Waiver of Certain Defenses. Grantor hereby waives any defense of estoppel, adverse possession, or prescription.

7.4 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7.5 Hold Harmless. Grantor shall hold harmless, indemnify, and defend the Indemnified Parties from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations otherwise specified in this Agreement; and (3) the existence or administration of this Easement.

8. PAYMENT OF COSTS, TAXES OR ASSESSMENTS.

8.1 Payment of Costs of Operation, etc. The Grantor shall bear all costs of operation, upkeep, and maintenance of the Property.

8.2 Payment of Taxes. The Grantor shall be responsible for the payment of any and all real estate taxes or assessments lawfully levied upon the Property and/or upon this Easement, and the Grantee shall have no obligation, or responsibility, for the payment of such taxes or assessments. The Grantee shall have the right to make any payment or to participate in any foreclosure or similar proceeding resulting from any delinquency, as necessary to protect its interest in the Property.

8.3 Indemnification. The Grantor shall indemnify the Grantee and the other Indemnified Parties from any liability or expenses incurred by the Grantee in connection with the payment of the costs and/or taxes that are the subject of this Paragraph.

9. LIMITATION ON LIABILITY.

9.1 A Party's rights and obligations pursuant to this Easement shall terminate upon transfer of that Party's interest in this Easement, or in all of the Property, as the case may be, except that liability for the acts or omissions of such Party during the time that such Party held an interest in the Property shall survive transfer of any interest in the Property with respect to such Party.

9.2 Notwithstanding the foregoing, the Grantor shall remain responsible for compliance with the provisions of this Easement in the event of a lease of all or any portion of the Property.

9.3 Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, Florida Statutes. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Property.

9.4 Limitation of Grantee Rights / Liability. Nothing contained herein shall give rise, in the absence of a judicial decree, to any right or ability of Grantee to become the owner, arranger, or operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act by exercising physical control over the day-to-day operations of the Grantor or becoming involved in management decisions of the Grantor regarding the generation, handling, or disposal of hazardous substances. Grantee's liability is limited as provided in Section 704.06(1), Florida Statutes, and Section 768.28, Florida Statutes. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Property, except as may be expressly provided herein.

10. **GENERAL INDEMNIFICATION.** Grantor shall indemnify and hold harmless Grantee, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee may be subject or incur, which arise from, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any federal, state, or local laws, including all environmental laws. In the event Grantee allows its contractors or agents on the Property pursuant to rights granted to Grantee under Paragraph 5, Grantee shall obtain an indemnification of Grantor from such contractors and agents. Grantee shall act as an independent contractor and not as an employee or agent of the Grantor in the event Grantee enters the Property in the performance of any actions to which it is entitled to perform hereunder. It is understood between the Grantor and Grantee that nothing herein is intended, nor shall be interpreted to waive or limit any rights that either the Grantee or its appointees, officers, agents, and/or employees have pursuant to principles of sovereign immunity or any other applicable law.

11. **ASSIGNMENT BY THE GRANTEE.**

11.1 Grantee will hold this Easement exclusively for the Conservation Purposes. Grantee will not assign its rights and obligations under this Easement, except to another qualified organization or entity within the meaning of Section 170(h)(3) of the IRS Code and the applicable Regulations, but only if the Grantee conditions such assignment on the requirement that all restrictions and Conservation

Purposes set forth in this Easement shall be continued in perpetuity. Such assignment shall be recorded in the Official Records of Polk County, Florida.

11.2 The Grantee shall give thirty (30) days prior written notice to the then owner of the Property prior to assigning this Easement. The Grantee shall, whenever reasonably practical, honor such owner's preferences regarding an assignee of this Easement, provided they are made known to the Grantee within said period.

12. **ENVIRONMENTAL WARRANTY.**

12.1 The Grantor warrants it is in compliance with, to its actual knowledge, and will remain in compliance with, all applicable Environmental Laws. The Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Property. The Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

12.2 Furthermore, the Grantor warrants the information disclosed to Grantee regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate. Moreover, the Grantor hereby promises to hold harmless and indemnify the Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by the Grantor or any other prior owner of the Property.

12.3 The Grantor's indemnification obligation will not be affected by any authorizations provided by the Grantee to the Grantor with respect to the Property or any restoration activities carried out by the Grantor on the Property; provided, however, that the Grantee will be responsible for any Hazardous Materials contributed after this date to the Property by the Grantee.

13. **NOTICE TO THE GRANTEE OF PROPERTY TRANSFER.** Grantor must provide written notice to the Grantee prior to the Conveyance of the Property.

14. **ACCESS AND CONTROL OF TRESPASS.** Intentionally omitted.

15. **MISCELLANEOUS.**

15.1 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than

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those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15.2 Recordation. Grantee shall record this instrument and any amendments in timely fashion in the official records of Polk County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

15.3 Reference to Easement Required. Reference to this Easement shall be made in a separate paragraph of any subsequent deed, or other legal instrument, by which any portion of, or any interest (including a leasehold interest) in the Property is conveyed. Such reference shall include the recording data pertaining to this Easement. Failure to provide this reference shall not in any way affect the validity or enforceability of this Easement against any subsequent owner of the Property, or the validity of such conveyance.

16. **LIBERAL CONSTRUCTION**. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantee to effect the Conservation Purposes of this Easement and the policy and purpose of Section 704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

16.1 Venue and Jurisdiction. The Parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to the enforcement or violation of any of the terms of this Easement shall be the Circuit Court of Polk County, Florida, and no proceeding shall be initiated in any other court, except for appeals from the decision of said court.

16.2 Extinguishment of Development Rights. All current and future residential, commercial, industrial, and development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property, except as specifically Reserved by the Grantor in this Easement, are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property. As an elaboration, but not a limitation, of the foregoing, for purposes of this Paragraph, the Property shall be considered to be non-existent for purposes of all development rights and/or development potential, or calculations pertaining thereto, of any and every nature, except as expressly Reserved by the Grantor in this Easement.

Sam SN

16.3 Relation to Governmental Land Use Regulations. This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law, or ordinance, or regulation. Notwithstanding any other provision of this Easement, the land use regulations of Polk County, Florida, including its zoning ordinance and subdivision ordinance, shall apply to the Property and shall take precedence over this Easement to the extent that such regulations are more restrictive than the terms of this Easement. The fact that the Grantor has Reserved certain uses by the provisions of this Easement, shall not be deemed to allow or authorize any use that is inconsistent with such land use regulations.

16.4 Merger. The Grantor and the Grantee agree that in the event the Grantee acquires a fee interest in the Property or any portion thereof, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

17. **AMENDMENTS.** This Easement may be amended only if, in the sole and exclusive judgment of the Grantee, such amendment is consistent with the Conservation Purposes and complies with all applicable laws and regulations. The Grantor must provide timely written notice to the Grantee of any proposed amendments. Prior to the signing and recordation of the amended Easement, such amendment(s) must be mutually agreed upon by the Grantee and the Grantor. Any amendment of this Easement shall be recorded in the Office of the Clerk of the Circuit Court of Polk County, Florida.

18. **COST RECOVERY**. The Parties hereby agree that the Grantee may recover from the Grantor its costs incurred in responding to requests initiated by the Grantor involving matters such as boundary line adjustments, easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, and access or Utility easements over the Property.

19. **HISTORIC OR ARCHAEOLOGICAL RESOURCES**. Intentionally omitted.

20. **SUCCESSORS**. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

21. **TERMINATION OF RIGHTS AND OBLIGATIONS**. A party's rights and obligations under this Easement shall terminate upon transfer of all of such party's interest in this Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have each executed this Conservation Easement as of the respective dates shown below.

_____	_____
Witness #1 as to both signatories	Steven C. Morrison
_____	
Print Name	
_____	
Address	
_____	_____
Witness #1 as to both signatories	Sally Morrison
_____	
Print Name	
_____	
Address	

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by Steven C. Morrison and Sally Morrison, who ☐ are personally known to me or ☐ have produced a driver's license as identification.

_____

NOTARY PUBLIC, STATE OF FLORIDA

_____

(PRINTED NAME OF NOTARY)

(SEAL)

COMMISSION EXP.: _____

Counter-part Signature Page Two of Two

ATTEST
Stacy M. Butterfield
Clerk to the Board

POLK COUNTY, a political subdivision of the State of Florida, Grantee

By:_____

Deputy Clerk

By: _____ (SEAL)

Martha Santiago, Ed.D, Chair

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026 by Martha Santiago, Ed.D., as Chair of the Polk County Board of County Commissioners, on behalf of the Grantee, who ☐ is personally known to me or ☐ has produced _____ as identification.

Sign: _____

Notary Public- State of Florida

Print Name: _____

My Commission Expires: _____

SEAL

Exhibit A

LEGAL DESCRIPTION

THE EAST 465.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA; AND

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE NORTH 89°42'53" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 182.00 FEET TO THE EAST LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 10196, PAGE 1730, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°25'15" EAST, ALONG SAID EAST PARCEL LINE, 337.88 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 89°50'11" WEST, ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE, 182.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 6; THENCE NORTH 00°25'15" WEST, ALONG SAID WEST LINE, 337.48 FEET TO THE POINT OF BEGINNING .

CONTAINING 5.00 ACRES MORE OR LESS.

Exhibit B

BASELINE DOCUMENTATION

Agenda Item G.3. 3/3/2026

SUBJECT

Approve Consultant Services Authorization (CSA) No. 22-088-04 with HNTB Corporation (Consultant) for design services for the Longfellow Blvd at N. Crystal Lake Dr Intersection Improvement Project, CIP Amendment and budget transfer. ($411,187.81 one-time expense - $261,188.00 one-time transfer)

DESCRIPTION

This CSA will provide professional engineering services to perform required roadway configuration and design, signal support structural design, utility coordination, subsurface utility exploration (SUE), permitting, sidewalk and drainage design and plan preparation to signalize the intersection of Longfellow Boulevard and N. Crystal Lake Drive, to improve the traffic flow and safety of the intersection.

This project was initially considered and budgeted as a traffic study to determine what type of intersection improvement would be most beneficial, however, after discussions with County Traffic Operations and Roads & Drainage director, it was decided to move straight into design as a traffic signal.

The Longfellow Blvd at N. Crystal Lake Dr Intersection Improvement Project is included in the FY 2025-2026 CIP for the Roads & Drainage Division. The intersection of Longfellow Blvd and N. Crystal Lake Dr meets the County's requirements for a signalized intersection. County staff has negotiated a CSA with the Consultant to provide design services for this Project. The Consultant is to perform these services at a total not-to-exceed fee of $411,187.81 and will be completed in accordance with the project schedule and compensation as detailed in "Exhibit A".

RECOMMENDATION

Request the Board approve CSA No. 22-088-04 with the Consultant at not-to-exceed fee of $411,187.81 for the Longfellow Blvd at N. Crystal Lake Dr Intersection Improvement Project in addition to a CIP Amendment and budget transfer in the amount of $261,188.00.

FISCAL IMPACT

Upon approval of the CIP Amendment, $261,188.00 will be transferred from the Transportation Trust Fund, Reserve for Stabilization. Funds in the amount of $411,187.81 will be available in the Transportation Trust Fund Roads and Drainage 5 year CIP.

CONTACT INFORMATION

Klayton Fees, P.E., Project Manager
Roads & Drainage Division
(863) 535-2281

Jay M. Jarvis, P.E., Director
Roads & Drainage Division
(863) 535-2200

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Noah Milov ✓
Heather Bryan ___

FROM: Klayton Fees 863-535-2281 (Name and Phone Number) DATE: 1/21/26

RETURN TO: Klayton Fees DIVISION: Roads and Drainage TR02

BOARD AGENDA DATE: 2/17/26 COUNTY MANAGER ITEM: ☐

PROJECT: Longfellow Blvd at N Crystal Lake Dr - Intersection Improvements

CSA/CONTRACT NUMBER: 22-088-04

MODIFICATION NUMBER: _____ CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: HNTB Corporation

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: _____

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest conveninence. THANK YOU.

For CAO Use Only: County Attorney

Assigned Staff: Noah Log-In Date: JAN 27 2026

CAO Project Number: 2026-59 Log-Out Date: 1/28/26

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000
CSA: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

CPO/CSA #: 22-088-04 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 1/21/26 Division: Roads & Drainage

Project Manager's Name: Klayton Fees, PE Phone #: (863) 535-2281

Project Name: Longfellow Blvd at N Crystal Lake Dr - Intersection Improvement

Total Project Budget: $ 911,187.81 Project # 5400265

Estimate of Construction Cost: $ 500,000.00

Proposed Consultant: HNTB Corporation Fee: $ 411,187.81

Master Consultant Agreement # 22-088

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: _____ Date 1/21/26
Division Director/Designee

Procurement Division

Date Received: 1/23/26 Date Reviewed by Analyst: 1/26/26

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 1/27/26 Date Reviewed: 1/28/26

Approved by: _____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

Revised: 6/28/24(KB)

Selection Procedure for Consultants with Continuing Contracts
CCNA Continuing Contracts Justification Form

Please submit this form along with any Original CSA/CPO Consultant Approval Form

Division: Roads & Drainage
Project Manager: Klayton Fees, P.E.

Step 1:

Review list for appropriate Expertise, Experience, and Personnel (List all consultants awarded a master agreement under the RFP)

Consultant	Expertise	Experience	Personnel	Local (Y/N)	Elevated for Consideration (Y/N)
AECOM	Y	Y	Y	Y	Y
AIM Engineering & Survey	Y	Y	Y	Y	Y
Burgess and Niple	Y	Y	Y	N	Y
CONSOR Engineers	Y	Y	Y	Y	Y
Dewberry Engineers	Y	Y	Y	Y	Y
DRMP	Y	Y	Y	Y	Y
HDR Engineering	Y	Y	Y	N	Y
HNTB	Y	Y	Y	Y	Y
Jacobs Engineering Group	Y	Y	Y	N	Y
Kimley-Horn and Associates	Y	Y	Y	N	Y
Kissinger Campo & Associates	Y	Y	Y	N	Y
Mott MacDonald Florida	Y	Y	Y	N	Y
NV5	Y	Y	Y	N	Y
Patel, Greene, and Associates	Y	Y	Y	Y	Y
Rummel, Klepper & Kahl	Y	Y	Y	Y	Y
WSP USA	Y	Y	Y	Y	Y

State justification for each firm NOT elevated and why:

Step 2:

Past performance on similar projects satisfactory (List all consultants elevated from Step 1)

Consultant	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)
AECOM	Y	Y
AIM Engineering & Survey	Y	Y
Burgess and Niple	Y	Y
CONSOR Engineers	Y	Y
Dewberry Engineers	Y	Y
DRMP	Y	Y
HDR Engineering	Y	Y
HNTB	Y	Y
Jacobs Engineering Group	Y	Y
Kimley-Horn and Associates	Y	Y
Kissinger Campo & Associates	Y	Y
Mott MacDonald Florida	Y	Y
NV5	Y	Y
Patel, Greene, and Associates	Y	Y
Rummel, Klepper & Kahl	Y	Y
WSP USA	Y	Y

State justification for each firm NOT elevated and why:

Step 3:

Total amount of money the County has contracted with each Consultant elevated to Step 2 during the last 24 months.

Consultant	Contracted Amount	Elevated (Y/N)
AECOM	$ 593,520.00	N
AIM Engineering & Survey	$ 288,191.68	N
Burgess and Niple	$ 276,580.42	N
CONSOR Engineers	$ 791,220.29	N
Dewberry Engineers	$ 433,484.51	N
DRMP	$ 163,540.41	N
HDR Engineering	$ 501,372.00	N
HNTB	$ 339,662.00	Y
Jacobs Engineering Group	$ 1,069,632.40	N
Kimley-Horn and Associates	$ 671,181.00	N
Kissinger Campo & Associates	$ 611,940.31	N
Mott MacDonald Florida	$ 99,951.44	N
NV5	$ 279,046.72	N
Patel, Greene, and Associates	$ 340,322.82	N
Rummel, Klepper & Kahl	$ 629,782.77	N
WSP USA	$ 189,475.05	N

Step 4:

State justification, if the chosen consultant does not have the least amount of contract obligation.

HNTB was the selected firm when the CIP was approved based on expected values of upcoming CSAs.

Consultant Services Authorization

Firm	HNTB Corporation
Master Agreement No.	22-088
CSA No.	22-088-04
Project Name	Longfellow Blvd @ N Crystal Lake Dr
Project Description	Intersection Improvement Project
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule Exhibit "D"-Insurance Documents
Duration (in days)	through completion of construction
Compensation	Total Cost Not to Exceed: $ 411,187.81
Special Contract Conditions	NONE
Insurance Requirements	Professional Liability
Liquidated Damages	$ 0 Per Day
Budget Source/Availability	10104.540541095.5663400.5400265.71

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this __ day of _____, 20__.

Attest:
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Date Approved by Board:_____

POLK COUNTY, a Political subdivision of the State of Florida

By:_____
Chairperson
Board of County Commissioners

Review as to form and legal sufficiency
Norah Mulder 1/28/26
County Attorney's Office Date

Attest:

Craig W. Denson
Corporate Secretary

SEAL

Date: 1/9/2026

HNTB Corporation
CONSULTANT COMPANY NAME

Authorized Corporate Officer

Leonard Becker, Sr Vice President
[Printed Name and Title]

Date: Jan 9, 2026

Rev: 8/18/15

Exhibit "A"

Scope of Services

Longfellow Boulevard at N Crystal Lake Drive Traffic Signal Design
CSA 22-088-04
12/12/2025

I. PURPOSE & BACKGROUND

The purpose of this Exhibit is to define the responsibilities of HNTB Corporation (**CONSULTANT**) and Polk County Roads and Drainage Division (**COUNTY**) in connection with the design of a proposed traffic signal at the intersection of Longfellow Boulevard and N Crystal Lake Drive in Lakeland, Polk County, Florida. The existing intersection extends from Sunset Avenue to Smithfield Avenue along N Crystal Lake Drive and 300 feet north of N Crystal Lake Drive on Longfellow Boulevard.

Longfellow Boulevard and N Crystal Lake Drive are both two-lane, undivided urban collector roadways maintained by Polk County. Surrounding the intersection along Longfellow Boulevard is the Southeastern University campus and along N Crystal Lake Drive is a mix of single-family residential and several churches. The intersection currently operates under stop control with the east/west approaches along N Crystal Lake Drive operating under free-flow conditions. The COUNTY is needing to install a traffic signal at the intersection to improve overall operations and safety.

The **COUNTY** has requested **CONSULTANT** to prepare an operational analysis to determine the adequacy of the existing turn lanes and to develop construction plans for this proposed sidewalk. The **CONSULTANT** will provide signed and sealed plans based on the 2023 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka "Florida Greenbook"), FY 2026-2027 FDOT Standard Plans for Road Construction, 11th Edition FHWA Manual on Uniform Traffic Control Devices, and the Polk County Technical Standards Manual (revised 5/2012).

I. TRAFFIC ENGINEERING ANALYSIS

The **CONSULTANT** shall furnish professional engineering services for the preliminary intersection design for the subject project.

The **CONSULTANT'S** Scope of Services shall include:

- Perform 24-hr bi-directional to identify peak hours for the intersection and perform 12-hour turning movement counts for the intersection either on Tuesday, Wednesday, or Thursday.
- Evaluate required turn lane queuing for eastbound lefts, southbound left/right, and westbound right movements.
- Detailed traffic data analysis for the proposed traffic signal that will account for a 20-year design year condition from the opening year.
- The growth rate may be derived from the latest approved District One Regional Planning Model (D1RPM) base year to horizon year model growth, population growth trends, or historical growth trends (if sufficient data is available). The growth rate will be submitted to the COUNTY for approval before using to forecast future volumes.
- Review the crash data from Signal4 Analytics and any local sources such as the Police Department (PD) as needed. Crash data shall be summarized for the most recent five (5) years where data is available.
- Perform signal warrant analysis as part of the intersection analysis.
- Develop construction cost estimates for the proposed improvements using FDOT's 6-month state moving average and FDOT's local district 8 average.
- Provide a technical memorandum to the COUNTY presenting the results of the analysis of the intersection.
- Present the memorandum to the COUNTY and address all questions.

II. DESIGN SERVICES

The **CONSULTANT** shall furnish professional engineering services for the final design of the subject project.

The **CONSULTANT'S** Scope of Services shall include:

- Perform roadway and bicycle/pedestrian engineering analysis.
- Perform drainage analysis. Includes review of existing SWFWMD permits, preparation of a utility conflict matrix, temporary drainage analysis, and storm drain analysis.
- Perform signing and pavement marking analysis
- Perform lighting analysis
- Perform traffic signal analysis
- Determination of Right of Way requirements
- Coordination with stakeholders
    - City of Lakeland

    - LAMTD (Citrus Connection)
    - Southeastern University
    - SWFWMD
    - Utility Agency/Owners (UAO's)
- Permit coordination
    - Attend a pre-application meeting with the SWFWMD.
    - This project assumes that the associated work will not exceed permitting thresholds set forth in subsection 62-330.020(2), F.A.C. or will qualify for a permit exemption.
- Provide Subsurface Utility Engineering (SUE) services
    - Provide Level B designates for project length:
        - Approximately 1000 ft from Sunset Avenue to Smithfield Avenue
        - Approximately 350-ft from the Southeastern University entrance north along Longfellow Blvd to the beginning of the left turn lane
    - Provide up to twenty-two (22) Level A test holes at conflict points
- Provide Utility Coordination services
    - Obtain Utility Work Schedules (UWS's)
    - Clear all UAO's
- Provide Geotechnical foundation investigation services
- Structural design for miscellaneous structures
- Provide engineer's estimates at each plans submittal stage
    - 60% and 100%
- Provide Quality Assurance and Quality Control
- Preparation of Specifications Package
- Preparation of signed and sealed intersection construction plans (11"x17" sheets). Plans will include:
    - Key sheet
    - Summary of Pay Items
    - Typical Sections
    - Project Notes
    - Plan and Profile Sheets
    - Intersection Detail Sheet
    - Drainage Structures Sheets
    - Drainage Detail Sheets
    - Roadway Cross Sections
    - Signalization Sheets
    - Lighting Sheets
    - Signing and Pavement Marking Sheets
    - Temporary Traffic Control Plan
    - Utility Accommodations Sheets
    - Summary of Verified Utilities and SUE borings
    - SWPPP and Erosion Control Layout

The **COUNTY** shall furnish the following to the **CONSULTANT**:

- A Project Manager to in charge of contract administration and management services and to serve as liaison with the **CONSULTANT's** Task Lead
- Provide current traffic data and crash history for Longfellow Blvd. and N. Crystal Lake Drive within the project limits

- Furnish the **CONSULTANT** with copies of existing right-of-way maps within the vicinity of the project.
- Provide design survey for the project limits
- Provide right of way maps, legal descriptions, title search and/or sketches for any existing and/or additional parcel acquisition needs
- Provide any available as-built plans
- Provide any additional records kept by the **COUNTY** which will advance the design and construction of the intersection

III. DESIGN REQUIREMENTS AND PROVISIONS FOR WORK

Design and Construction Standards

The **CONSULTANT** shall prepare the design in accordance with current editions of the following:

- 2023 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka "Florida Greenbook")
- FY 2026-2027 FDOT Standard Plans for Road Construction
- FY 2026-2027 FDOT Standard Specifications for Road and Bridge Construction
- July 2026 FDOT Specifications Workbook
- FHWA Manual on Uniform Traffic Control Devices 11th Edition
- Polk County Technical Standards Manual (Revised 5/2012).

In case of conflicts between criteria stated in the aforementioned documents, the **CONSULTANT** shall contact **COUNTY** for direction. If it becomes necessary for the **CONSULTANT** to deviate from the standard design criteria specified in the documents, the **CONSULTANT** shall formally request authorization from the **COUNTY** by submitting a design variance request that describes the condition and states in writing, the reasons for the deviations. The Request for Design Variance shall be signed and sealed by the Engineer of Record.

Plans and Document Preparation

The **CONSULTANT** shall prepare plans and other documents that are accurate, legible, and complete in detail. Final Submittals shall be made to **COUNTY** in reproducible form and on digital media for those items described in this Scope of Services.

Deliverables

The **CONSULTANT** shall produce the following deliverables for the **COUNTY:**

- Intersection construction plans
  - 60%, 100% (100% plans shall be signed and sealed)
- Engineers Estimates
  - Initial, 60%, 100%
- SUE Report
- Utility Relocation Schedules
- Meeting Minutes for all project meetings and stakeholder engagements

IV. QUALITY ASSURANCE AND QUALITY CONTROL

The **CONSULTANT** shall be responsible for the professional quality, technical accuracy, and coordination of reports, plans development, specifications, and other services furnished by the **CONSULTANT** under this contract. The **CONSULTANT** will follow the Quality Management System (QMS) for all work performed. Upon request, The **CONSULTANT** will provide the **COUNTY** with a copy of the QMS procedures and associated quality documentation.

V. PROJECT SCHEDULE

The **CONSULTANT** expects to complete design services within fifteen (15) months (457 calendar days) from receiving the signed Authorization and Notice to Proceed from the **COUNTY** and **COUNTY** delivery of survey, whichever is later. However, the **CONSULTANT's** contract will extend through construction. If the **COUNTY** requests that work under this Authorization to be stopped, the schedule is subject to re-negotiation when written authorization to restart is received.

A design production schedule shall be prepared and kept up to date throughout the design process. The milestone schedule, based on receipt of review comments within two weeks after submittal of the deliverables, is:

60% Deliverables	6 months after NTP and receipt of survey
100% Deliverables	12 months after NTP and receipt of survey
Final Deliverables	15 months after NTP and receipt of survey

VI. COMPENSATION

This project is a limiting amount contract and shall not exceed a cost of $411,187.81. Compensation amount is reflected in further detail on the attached fee sheets, Exhibit A-1.

In the event the Scope of Services requires modification at the request of the **COUNTY**, or unforeseen circumstances arise requiring additional work, an amendment will be required to make the necessary adjustments. The **CONSULTANT** shall submit invoices once each month, in accordance with the terms of the Master Consulting Agreement 2022-088.

Each invoice shall include:

- A progress report, depicting the **CONSULTANT's** work effort aligned to the invoiced amount, and
- A PDF of timesheets for all **CONSULTANT** staff working on the project during the reporting period

ECHO
UTILITY ENGINEERING & SURVEY

ECHO UES, Inc.
4803 George Rd. Suite 350
Tampa, FL 33634
888.778.ECHO
Grow, Inspire, Make a Difference

December 15, 2025

Eduardo A. Ponce, PE, CPM
Senior Project Manager - Engineering
HNTB Corporation
555 N. Broadway Ave.
Bartow, FL 33830

PROPOSAL FOR SUBSURFACE UTILITY ENGINEERING (SUE) AND UTILITY COORDINATION (UC) SERVICES

Project: Longfellow Blvd. at N. Crystal Lake Dr., Polk County

Dear Mr. Ponce:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a technical proposal for the provision of professional services. This technical proposal, inclusive of an economical offer and schedule, details the approach we consider the most suitable for this project.

Project Synopsis: Based on the information made available to ECHO, we understand the project consists of design intersection improvements at **Longfellow Blvd. at N. Crystal Lake Dr.** located in Polk County, Florida. ECHO's professional services were requested to provide subsurface utility engineering (SUE) and utility coordination (UC) services within the provided area for which the improvements will be designed.

Project Limits: ECHO's proposed services will be performed within well-defined limits (i.e. Project Limits) as shown on the attached graphic representations.

Subsurface Utility Engineering (SUE) Services
Using a combination of field investigative techniques and technology, including surface geophysical instruments and vacuum excavation equipment, ECHO will perform the following services:

Utility Designating – (SUE Quality Level B): Identification and marking of existing utilities. Utilities potentially in conflict with the project and located within the project limits will be investigated in the attempt to identify their horizontal position. The results will be marked on the

ground surface using the most appropriate method (i.e. pin flags, paint etc.) and showing the approximate position of the identified utilities.

Utilities that ECHO will attempt to identify, and mark are utilities located within the project limits, with the exclusion of irrigation lines, services lines and sewer laterals, if any. Gravity sewer and storm water systems are generally included in the topographic survey file (provided by others).

Utility Locating – (SUE Quality Level A): ECHO will perform vertical confirmation (depth and elevation) of buried utilities at specific design element locations that will require excavation to install within the project limits. ECHO will attempt to expose utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions. **A total of twenty-nine (29) test holes is anticipated.**

Deliverables:

Subsurface Utility Engineering & Survey

- Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the designated and located utilities.
- Office deliverables will consist of:
    - Test hole data report (THDR)
    - Survey digital CADD file 2/D (AutoCAD) and a signed and sealed surveyor's report.

Utility Coordination

ECHO is responsible for coordinating the design work with the public and private Utility Agency/Owners (UAOs) having existing and/or planned facilities within the limits of the project. At the 60% design phase, ECHO shall notify by e-mail all public and private UAOs that may have utilities within the project limits. Notification shall include a description of the project, an outline of the design schedule and a set of 60% design drawings. ECHO shall request UAOs to mark the plans with the location of their facilities within the project limit.

ECHO shall provide the UAOs digital plans at the 60% and 100% complete design phases. At each design phase, the utility agencies and companies will be instructed to return one (1) set of marked-up plans to ECHO showing their utility relocation, adjustment, and new facilities design, as well as existing utilities to remain per the County's Utility Coordination Manual. ECHO shall coordinate with the COUNTY to hold a utility coordination meeting with required attendance by the UAOs in the event of possible utility conflicts. ECHO shall provide the UAOs with a minimum of two weeks' notice for the coordination meetings.

ECHO's utility coordination responsibilities shall continue throughout the design process to assist the COUNTY with resolving utility conflicts. Any utility design services for new facilities or the proposed relocation and adjustment of existing facilities are not included in this scope of services nor will be the responsibility of ECHO.

Proposed Schedule: To be discussed and agreed upon with the client following acceptance of this proposal.

The proposed schedules shall be valid barring any unforeseen conditions.

Notes and Limitations:

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g. use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g. lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g. adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
13. Subsurface Utility Engineering, Designating and Locating terms all refer to the *American Society of Civil Engineers / Utility Engineering and Surveying Institute / Construction Institute "Standard Guideline for Investigating and Documenting Existing Utilities" (ASCE/UESI/CI 38-22)*. Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

Fee: ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below.

- **Subsurface Utility Engineering (SUE) = $33,752.30 (Lump Sum Fee)**
- **Utility Coordination (UC) = $16,782.45 (Lump Sum Fee)**

Acceptance: We will honor this proposal for 90 days. If accepted, please return to our attention together with a professional services agreement / task work order authorization and official Notice to Proceed.

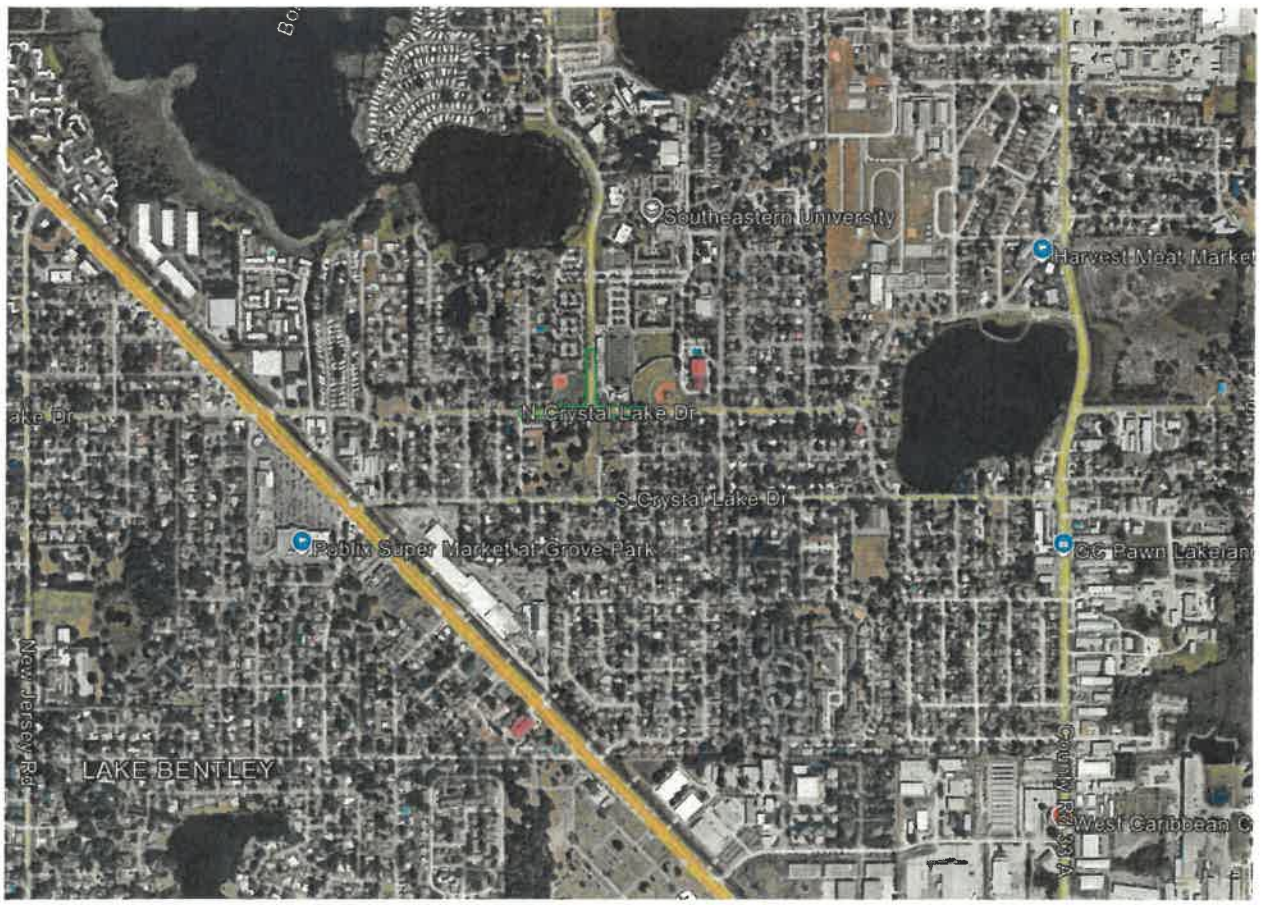
At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concern.

Sincerely,

Jerry Comellas, Jr., PE
President
ECHO UES, Inc.

Vicinity Map:



Project Limits:

AREHNA | Engineering, Inc.

5012 W. Lemon Street
Tampa, Florida 33609
Ph 813.944.3464 | Fax 813.944.4959

December 11, 2025

Mr. Ed Ponce, PE, CPM, ENV SP
HNTB

Via Email: eponce@hntb.com

Subject: Proposal for Geotechnical Engineering Services
Longfellow Blvd. and N. Crystal Lake Drive Intersection
Lakeland, Florida
AREHNA B.Prop-25-374

AREHNA Engineering, Inc. is pleased to present this proposal to provide geotechnical engineering services for the referenced project. This proposal summarizes our understanding of the project, presents our scope of services, and provides a proposed scope, fee and schedule.

Project Description

The project site is located southwest of the intersection of Longfellow Blvd. and N. Crystal Lake Dr. in Lakeland, Florida. The Polk County project consists of two new mast arm signal poles, two new light poles and two new pedestrian crossing signal poles, as well as road widening for a westbound right turn lane on North Crystal Lake Drive.

Based on recent aerial images, there are overhead utilities over the southern side of the intersection and borings in this area will need to be moved into the roadway, requiring maintenance of traffic (MOT) and permits to complete the borings. The site appears to be accessible to AREHNA's truck mounted drilling rig. This proposal assumes that one day of MOT will be required to complete the work and permitting will be through Polk County.

Scope of Services

The purpose of our geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- Allowable capacities and estimated foundation settlement for any shallow foundations.
- Existing pavement and base layer thicknesses for any borings completed in the roadway (approximate field measured thickness-pavement cores are not included in this estimate).
- General geotechnical recommendations for the proposed construction.
- Recommended design soil parameters for the miscellaneous structures/drilled shaft foundations.

The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Obtain Polk County ROW/MOT permit(s) to perform the requested services within the existing roadway, if required.
- Provide Maintenance of Traffic in accordance with Florida Department of Transportation (FDOT) Standard Indices, as needed.
- Perform a total of 6 Standard Penetration Test (SPT) borings at the project site. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter. SPT borings will be performed as follows:
  - Two SPT borings will be performed to a depth of 30 feet below the existing ground surface at the proposed mast arm foundation locations.
  - Four SPT borings will be performed to a depth of 20 feet below the existing ground surface at the proposed pedestrian signal pole and light pole locations.
- Perform a total of three seasonal high hand auger borings extending to an approximate depth of 5 feet below existing ground surface or auger refusal along the proposed turn lane widening area. Borings are assumed to be in unpaved areas.
- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in two separate written reports signed and sealed by a professional engineer specializing in geotechnical engineering as follows:
  - Roadway Soil Survey Report
  - Miscellaneous Structures Report

Schedule

We can perform the fieldwork within approximately four to five weeks from receiving the notice to proceed. During this time, any permits will be obtained, the boring locations will be staked/marked and a utility locates request will be submitted to Sunshine811. The fieldwork should require approximately two days to complete, weather and access permitting. Our signed and sealed reports should be available approximately three to four weeks after completion of the fieldwork.

Service Fee

We propose to complete our geotechnical engineering services for a lump sum fee of $23,600.00. Two days of maintenance of traffic (MOT) is included in the lump sum fee amount. If MOT is not needed, the invoice will be reduced by $2,500.00 per day.

Please note that samples will be retained for 90 days after the date of the report and then disposed, unless other arrangements have been made.

We appreciate the opportunity to support you on this project. If you have any questions regarding this proposal, please do not hesitate to contact us at 813.944.3464.

Sincerely,
AREHNA Engineering, Inc.

Andy Tao, P.E.
Senior Geotechnical Engineer

Kevin M. Hill, P.E., PMP
Senior Geotechnical Engineer

Exhibit A-1

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Longfellow Boulevard at N Crystal Lake Drive
County: Polk
FPN: CSA-088-04
FAP No.: N/A

Consultant Name: HNTB
Consultant No.: 79337-DS-004
Date: 1/16/2026
Estimator: E. Ponce

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Senior Project Manager	Chief Engineer/Planner	Senior Engineeer/Planner	Chief Designer	Project Engineer/Planner	Senior Designer	Engineer/Planner	Senior Technician	Designer	Engineering/Planning Intern	Technician	Contract Support Specialist	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$313.66	$308.26	$232.54	$216.32	$189.28	$178.46	$162.24	$146.02	$135.20	$135.20	$124.38	$124.38			
3. Project Common and Project General Tasks	225	11	16	20	27	36	32	23	11	11	0	0	38	225	$42,950	$190.89
4. Roadway Analysis	285	14	23	40	43	46	40	37	29	14	0	0	0	286	$58,060	$203.01
5. Roadway Plans	205	0	0	10	21	31	21	29	29	25	20	20	0	206	$33,995	$165.02
6a. Drainage Analysis	269	13	22	38	40	43	38	35	27	13	0	0	0	269	$54,648	$203.15
6b. Drainage Plans	39	0	0	2	4	6	4	5	5	5	4	4	0	39	$6,436	$165.01
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	26	5	5	9	0	7	0	0	0	0	0	0	0	26	$6,527	$251.05
18. Structures - Miscellaneous	26	1	2	4	4	4	4	3	3	1	0	0	0	26	$5,257	$202.18
19. Signing & Pavement Marking Analysis	91	0	0	5	9	14	9	13	13	11	9	9	0	92	$15,196	$165.18
20. Signing & Pavement Marking Plans	17	0	0	0	2	3	2	2	2	2	2	2	0	17	$2,763	$162.56
21. Signalization Analysis	422	0	21	42	42	63	42	59	59	51	42	0	0	421	$75,506	$179.35
22. Signalization Plans	43	0	0	2	4	6	4	6	6	5	4	4	0	41	$6,744	$164.48
23. Lighting Analysis	129	0	0	6	12	19	13	18	18	15	13	13	0	127	$20,859	$164.24
24. Lighting Plans	39	0	0	2	4	6	4	5	5	5	4	4	0	39	$6,436	$165.01
Total Staff Hours	1,816	44	89	180	212	284	213	235	207	158	98	56	38	1,814		
Total Staff Cost		$13,801.04	$27,435.14	$41,857.20	$45,859.84	$53,755.52	$38,011.98	$38,126.40	$30,226.14	$21,361.60	$13,249.60	$6,965.28	$4,726.44		$335,376.18	$184.88

Check = $335,376.18

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:					$335,376.18
OVERHEAD:		0%			$0.00
OPERATING MARGIN:		0%			$0.00
FCCM (Facilities Capital Cost Money):		0.00%			$0.00
EXPENSES:		0.50%			$1,676.88
Survey (Field - If by Prime)	0	4-person crew days @	$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					**$337,053.06**
Subconsultant: ECHO					$50,534.75
Subconsultant: AREHNA					$23,600.00
SUBTOTAL ESTIMATED FEE:					**$411,187.81**
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$411,187.81**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$411,187.81**

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

HNTB Corporation
The HNTB Companies
Infrastructure Solutions

201 N Franklin Street, Suite 1200
Tampa, FL 33602

Telephone (813) 402-4150
hntb.com

Exhibit B

Polk County Contract
RFP No.: 22-242

HNTB Classification	2025 Loaded Rates
Principal	$346.11
Chief Architect	$313.66
Senior Project Manager	$313.66
Chief Engineer/Planner	$308.26
Chief Scientist	$281.22
Chief Community Outreach Specialist	$270.40
Senior Architect	$270.40
Senior ITS Specialist	$248.77
CEI Project Administrator	$243.36
Senior Engineer/Planner	$232.54
Architect	$227.14
Chief Designer	$216.32
Senior Community Outreach Specialist	$216.32
Senior GIS Specialist	$216.32
Project Manager	$205.50
Project Engineer/Planner	$189.28
Senior Designer	$178.46
Community Outreach Specialist	$162.24
Engineer/Planner	$162.24
GIS Specialist	$162.24
ITS Specialist	$162.24
Scientist	$162.24
Senior Technician	$146.02
CEI Senior Inspector	$140.61
Designer	$135.20
Engineering/Planning Intern	$135.20
Contract Support Specialist	$124.38
Technician	$124.38
CEI Inspector	$108.16
GIS Analyst	$108.16
Secretary/Clerical	$108.16

HNTB Corporation
The HNTB Companies
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201 N Franklin Street, Suite 1200
Tampa, FL 33602

Telephone (813) 402-4150
hntb.com

HNTB

HNTB Multiplier	
Overhead	138.380%
Expenses	2.770%
FCCM	0.094%
Operating Margin	47.500%
	188.744%
	2.89

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 14 (color)	$ 0.30/page	$..0.40/sheet
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
9 ½ x 24 Single Side Only	$ 1.00/page	
17 x 22 Single Side Only	$ 2.00/page	
18 x 24 Single Side Only	$ 2.00/page	
24 x 36 Single Side Only	$ 3.00/page	
30 x 30 Single Side Only	$ 5.00/page	
32 x 34 Single Side Only	$ 5.00/page	
Other sizes-per square inch	$ 0.03/page	
Compact Digital Disk	$ 6.00/disk	
B. Blueprint Copy		$10.00/page

2. Subcontractor Services (No markup permitted) — Actual Costs
3. Special Consultants (No markup permitted) — Actual costs
4. Computer Services — Non-reimbursable
5. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS — Actual Costs
7. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2025

5/1/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1445095 HNTB CORPORATION 201 N. FRANKLIN STREET, SUITE 1200 TAMPA FL 33602 082	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lloyd's of London — 15792 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 20024446 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	PROFESSIONAL LIABILITY	N	Y	LDUSA2504553	5/1/2025	5/1/2026	$2,000,000 PER CLAIM/ ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HNTB JOB #79337; CSA NO. 2022-088-03; FRP 22-242; PROFESSIONAL ENGINEERING SERVICES FOR ROADS AND DRAINAGE. WAIVER OF SUBROGATION APPLIES TO PROFESSIONAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY STATE LAW.

CERTIFICATE HOLDER

20024446
79337-POLK COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
PROCUREMENT DIVISION; ROOM 150
330 W. CHURCH STREET
BARTOW FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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CERTIFICATE OF LIABILITY INSURANCE

1/1/2027

DATE (MM/DD/YYYY): 12/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1489520 HNTB CORPORATION 201 N. FRANKLIN STREET, SUITE 1200 TAMPA FL 33602 082	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Guarantee and Liab. Ins. Co. — 26247 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20024431 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	GLO 0769451	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BAP 0769452	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	AUC 1424208	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 0769453	1/1/2026	1/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HNTB JOB #79337; CSA NO. 2022-088-03; FRP 22-242; PROFESSIONAL ENGINEERING SERVICES FOR ROADS AND DRAINAGE. POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY STATE LAW.

CERTIFICATE HOLDER

20024431
79337-POLK COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
PROCUREMENT DIVISION; ROOM 150
330 W. CHURCH STREET
BARTOW FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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CIP BUDGET AMENDMENT REQUEST

(Used for all amendments/transfers per CIP Policy approved 2 September 2014)

Date	2/9/2026
CIP Project(s)	5400265
Division	Roads and Drainage
BRJ ID:	Greyes 2-9-26

For Transfers under CIP Policy 6.a and 6.b shown below | **For CIP Policy 6.b only**

	Amount **FROM**	Fund	Cost Center	Account	Project	Total Project Budget	% Decrease
TOTAL							

							% Increase
TOTAL	$ -						

JUSTIFICATION **(Attached Current Fiscal Year CIP Detail Sheets)**

APPROVALS

Division Director Approval:		
Policy 6.a: Budget/Procurement		**Policy 6.b: County Management/Designee**
	2/11/26 (Date)	(Date)

6. **Amending the Adopted CIP** - Circumstances may arise during the fiscal year which makes it necessary to amend the Adopted CIP. Since many of the County's CIP projects span multiple years and funding sources, the Board considers certain variances of estimates to be reasonable and not require BoCC approval. The CIP may be amended as follows:

   a. The Budget and Procurement Director or designee may administratively approve changes to the funding source of a project, as long as the total project budget does not change.

   b. The County Manager or designee may approve project budget increases or decreases, which are less than 5% of the total project budget or $250,000 (whichever is less). Multiple amendments to the same project can be approved by the County Manager if the total is under 5% or $250,000.

AC 2/11/2026

For Transfers Requiring Board Approval | **Board Date:**

	Amount **FROM**	Fund	Cost Center	Account	Project
	$ 261,188	10104	510000101	5998300	0000000
TOTAL	$ 261,188				

	Amount **TO**	Fund	Cost Center	Account	Project
	$ 261,188	10104	540541095	5666000	5400265
	$ -				
	$ -				
TOTAL	$ 261,188				

Justification: See attached Agenda Backup

Requesting Division: FORWARD TO BUDGET & MANAGEMENT SERVICES (CA02) (Rev. 08-24)

POLK EXPENDITURE SUMMARY BY PROJECT

PARAMETERS	
LEDGER NAME	Polk County BoCC
PERIOD FROM	Oct-25
PERIOD TO	Adj-26
FUND FROM	All
FUND TO	All
COST CENTER FROM	All
COST CENTER TO	All
ACCOUNT FROM	All
ACCOUNT TO	All
PROJECT FROM	5400265
PROJECT TO	5400265
AREA	All
TBD	All

FLEXFIELD STRUCTURE	FUND	COST CENTER	ACCOUNT	PROJECT	ACCOUNT DESCRIPTION	BUDGET	ACTUALS	ENCUMBRANCES	BALANCE
10104.540541095.5666000.5400265.00.0000000	10104	540541095	5666000	5400265	Capital Expense-Program Budget	150,000.00	0.00	0.00	150,000.00
Project:	Crystal Lake Dr N @ Longfellow Blvd					150,000.00	0.00	0.00	150,000.00
GRAND TOTAL:						150,000.00	0.00	0.00	150,000.00

| | | |

Agenda Item L.1. 3/3/2026

SUBJECT

Appoint Joshua Borem as Member (Seat 7) of the Polk County Industrial Development Authority, for the remainder of the three-year term, March 3, 2026, to January 21, 2027.

DESCRIPTION

Purpose of Layboard: For the purpose of performing such acts necessary for the sound planning and development of Polk County, its industry, commerce and business.

Creating Authority: Special Act of the Legislature in 1969 and Chapter 159, Part III, Florida Statutes; Resolution 08-002.

Appointments: Nine members appointed by the Board of County Commissioners. At least one member of the IDA shall reside in each Commissioner's District and no more than three members may reside in the same District. No member shall hold dual office.

Term Limits: No term limits

Term of Office: Three years. Each member shall serve and continue to hold office until his successor is appointed. In the event of a vacancy in the office of any member during a term of office, the Board of County Commissioners shall appoint a successor for the period of the unexpired term.

Reason for Appointment: Resignation of Cynthia "Cyndi" Jantomaso.

RECOMMENDATION

Appoint Joshua Borem as Member (Seat 7) of the Polk County Industrial Development Authority, for the remainder of the three-year term, March 3, 2026, to January 21, 2027.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Ana C. Pereira, Executive Assistant of the Board

863-534-6422

AnaPereira@PolkFL.gov

Joshua Borem
Lakeland, FL 33810
863-944-5221
borem111@gmail.com

February 1, 2026

Amber Smith
Communications Director
Polk County

Re: Industrial Development Authority Appointment – District 5

Dear Ms. Smith,

I am writing to express my interest in serving on Polk County's Industrial Development Authority. I currently reside in Commission District 5 and would welcome the opportunity to be considered.

I am a long-time Polk County resident and the owner of a local business operating here for several years. As a business operator, I regularly work with decisions involving capital investment, risk, payroll, and long-term planning. While I am not a finance or legal professional, I am comfortable reviewing complex information, asking practical questions, and relying on subject-matter experts to support sound decisions.

I am interested in the IDA because of its role in supporting responsible economic development while maintaining appropriate safeguards for the county and its residents. I value thoughtful oversight, transparency, and decisions grounded in practical outcomes.

Thank you for your time and consideration. I would be honored to serve if selected and am happy to provide any additional information.

Sincerely,
Joshua Borem

Joshua Borem
Lakeland, Florida
863-944-5221 | borem111@gmail.com

Professional Summary

Business owner and operator with 21 years' experience in Polk County. Background includes capital investment decisions, operational risk management, and workforce oversight. Interested in contributing practical business judgment and thoughtful oversight in a civic service role.

Professional Experience

Borem Fire Protection, Inc. – Lakeland, FL
Owner / President | 2018–Present

- Founded and operate a local fire protection services company serving commercial customers throughout Polk County and surrounding areas.
- Operate a multi-service fire protection company employing 18 staff and completing thousands of service jobs annually.
- Responsible for capital purchases, budgeting, payroll, and long-term planning.
- Manage workforce operations, regulatory compliance, and customer contracts.
- Coordinate regularly with local businesses, municipalities, community organizations, and businesses both large and small.

Civic & Community Involvement

- Business Voice of Greater Lakeland – Chairman
- Homeowners Association – Board Member
- Children's Evangelism Fellowship – Committee Member
- Lakeland Chamber of Commerce – Member (highly active)
- Bridge Local – Member (highly active)

Civic Education & Leadership

- Lakeland Citizens Academy
- Lakeland Police Citizens Academy
- Political Leadership Institute

Education

- College coursework completed (no degree), Southwestern Michigan College
- College coursework completed (no degree), Vincennes University

Agenda Item N.1. 3/3/2026

SUBJECT

PUBLIC HEARING (LDCT-2025-25 Communication Towers) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to lower the level of review for Monopole Communication Towers in non-residential districts; to modify Communication Tower conditional use standards; and add standards and a definition for Mobile Communication Towers. (No Fiscal Impact)

DESCRIPTION

This is a County-initiated request for an LDC text amendment to Chapter 2, Section 205, Use Table for Standard Land Use Districts, to lower the level of review for communication towers in non-residential districts; Chapter 3, Section 303, Criteria for Conditional Uses, to modify Communication Tower conditional use standards and add standards for Mobile Communication Towers; Chapter 4, Special Districts, to lower the level of review for communication towers in non-residential districts and modify conditional use standards; Chapter 5, Green Swamp Area of Critical State Concern, to lower the level of review for communication towers in non-residential districts; Chapter 10, Definitions, to provide glossary updates. State law requires one Planning Commission hearing, which was held on February 4, 2026, with a recommendation for approval by a 7:0 vote.

RECOMMENDATION

After the second reading on March 17, 2026:

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance, Principal Planner
Land Development Division
(863) 534-7621
ivannance@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	January 29, 2026	**Level of Review:**	Level 4 Review
PC Date:	February 4, 2026	**Type:**	LDC Text Amendment
BoCC Date:	March 3, 2026 March 17, 2026	**Case Numbers:** **Case Name:**	LDCT-2025-25 Communication Towers
Applicant:	Polk County	**Case Planner:**	Ian Nance

Request:	A County-initiated LDC Text Amendment to multiple sections of the Code to lower the levels of review for monopole communication towers in non-residential districts; modify conditional use standards for communication towers; add provisions for mobile communication towers; and update glossary.
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7-0

Among the changes to Section 205, Use Table:

- Lower the level of review from "C3" to "C2" for Monopole Communication Towers in Linear Commercial Corridor (LCC) and Leisure Recreation (L/R) future land use districts.

- Add Monopole Communication Towers as a "C2" use in the Neighborhood Activity Center (NAC) future land use district.

Among the changes to Section 303, Criteria for Conditional Uses:

- Remove outdated criteria including application requirements, requirements for annual reports, search ring standards for the placement of towers, redundant Planning Commission criteria.

- Adding criteria for Mobile Communication Towers that are necessary for providing continuing services while an existing tower is being repaired or replaced.

Among the Changes to Chapter 4, Special Districts:

- I-4 Selected Area Plan (SAP) – Lowering the level of review from "C3" to "C2" for Monopole Communication Towers in LCCX and Community Activity Center (CACX) future land use districts.

- Ronald Reagan SAP – Adding Monopole Communication Towers as a "C2" use in NAC.

- US 27 SAP – Adding Monopole Communication Towers as a "C3" conditional use in Residential future land use districts to be consistent with the level of review elsewhere in the County. Adding Monopole Communication Towers as a "C2" conditional use in NAC. Lowering level of review for Monopole Communication Towers from "C3" to "C2" in Regional Activity Center (RACX), Professional Institution (PIX), and L/RX future land use districts.

- US 98 SAP - Lowering the level of review from "C3" to "C2" for Monopole Communication Towers in Employment Center (ECX); Commercial Enclave (CEX); LCCX, and L/RX future land use districts.

- North Ridge SAP – Adding Monopole Communication Tower as "C2" conditional uses in CEX and NACX future land use districts. Lowering the level of review from "C3" to "C2" for Monopole Communication Towers in LCCX, L/RX, and ECX future land use districts.

- Southeast Polk SAP - Adding Monopole Communication Tower as a "C2" conditional use in CEX, NACX, and Tourist Commercial Center (TCCX) future land use districts. Lowering level of review from "C3" to "C2" for Monopole Communication Towers in Rural Cluster Center (RCCX), CEX, LCCX, and L/RX future land use districts.

- Wahneta Neighborhood Plan - Adding Monopole Communication Tower as "C2" conditional uses in CEX and NACX future land use districts. Lowering level of review from "C3" to "C2" for Monopole Communication Towers in LCCX future land use districts.

Among the Changes to Chapter 5, Green Swamp ACSC:

- Adding Monopole Communication Tower as "C2" conditional uses in CEX future land use districts. Lowering level of review from "C3" to "C2" for Monopole Communication Towers in LCCX and L/RX future land use districts.

Among the Changes to Chapter 10, Definitions:

- Adding definition for Mobile Communication Tower.

Summary:

Land Development Code (LDC) policies for Communication Towers were adopted prior to the adoption of the Code and are outdated. Cellular and data transmission have become critical components of modern infrastructure, and recent cases have prompted staff to review current standards.

Primary changes involve amending conditional use criteria in Section 303 to remove redundant standards. For instance, current language requires applicants for a Level 2 Review to submit 12 sets of plans for review; applicants for Level 3 Reviews are required to submit 17 sets. This standard has become antiquated with electronic submissions and updated LDC requirements for

Level 2 and 3 Review applications. Conditions require a special set of criteria for Planning Commission approval of Level 3 applications, which are also outdated by Code updates.

While amending this, staff has recognized an opportunity to add provisions for Mobile Communication Towers. Essentially, towers hauled onto a site through a truck or trailer are occasionally needed for the repair or replacement of existing towers. The LDC currently has no standards to allow these.

Finally, and as shown above, staff is lowering the levels of review for monopole towers in non-residential districts, not including Preservation or Recreation/Open Space. Most non-residential districts are located within the Transit Supportive Development Area (TSDA) or Urban Growth Area (UGA) where cellular services are critical. Monopole towers require a small footprint and are not as visually unappealing as lattice or guyed towers. Provisions remain in Section 303 that towers must remain at least their height away from residential property lines, or Planning Commission approval is required.

Relevant Sections, Policies, and/or Regulations to Consider:

Comprehensive Plan Policy 2.125-D Utilities
LDC Table 2.1 Use Table
LDC Section 303 Conditional Use Criteria
LDC Chapter 4 Special Districts Use Tables
LDC Section 905 Level 2 Reviews
LDC Section 906 Level 3 Reviews
LDC Chapter 10 Definitions

Findings of Fact

- *A County-initiated LDC Text Amendment to multiple sections of the Code to lower the levels of review for monopole communication towers in non-residential districts; modify conditional use standards for communication towers; add provisions for mobile communication towers; and update glossary.*

- *Comprehensive Plan Policy 2.125-D Utilities states, The following utility facilities shall be permitted throughout the County in all land use classifications, subject to County approval, to support existing and proposed development:*

    a. water and sewer transmission and treatment facilities, including, without limitation, collection and distribution mains, water and sewerage-treatment facilities, and pumping facilities;

    b. electrical-transmission and distribution facilities including, without limitation, electrical transmission lines, substations, and related electrical-distribution facilities;

c. ***communications facilities, including, without limitation, radio towers and microwave transmission facilities, (subject to other restrictions within the Plan or the County's Land Development Code);***

d. *public potable wells and temporary or permanent package treatment plants; and*

e. *natural-gas and liquefied-fuel pipelines.*

- *LDC Chapter 10 defines Communication Facility as "the use of land, buildings or structures for the above ground transmission and reception of television, radio, or wireless telephone communications including all transmitting and receiving towers, dishes and antennae."*

- *LDC Chapter 10 defines Communication Tower as "Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including lattice towers, guyed towers and monopole towers. The term includes, without exclusion, radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers and camouflaged towers. The term does not include structures which are utilized solely by amateur radio operators licensed by the FCC. For the purposes of applying the height thresholds and setback requirements of this Section, antennas which add to the height of a communication tower shall be considered a part of the communication tower. Communication towers are further classified as Monopole, Lattice, and Guyed Towers."*

- *LDC Chapter 10 defines Tower as, "an engineered structure designed to be placed on foundations or on another structure, constructed to a given height, fabricated to withstand the minimum wind loads and for the purpose of communication, TV transmission, microwave, radar or any other useful purpose."*

- *LDC Chapter 10 defines Guyed Tower as, "any Guyed Tower structure that is designed and constructed primarily for the purpose of supporting one or more antennas. Specifically, a Guyed Tower is a Communication tower which is anchored with guy wires."*

- *LDC Chapter 10 defines Lattice Tower as, "any lattice tower structure that is designed and constructed primarily for the purpose of supporting one or more antennas. Specifically, a lattice tower is a communication tower which is self-supporting and which has three or more sides of open-framed supports.*

- *LDC Chapter 10 defines Monopole Tower as, "any monopole structure that is designed and constructed primarily for the purpose of supporting one or more antennas. Specifically, a monopole tower is a single, self-supporting Communication tower of spin-cast concrete, concrete, steel or similar materials having a solid appearance and containing no guy wires."*

- *LDC Section 303 provides conditional use criteria necessary for the approval of communication towers. Required documentation includes:*

    1. *The tower manufacturer's product specifications indicating that the tower will satisfy all standards imposed by the American National Standards Institute (ANSI);*

    2. *a certification that no antennas to be placed on the structure will cause significant interference with a public safety system or with the usual and customary transmission or reception of radio, television and other customary services enjoyed by adjacent residential and non-residential properties.*

    3. *a lease or other contract between the tower applicant and a telecommunication service provider for placement of an antenna on the tower upon approval and construction of the tower*

    4. *a map depicting all structures within the applicant's search ring equal to or greater than 75 percent of the height represented by the applicant as being required for its proposed tower, along with an affidavit indicating whether or not such structures are available or sufficient to accommodate the applicant's proposed antenna; and,*

    5. *an affidavit certifying that all requirements of the Joint Airport Zoning Board have been satisfied and indicating the status of any FAA applications for the proposed tower.*

- *According to LDC Section 303, the following standards apply:*

    1. *With the exception of concrete communication towers, all communication towers shall have either a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness.*

    2. *To the extent possible, communication towers and their support facilities shall be designed with materials, colors, textures, screening, and landscaping that will blend the communication tower with its surrounding environment.*

    3. *Communication towers shall not be artificially lighted unless required by the FAA or any other authority with jurisdiction. If lighting is required, strobe lighting shall be utilized during daylight hours only and red lighting shall be utilized at night unless another form of lighting is required by the FAA or any other authority with jurisdiction.*

    4. *Communication towers shall be enclosed by security fencing not less than six feet in height. Access to communication towers shall be through a lockable gate.*

    5. *The visual impacts of communication towers on nearby viewers shall be mitigated to the extent reasonably possible. At a minimum, a row of trees at least six feet tall at planting shall be planted around the perimeter of the fence to the property and a continuous hedge at least 30 inches high at planting and capable of growing to at least 36 inches in height within 18 months shall be planted in front of the tree line referenced,*

together providing for an opacity at planting of 60 percent and achieving 100 percent opacity within two years of planting. The required opacity shall be achieved to a height of six feet. All landscaping shall be of an evergreen variety (non-deciduous), except that existing native vegetation shall be preserved if sufficient to meet opacity requirements. The required landscaping shall be located on the outside of the fence to the property. Landscaping requirements may be waived for those sides of a communication tower that are adjacent to undevelopable property or that are not otherwise visible from off-site.

6. Communication towers shall be set back a distance equal to one times (1x) the height of the communication tower from any off-site residential Future Land Use designation or the property line of any off-site residential structure. Setbacks shall be measured from the base of the communication tower. For the purposes of this provision, the Land Use designation of Agriculture/Residential Rural (A/RR) shall not be considered a residential Future Land Use designation.

- *On March 11, 1997, the BoCC adopted a moratorium (Ordinance 97-02) on the approval of Conditional Use Permits for Communication Towers until May 1, 1997, to allow County staff a chance to review standards for Communication Towers.*

- *On October 14, 1997, the BoCC adopted Ordinance 97-41 which provided conditions of approval for Communication Towers. This was repealed with the adoption of the Land Development Code.*

- *LDC Section 912 allows any property owner, BoCC, or agency to apply to the Department to amend the text of this Code, the text of the Comprehensive Plan, or the Future Land Use Map Series (FLUMS) in compliance with procedures prescribed by the Department.*

- *This application has been reviewed for consistency with applicable Comprehensive Plan and LDC policies.*

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **Approval of LDCT-2025-25.**

Analysis:

LDCU-2022-51 was approved by the Planning Commission on May 3, 2023, by a 7-0 vote with no special conditions of approval. The request was for a 125-foot monopole communication tower in the Linear Commercial Corridor (LCC) and Transit Supportive Development Area (TSDA) on a leased property within a developed self-storage facility adjacent to US 27 and north of Haines City. The distance from the nearest residential property easily exceeded the height of the tower, a provision within the Code that would have triggered a Level 3 Review had the opposite been true. The only reason it went to hearing was because the use was designated as a "C3" in LCC.

This case caused staff to examine where these uses are allowed through administrative approval. While LCC districts are typically adjacent to residential uses, cases like the one above needlessly went through a hearing in an area of the County where cellular and data transmissions are necessary components of modern infrastructure. After the approval, the applicant was required to re-submit the same sets of plans for the Level 2 Review, creating an unwarranted burden on them and on staff for review.

This amendment will lower the level of review in all non-residential districts where monopole towers are currently listed as "C3" uses to "C2" conditional uses, except for Preservation and Recreation/Open Space. Despite this, Code language does require setbacks from residential properties of at least the height of the tower, otherwise Planning Commission approval is still required.

Staff restricted this change to monopole towers, rather than guyed or lattice towers, because of their relatively limited impacts on surrounding uses. These facilities are usually sited within leased areas on other properties. While the monopole tower itself may only measure 4-5 feet in diameter, security enclosures that house the tower and support facilities are usually small, too. In the case above, the entire leased area was 2,400 sq. ft. Guyed and lattice towers have a larger footprint and create more of a visual impact than monopole versions.

Furthermore, Section 303 requires landscaping, and prohibits signage and lighting beyond what is required for safety and regulated by other agencies, which all contribute to providing compatibility with surrounding uses. This amendment will also modernize Section 303 and make it more user-friendly. The current code language dates to 1997 through an ordinance adopted by the Board prior to the adoption of the LDC. This amendment will strike outdated language that includes providing instructions on submitting documents for review; instituting criteria for the Planning Commission to consider when reviewing Communication Towers; requiring the submittal of Annual Reports to Land Development; as well as adopting tools required for staff to consider such as a search ring.

The first two standards are being removed because of redundancy and conflict with LDC Chapter 9 criteria for Level 2 and 3 Review submissions. Thirdly, annual reports have not been collected by staff and are unnecessary. The last item involving a "search ring" required of applicants to show how many towers were within a given area is not clearly detailed with what the target area should be and what staff should do with the answer. In addition, since 1997, communication towers have become essential infrastructure – an arbitrary search radius should not impede the provision of necessary coverage.

Finally, staff was approached over the summer with an issue involving the use of Mobile Communication Towers that were needed to provide services while two existing towers were being repaired and replaced in northwest Polk County. One tower provided three crucial signals - AT&T service, E-911 Service, and service for FIRSTNET, the Florida carrier for the Police, Fire and First Responders network which is also used by Customs and Border Protection, FBI, FEMA and other governmental agencies.

Staff cobbled together other provisions within the Code involving commercial vehicles and temporary uses to allow the request to move forward in a prompt manner, but this amendment will

add LDC standards to clearly allow these in future situations. As existing towers age, these will be needed to support cellular and data capabilities for personal use and emergency services. Staff has reviewed Land Development regulations in surrounding counties, notably Hillsborough and Orange, and has not found any regulations pertaining to Mobile Communication Towers, though it is anticipated other municipalities will adopt similar provisions in the future.

Benefit-cost Analysis of the Amendment

Who does it help?

This amendment modernizes application requirements for applicants as well as lowers the level of review for proposed monopole towers in non-residential districts. This reduces the time burden on staff by eliminating Level 3 Reviews in areas where compatibility issues are not a prominent concern. The Mobile Communication Towers portion allows for uninterrupted service.

Who does it hurt?

This will remove the public input process for Monopole Towers in non-residential districts; however, Planning Commission approval will still be required when a tower is within a certain distance of residential property, regardless of if it is sited in a non-residential district. Therefore, no harm is anticipated with this request.

What is the cost?

Staff finds the cost to be minimal. The Planning Commission hears 2-3 of these cases per year, on average. The application fee for a Level 3 Conditional Use is $4,023 plus an advertising fee of $450. This will save the applicant these fees, though Level 2 Review fees will still be assessed (> $5,000 for Communication Towers).

Limits of the Proposed Ordinance

This amendment applies to most non-residential parcels within the unincorporated areas of the County, including the Green Swamp Area of Critical State Concern. Levels of review for Communication Towers in Residential districts will not change, remaining "C3" conditional uses. Agricultural/Residential Rural, for purposes of Communication Towers, is not considered residential.

The Florida Department of Commerce requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection. Therefore, this request will be reviewed by the state prior to becoming effective. Staff believes that this amendment will have no impact on the Critical Area since it does not change the effect of the current code.

Consistency with the Comprehensive Plan & Land Development Code

The request is consistent with the Comprehensive Plan and the Land Development Code. Comprehensive Plan Policy 2.125-D allows communication facilities in all future land use districts, subject to LDC guidelines.

Comments from Other Agencies: This text amendment was reviewed by members of the Development Review Committee without further comment.

Draft Ordinance: Under separate attachment

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-25, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 205, USE TABLE FOR STANDARD LAND USE DISTRICTS, TO LOWER THE LEVEL OF REVIEW FOR COMMUNICATION TOWERS IN NON-RESIDENTIAL DISTRICTS; CHAPTER 3, SECTION 303, CRITERIA FOR CONDITIONAL USES, TO MODIFY COMMUNICATION TOWER CONDITIONAL USE STANDARDS; CHAPTER 4, SPECIAL DISTRICTS, TO LOWER THE LEVEL OF REVIEW FOR COMMUNICATION TOWERS IN NON-RESIDENTIAL DISTRICTS; CHAPTER 5, GREEN SWAMP AREA OF CRITICAL STATE CONCERN, TO LOWER THE LEVEL OF REVIEW FOR COMMUNICATION TOWERS IN NON-RESIDENTIAL DISTRICTS; CHAPTER 10, DEFINITIONS, TO PROVIDE GLOSSARY UPDATES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on February 4, 2026; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code shall modify conditional use standards and levels of review for Communication Towers; and

WHEREAS, the Board of County Commissioners held two public hearings on March 3, 2026, and March 17, 2026 wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public

hearings, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

> *NOTE:* The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The Board hereby finds and determines that:

a) The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted.

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on February 4, 2026, to consider the LDC text amendments contained within Application LDCT-2025-25 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-25.

c) The adoption of LDCT-2025-25 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 2, Section 205, Use Tables for Standard Land Use Districts, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 205 Use Tables for Standard Land Use Districts (Revised 5/1/18 - Ord. 18-025)
The permitted and conditional uses for the standard land use districts are prescribed in Table 2.1. Additional review levels may be required as specified in Section 903.

…

	CE	LCC	NAC	CAC	RAC	TCC	HIC	BPC-1	BPC-2	IND	PM	L/R
Communication Towers, Guyed and Lattice				C3	C3		C3	C3	C2	C2	C2	
Communication Tower, Monopole	C2	~~C3~~ C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	~~C3~~ C2

…

SECTION 3: Chapter 3, Section 303, Criteria for Conditional Uses, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 303 - Criteria for Conditional Uses

The following land uses are conditional uses and are arranged in alphabetical order for presentation purposes.

…

Communication Towers (Revised 2/5/19 – Ord. 19-008; 5/20/09 – Ord. 09-023; 1/30/03 Ord. 03-12; 7/29/02 - Ord. 02-52, Rev. 08/18/12 – Ord. 12-028) (7-6-2021-ORD 21-038)

~~Except as specifically provided in this Section, these provisions shall apply throughout the unincorporated limits of Polk County and no communication tower or antenna shall be permitted except in compliance with these provisions.~~

~~1. This Section shall not apply to the following:~~

~~a. Communication towers that are constructed and antennas that are installed at a height below the height limitations specified in Table 2.2 for the land use designation in which the communication tower or antenna is located;~~

~~b. Any communication tower or antenna that is placed in response to an emergency as declared by Polk County, the State of Florida or any other agency with the authority to declare an emergency (this exemption shall apply only for the duration of the emergency and for such period of time following the emergency as is reasonably necessary to remove the tower or antenna);~~

~~c. Any communication tower or antenna that is operated solely by an amateur radio operator licensed by the FCC;~~

~~d. Communication towers not exceeding 130 feet in height and located on a specific site for no more than 30 days in any 365_day period; and,~~

~~e. Antennas placed on alternative support structures and antennas placed on communication towers which do not add to the height of the communication tower.~~

~~f. Communication towers not greater than 30 feet above the district height and on utility tracts. Setback requirements shall apply as identified in 7a. of Communication Towers.~~

~~2. Communication towers may not be located within one mile of any active private or public airstrip unless a variance pursuant to Section 930 has been granted by the Land Use Hearing Officer. Additionally, communication towers over 50 feet in height may not be located within the Military Compatibility Zone except in compliance with Section 642 of this LDC.~~

~~3. General guidelines and requirements shall include the following:~~

~~a. Communication towers and antennas, including their equipment buildings and other supporting equipment, may be considered both principal uses and accessory uses such that, notwithstanding the provisions of this Section, the existence or non-existence of a principal use~~

~~or structure on a lot or parcel shall not preclude the installation of an antenna or communication tower. For the purposes of applying set back, lot coverage, buffering and other applicable development regulations, the entire lot or parcel on which a communication tower or antenna is located shall be treated as the lot, even if the communication tower or antenna is located on a leased parcel within such lot or parcel. Communication towers and their antenna, with the exception of their equipment buildings and other accessory structures, are exempt from the height regulations required by their land use district.~~

~~b. Aesthetics and lighting shall conform to the following:~~

~~i. With the exception of concrete communication towers, all communication towers shall have either a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness.~~

~~ii. To the extent possible, communication towers and their support facilities shall be designed with materials, colors, textures, screening, and landscaping that will blend the communication tower with its surrounding environment.~~

~~iii. Communication towers shall not be artificially lighted unless required by the FAA or any other authority with jurisdiction. If lighting is required, strobe lighting shall be utilized during daylight hours only and red lighting shall be utilized at night unless another form of lighting is required by the FAA or any other authority with jurisdiction.~~

~~c. Notwithstanding anything herein to the contrary, all communication towers shall meet all applicable requirements of the FAA, the FCC, and any other agency of the federal government with the authority to regulate telecommunication facilities.~~

~~d. New communication towers and antennas, as well as modifications to existing towers, including height additions and additions of antennas, shall be designed in accordance with the Standard Building Code and all other applicable state and local construction Codes. Construction plans shall be signed and sealed by an engineer licensed to practice in the State of Florida.~~

~~e. Each application for the construction of a new communication tower shall include the tower manufacturer's product specifications indicating that the tower will satisfy all standards imposed by the American National Standards Institute (ANSI). Applications for modifications to existing communication towers shall include a certification as to the structural integrity of the structure, including the structure's foundation, prepared by an engineer licensed to practice in the State of Florida. Upon completion of a communication tower or a modification to an existing tower, a signed and sealed statement by an engineer licensed to practice in the State of Florida certifying that the structure has been constructed in accordance with the engineered design and all applicable state and local construction Codes shall be submitted as a condition of final approval or issuance of Certificate of Occupancy.~~

~~f. No communication tower shall be approved unless the application for the structure includes a certification that no antennas to be placed on the structure will cause significant interference~~

~~with a public safety system or with the usual and customary transmission or reception of radio, television and other customary services enjoyed by adjacent residential and non-residential properties.~~

~~g. No commercial signage or advertising shall be placed on communication towers. However, signs pertaining to trespassing may be posted on communication towers and emergency phone numbers shall be posted in a conspicuous location on the security fencing required.~~

~~h. Communication towers shall be enclosed by security fencing not less than six feet in height. Access to communication towers shall be through a lockable gate.~~

~~i. Subject to Section 120 of this Code, all communication towers legally existing on the effective date of this Code may continue in use regardless of whether or not such structures would be authorized under the provisions of this Section. Notwithstanding Section 120, antennas may be co-located on non-conforming communication towers and non-conforming communication towers which have been damaged or destroyed beyond 50 percent may be repaired or replaced.~~

~~j. Abandoned communication towers shall be removed within 30 days of abandonment. The owner of an abandoned tower, as well as the owner of the real property upon which the tower is situated, shall be jointly and severally responsible for its removal. A communication tower shall be considered abandoned if no licensed operator has had an antenna in use on the structure for a period of 365 consecutive days.~~

~~k. No communication tower shall be approved unless a lease or other contract exists between the tower applicant and a telecommunication service provider for placement of an antenna on the tower upon approval and construction of the tower. An affidavit that a lease or contract exists may be either submitted in lieu of either lease or contract.~~

~~l. All communication towers erected as of the effective date of this Code shall provide for co-location in conformance with this Section. No new communication tower shall be approved unless the applicant demonstrates that no existing structure is available or sufficient to accommodate the applicant's proposed antenna. Evidence of any of the following shall be sufficient to demonstrate that no existing structure is available or sufficient to accommodate the applicant's proposed antenna:~~

~~i. No existing structures are located within the applicant's search ring.~~

~~ii. Existing structures are of insufficient height to meet the applicant's engineering requirements.~~

~~iii. Existing structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment.~~

~~iv. The applicant's proposed antenna would cause electromagnetic interference with antennas on existing structures, or antennas on existing structures would cause interference with the applicant's proposed antenna.~~

v. The fees, costs or other contractual provisions required by the owner of an existing structure for co-location or the engineering costs to adapt an existing structure for co-location are unreasonable. Fees and costs which exceed the costs to design and construct a new communication tower shall be presumed to be unreasonable.

vi. Other factors exist that render existing structures unsuitable.

m. The visual impacts of communication towers on nearby viewers shall be mitigated to the extent reasonably possible. At a minimum, a row of trees at least six feet tall at planting shall be planted around the perimeter of the fence to the property and a continuous hedge at least 30 inches high at planting and capable of growing to at least 36 inches in height within 18 months shall be planted in front of the tree line referenced, together providing for an opacity at planting of 60 percent and achieving 100 percent opacity within two years of planting. The required opacity shall be achieved to a height of six feet. All landscaping shall be of an evergreen variety (non-deciduous), except that existing native vegetation shall be preserved if sufficient to meet opacity requirements. The required landscaping shall be located on the outside of the fence to the property. Landscaping requirements may be waived for those sides of a communication tower that are adjacent to undevelopable property or that are not otherwise visible from off-site.

n. An Impact Assessment Statement, as required Section 910 of this Code, shall not be required of communication towers conforming to the requirements of this Section.

o. All applications for communication towers to be located in the Green Swamp Area of Critical State Concern shall be accompanied by a Green Swamp Impact Assessment Statement, pursuant to Section 503.

p. Each owner or operator of a communication tower located in unincorporated Polk County shall submit an annual report to the Land Development Division on forms to be provided by the Land Development Division or other form containing the same information that may be required by any other regulatory agency no later than January 31 of each year. The annual report shall contain the following information:

i. The name of the owner and operator of the communication tower;

ii. The name of the owner of the site upon which the communication tower is located;

iii. The names of all service providers with antennas on the communication tower;

iv. The current height of the communication tower;

v. An affidavit indicating non-abandonment of the communication tower; and,

vi. Such other information as indicated on the form provided by the Land Development Division.

4. In addition to those towers indicated in the Use Tables [tables 2.1, 4.1, 4.3, 4.8, 4.11, 4.14, 4.15, 5. 2] as requiring a Level 2 Review, the following also shall be approved through a Level 2 Review:

a. Communication towers which exceed district height limitations but do not exceed 65 feet in height. Those located in the Military Compatibility Zone exceeding 50 feet in height may be permitted with a Level 2 Review if granted a variance by the Lad Use Hearing Officer per Section 930 and 931 of this Code;

b. Camouflaged structures;

c. Communication towers being modified or rebuilt to accommodate the co-location of additional antennas shall be reviewed as a Level 2 Review provided that:

i. The modified or rebuilt tower, including the added antenna, is no more than 20 feet taller than the original tower;

ii. The modified or rebuilt tower is relocated to a location no more than 50 feet from the original tower and no closer to any off-site residential structure or residential Future Land Use Map designation than the original tower;

iii. Any prior Conditional Use Permit or Planned Unit Development approval, if any, for the original tower does not contain a condition prohibiting relocation of or addition to the structure; and,

iv. The original tower is removed from the site upon completion of the replacement tower in those cases where the original tower is being rebuilt rather than modified.

5. Communication towers proposed in Planned Development's shall require a Level 3 Review through the Planned Development approval process prior to construction of the tower.

6. Any new tower proposed within the setbacks required by this Section shall be treated as a Level 3 Review prior to construction.

7. The following setback requirements shall apply to all communication towers constructed subsequent to the effective date of this Code:

a. Communication towers shall be set back a distance equal to one times (1x) the height of the communication tower from any off-site residential Future Land Use designation or the property line of any off-site residential structure. Setbacks shall be measured from the base of the communication tower. For the purposes of this provision, the Land Use designation of Agriculture/Residential Rural (A/RR) shall not be considered a residential Future Land Use designation. The setback may be reduced by 50 percent if the off-site residential structure is non-conforming with the Land Use Designation or if there is an intervening conforming structure of a non-residential nature.

b. Setbacks from off-site non-residential structures and off-site non-residential Land Use

designations shall be governed by minimum district setback requirements.

c. Setbacks for communication towers located in Planned Developments shall be established during the Planned Development review and approval process. For communication towers proposed in existing Planned Developments, a Major Modification shall be required to determine placement and setbacks.

d. Setbacks for guy wires, equipment buildings and other facilities supporting communication towers shall satisfy minimum district setback requirements rather than the setback requirements for communication towers.

8. Applicants for Level 2 and Level 3 Reviews shall apply to the Land Development Division and shall provide the information set forth in this Section. Applicants for Level 2 Review shall submit 12 sets and Level 3 Review shall submit 17 sets of the following:

a. A 24" X 36" and 8.5" X 11" scaled site plan, including two elevations. The site plan shall be signed and sealed by an appropriate licensed professional and shall meet the following specifications:

i. Each page shall be numbered.

ii. Lettering shall be a minimum 3/32" in height.

iii. A north arrow and legend shall be included on each sheet of the site plan.

iv. The scale shall be 1"= 60' or larger.

v. Topographic contours shall be shown at one foot intervals based on Mean Sea Level datum.

vi. The location and dimensions of all existing and proposed structures and uses on the site, including driveways, fences and parking areas, shall be indicated, as well as the setbacks of existing and proposed structures from adjacent properties and road rights-of-way. Setbacks from road rights-of way shall be measured from right-of-way centerlines.

vii. The geodetic coordinates of the proposed communication tower shall be indicated.

viii. The name, location, and width of all roads adjacent to or on the site, whether existing or platted, shall be indicated. The location and width of all easements adjacent to or on the site shall also be indicated.

ix. Wetlands and water bodies located within a distance from the proposed communication tower equal to two times the height of the proposed tower shall be indicated. All communication towers and supporting facilities shall be located at minimum of 50 feet from any wetlands identified. If any wetlands are located within this distance and on the site, a wetlands survey signed and sealed by a registered Professional Surveyor and Mapper shall

~~be included.~~

~~x. Floodplain management information and flood zones shall be delineated if the site is located within a flood plain.~~

~~xi. The date of preparation of the site plan, as well as any revisions, and the name of the person who prepared the plan shall be indicated.~~

~~b. A landscape plan reflecting proposed buffering meeting the requirements of this Section or Section 720, whichever is greater.~~

~~c. A certified property boundary survey.~~

~~d. A map indicating the Future Land Use designations, as well as actual uses, of property within a distance from the proposed communication tower equal to the height of the proposed tower.~~

~~e. A map depicting all structures within the applicant's search ring equal to or greater than 75 percent of the height represented by the applicant as being required for its proposed tower, along with an affidavit indicating whether or not such structures are available or sufficient to accommodate the applicant's proposed antenna.~~

~~f. An affidavit certifying that all requirements of the Joint Airport Zoning Board have been satisfied and indicating the status of any FAA applications for the proposed tower.~~

~~g. Such other information as the Land Development Division reasonably deems necessary to adequately review the application.~~

~~h. The Planning Commission may consider the following items for granting the C3 approval.~~

~~i. The standards in Section 910A.1-4, the compatibility standards for the Impact Assessment Statement;~~

~~ii. Setbacks to residential uses;~~

~~iii. Alternative land use districts available for the tower in the search ring;~~

~~iv. Site issues, including parcel size, location on the parcel, natural buffers and access; and~~

~~v. Evidence such as photo simulation or other visual analysis that the proposed site is sited and designed to minimize any negative visual impacts on adjacent properties.~~

Except as specifically provided in this Section, these provisions shall apply, and no communication tower or antenna shall be permitted except in compliance with these provisions.

1. This Section shall not apply to the following:

a. Communication towers that are constructed and antennas that are installed at a height below the height limitations specified in Table 2.2 for the land use designation in which the communication tower or antenna is located;

b. Any communication tower or antenna that is placed in response to an emergency as declared by Polk County, the State of Florida or any other agency with the authority to declare an emergency (this exemption shall apply only for the duration of the emergency and for such period of time following the emergency as is reasonably necessary to remove the tower or antenna);

c. Any communication tower or antenna that is operated solely by an amateur radio operator licensed by the FCC;

d. Communication towers not exceeding 130 feet in height and located on a specific site for no more than 30 days in any 365-day period; and,

e. Antennas placed on alternative support structures and antennas placed on communication towers which do not add to the height of the communication tower.

f. Communication towers not greater than 30 feet above the district height and on utility tracts. Setback requirements shall apply as identified in 7a. of Communication Towers.

2. Communication towers may not be located within one mile of any active private or public airstrip unless a variance pursuant to Section 930 has been granted by the Land Use Hearing Officer. Additionally, communication towers over 50 feet in height may not be located within the Military Compatibility Zone except in compliance with Section 642 of this LDC.

3. General guidelines and requirements shall include the following:

a. Communication towers and their antenna, except for their equipment buildings and other accessory structures, are exempt from the height regulations required by their land use district.

b. Aesthetics and lighting shall conform to the following:

i. Except for concrete communication towers, all communication towers shall have either a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness.

ii. To the extent possible, communication towers and their support facilities shall be designed with materials, colors, textures, screening, and landscaping that will blend the communication tower with its surrounding environment.

iii. Communication towers shall not be artificially lit unless required by the FAA or any other authority with jurisdiction. If lighting is required, strobe lighting shall be utilized during daylight hours only and red lighting shall be utilized at night unless another form of lighting is required by the FAA or any other authority with jurisdiction.

c. Notwithstanding anything herein to the contrary, all communication towers shall meet all applicable requirements of the FAA, the FCC, and any other agency of the federal government with the authority to regulate telecommunication facilities.

d. Each application for the construction of a new communication tower shall include the tower manufacturer's product specifications indicating that the tower will satisfy all standards imposed by the American National Standards Institute (ANSI). Applications for modifications to existing communication towers shall include a certification as to the structural integrity of the structure, including the foundation of the structure, prepared by an engineer licensed to practice in the State of Florida.

e. No communication tower shall be approved unless the application for the structure includes a certification that no antennas to be placed on the structure will cause significant interference with a public safety system or with the usual and customary transmission or reception of radio, television and other customary services enjoyed by adjacent residential and non-residential properties.

f. No commercial signage or advertising shall be placed on communication towers. However, signs pertaining to trespassing may be posted on communication towers and emergency phone numbers shall be posted in a conspicuous location on the security fencing required.

g. Communication towers shall be enclosed by security fencing not less than six feet in height. Access to communication towers shall be through a lockable gate.

h. Abandoned communication towers shall be removed within 30 days of abandonment. The owner of an abandoned tower, as well as the owner of the real property upon which the tower is situated, shall be jointly and severally responsible for its removal. A communication tower shall be considered abandoned if no licensed operator has had an antenna in use on the structure for a period of 365 consecutive days.

i. The visual impacts of communication towers on nearby viewers shall be mitigated by a row of trees at least six feet tall at planting and planted around the perimeter of the fence to the property with a continuous hedge at least 30 inches high at planting and capable of growing to at least 36 inches in height within 18 months. The opacity at planting shall be 60 percent and achieve 100 percent opacity within two years of planting. The required opacity shall be achieved to a height of six feet. All landscaping shall be of an evergreen variety (non-deciduous), except that existing native vegetation shall be preserved if sufficient to meet opacity requirements. The required landscaping shall be located on the outside of the fence to the property. Landscaping requirements may be waived pursuant to Section 932 for those sides of a communication tower that are adjacent to undevelopable property or that are not otherwise visible from off-site.

j. An Impact Assessment Statement, as required Section 910 of this Code, shall not be required of communication towers conforming to the requirements of this Section.

k. All applications for communication towers to be located within the Green Swamp Area of Critical State Concern shall be accompanied by a Green Swamp Impact Assessment Statement.

l. In all future land use districts, communication towers being modified or rebuilt to accommodate the co-location of additional antennas shall be reviewed as a Level 2 Review provided that:

i. The modified or rebuilt tower, including the added antenna, is no more than 20 feet taller than the original tower;

ii. The modified or rebuilt tower is relocated to a location no more than 50 feet from the original tower and no closer to any off-site residential structure or residential Future Land Use Map designation than the original tower;

iii. Any prior Conditional Use Permit or Planned Unit Development approval, if any, for the original tower does not contain a condition prohibiting relocation of or addition to the structure; and,

iv. The original tower is removed from the site upon completion of the replacement tower in those cases where the original tower is being rebuilt rather than modified.

4. For the purposes of applying setbacks, lot coverage, buffering and other applicable development regulations, the entire lot or parcel on which a communication tower or antenna is located shall be treated as the lot, even if the communication tower or antenna is located on a leased parcel within such lot or parcel. Any new tower proposed within the setbacks required by this Section shall be treated as a Level 3 Review prior to construction:

a. Communication towers shall be set back a distance equal to one times (1x) the height of the communication tower from any off-site residential Future Land Use designation or the property line of any off-site residential structure. Setbacks shall be measured from the base of the communication tower. For the purposes of this provision, the Land Use designation of Agriculture/Residential Rural (A/RR) shall not be considered a residential Future Land Use designation. The setback may be reduced by 50 percent if the off-site residential structure is non-conforming with the Land Use Designation or if there is an intervening conforming structure of a non-residential nature.

b. Setbacks from off-site non-residential structures and off-site non-residential Land Use designations shall be governed by minimum district setback requirements.

c. Setbacks for guy wires, equipment buildings, and other facilities supporting communication towers shall satisfy minimum district setback requirements rather than the setback requirements for communication towers.

5. Mobile communication towers necessary for providing continuing services while an existing tower is being repaired or replaced may be permitted through a Level 1 Review for a period of up to one year but shall be removed upon completion of the permanent tower. The mobile

communication tower does not have to be placed on the parcel or lot on which the existing tower is located, but authorization from the landowner (s) on which it is to be located shall be submitted with the Level 1 Review request. The Land Development Director or designee may extend the one-year time limit through a subsequent Level 1 Review.

…

SECTION 4: Chapter 4, Special Districts, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

…

Table 4.1c Use Table for Interstate 4 Selected Area Plan Land Use District

	LCCX	TCCX	CACX	BPC-1X	BPC-2X	IACX	INST X	MUX
Communication Towers, Guyed and Lattice			C3	C3	C2	C2	C2	C2
Communication Towers, Monopole	~~C3~~ C2	C2	~~C3~~ C2	C2	C2	C2	C2	C2

…

Table 4.3 Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan

	NACX	CACX	RACX	ECX	MUX	BPC-1X	BPC-2X	INDX	INST 1X	INST 2X
Communication Towers, Guyed and Lattice		C3	C3	C3	C3	C3	C2	C2	C2	C2
Communication Tower, Monopole	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2

…

Section 401.03.01 Use Table for U.S. 27 Selected Area Plan

Table 4.8 Use Table for U.S. 27 Selected Area Plan Land Use District (For revision history, please see last row of table. Newer ordinances appear after the table.)

Green Swamp ACSC Districts Outlined in shaded in grey	TCX	RACX	PIX	OCX	RHX	RMX	RL-1X	RL-2X	RL-3X	RL-4X	INSTX	NACX	TCX	RACX	PIX	NACX	RHX	RMX	RL-1X	RL-2X	RL-3X	RL-4X	L/RX
Communication Towers, Guyed and Lattice		C3		C3	C3	C3	C3	C3	C3	C3	C2		C3	C3	C3		C3	C3	C3	C3	C3	C3	C3
Communication Towers, Monopole	C3	~~C3~~ C2	~~C3~~ C2	C2	C3	C3	C3	C3	C3	C3	C2	C2	C3	~~C3~~ C2	~~C3~~ C2	C2	C3	C3	C3	C3	C3	C3	~~C3~~ C2

…

Table 4.12Allowable Uses for US Highway 98 SAP

	ECX	CEX	LCCX	NACX	BPC-1X	BPC-2X	INDX	L/RX	INST-1X
Communication Towers, Guyed and Lattice					C3	C2	C2		C2
Communication Tower, Monopole	~~C3~~ C2	~~C3~~ C2	~~C3~~ C2	C2	C2	C2	C2	~~C3~~ C2	C2

…

Table 4.16 Use Table for Standard Land Use Districts

	CE X	LCC X	NAC X	CAC X	RAC X	TCC X	BPC 1X	BPC 2X	IND X	PI X	L/R X	EC X	INST X
Communication Towers, Guyed and Lattice				C3	C3		C3	C3	C2				C2
Communication Tower, Monopole	C2	~~C3~~ C2	C2	C2	C2	C2	C2	C2	C2	C2	~~C3~~ C2	~~C3~~ C2	C2

…

Table 401.08.01 Use Table for SE Polk SAP

	Village Centers and Village Center Cores								Outside the Village Centers (Scenic Highway overrides)						
	A/RRX	CE X	LCC X	NAC X	TCC X	L/RX	INST1 X	INST2X	A/RRX	RCCX	CE X	TCCX	BPC-1X	BPC-2X	L/R X
Communication Towers, Guyed and Lattice	C3						C2	C2	C3				C3	C2	
Communication Towers, Monopole	C2	C2	~~C3~~ C2	C2	C2	~~C3~~ C2	C2	C2	C2	~~C3~~ C2	~~C3~~ C2	C2	C2	C2	~~C3~~ C2

…

Table 4: Wahneta Neighborhood Plan - Use Table (Allowable Uses and Districts)

	A/ RRX	RS X	RL-1X	RL-2X	RL-3X	RL-4X	RMX	CEX	LCCX	NACX
Communication Tower, Monopole	C2	C3	C3	C3	C3	C3	C3	C2	~~C3~~ C2	C2

…

SECTION 5: Chapter 5, Green Swamp Area of Critical State Concern, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 502 - Standards for Land Use Districts in the Green Swamp ACSC

…

Table 5.2 Use Table for Green Swamp ACSC

	Polk City Special Protection Area				Rural Special Protection Area				
	CEX	LCCX	L/RX	ROSX	PRE SVX	L/RX	A/RRX	CORE	CEX
Communication Towers, Guyed & Lattice				C3	C3		C2	C2	
Communication Towers, Monopole	C2	~~C3~~ C2	~~C3~~ C2	C3	C3	~~C3~~ C2	C2	C2	C2

…

SECTION 6: Chapter 10, Definitions, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

…

COMMUNICATION TOWER: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including lattice towers, guyed towers and monopole towers. The term includes, without exclusion, radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers and camouflaged towers. The term does not include structures which are utilized solely by amateur radio operators licensed by the FCC. For the purposes of applying the height thresholds and setback requirements of this Section, antennas which add to the height of a communication tower shall be considered a part of the communication tower. Communication towers are further classified as Monopole, Lattice, and Guyed Towers. (See: MONOPOLE TOWER, LATTICE TOWER, GUYED TOWER)

COMMUNICATION TOWER, MOBILE: Self-sufficient and transportable communication towers and base stations which contain transmitters, antennas, and often power generators, commonly used to provide cellular service for special events, emergencies, and temporary service when an existing tower or antenna is being repaired or replaced. These include but are not limited to Cell on Wheels (COW) and Cell on Light Truck (COLT) mobile stations.

SECTION 7: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY,

FLORIDA this 17th day of March 2026.

LDCT-2025-25 - Communication Towers

Menu Reports Help

Application Name: Communication Towers

File Date: 12/20/2025

Application Type: BOCC-LDC Text Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: Communication Towers (LDC Text Amendment to modify standards and level of review for communication towers)

Application Detail: Detail

Address: 330 W CHURCH ST, BARTOW, FL 33830

Parcel No: 253006393000000172

Owner Name: POLK COUNTY

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Polk County		Applicant	Mailing, 330 W Church ...	Active
Polk County		Engineer	Mailing, 330 W Church ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $850.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **LD_PUBL_HEAR**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
Government Project

Variance Type
–

Brownfields Request
–

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
0

DRC Meeting
01/29/2026

DRC Meeting Time
11:00 AM

Rescheduled DRC Meeting
–

Rescheduled DRC Meeting Time
–

Number of Units
–

Green Swamp
No

Is this Polk County Utilities

Case File Number
–

FS 119 Status
Non-Exempt

One Year Extension
–

ADVERTISING

Legal Advertising Date
–

BOCC1 Advertising Date
–

BOCC2 Advertising Date
–

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
–

Planning Commission Date
02/04/2026

BOA Hearing Date
–

1st BOCC Date
03/03/2026

2nd BOCC Date
03/17/2026

HEARING

PC Hearing Results
–

PC Vote Tally
–

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List

Open

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC25-00000-01GT2	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
No	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	01/05/2026	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Approve	01/23/2026	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	01/05/2026	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	01/05/2026	Kim Turner
Planning Review	Ivan Nance	Approve	01/05/2026	Ivan Nance
School Board Review	School District	Not Required	01/05/2026	School District
Review Consolidation	Lyndsay Rathke	Approved for...	01/26/2026	Lyndsay Rathke
Staff Report				
Public Notice				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Pursuant to Resolution No. 2022-089, the following individuals are requested to be recognized as experts for land use cases presented under expedited hearing procedures:

- Benjamin A. Dunn, CPM – Director, Office of Planning and Development
- Benjamin J. Ziskal, AICP, CEcD – Director, Land Development Division
- Chanda Bennett, AICP, CPM – Comprehensive Planning Administrator
- Erik Peterson, AICP – Planning Administrator
- Mark Bennett, AICP, FRA-RA, CNU-A - Senior Planner
- Ian Nance – Senior Planner
- Robert Bolton – Planner III
- Johnathan Sims – Planner II
- Aleya Inglima - Planner II
- Andrew Grohowski - Planner II
- Kyle Rogus - Planner I

Ivan (Ian) A. Nance

(863) 534-7621
ivannance@polk-county.net

Skills Summary

- Outgoing, creative, and independent individual with excellent communication, time management, networking, budgeting, and writing skills.

- Strong computer skills including familiarity with Microsoft Office, Outlook, PowerPoint, Adobe Reader, and social media programs.

- Ability to use a variety of sources to conduct qualitative and quantitative research and present findings in a clear, concise format.

Employment History & Accomplishments

Polk County Board of County Commissioners (BoCC) **December 2017 – Present**

Principal Planner – Land Development

- Planning Commission Coordinator
    - Assign Planning Commission and BoCC cases to Land Development planners and track progress.
    - Write and present amendments and ordinances to Polk County's Land Development Code (LDC) and Comprehensive Plan.
    - Conduct analysis of development applications and write staff reports to support the findings.
    - Create slideshows and present cases before BoCC, Planning Commission, and Land Use Hearing Officer.
- Development Review Committee (DRC) Chair
    - Review Pre-Application Requests and provide written response.
    - Serve as liaison for Planning during face-to-face DRC meetings and follow-up with citizens as necessary.
- Site Plan Review
    - Review engineered site plans for compliance with the Comprehensive Plan and LDC.
    - Conduct research for non-conforming use determinations and land use verification letters.

Freelance Writer **February 2012 – Present**

- Published in the *Lakeland Ledger, Orlando Sentinel*, *Florida Game & Fish*, *Lakelander*, *Florida Sportsman*, and *Petersen's Hunting*.

ADEPT Community Services **February 2010 – December 2017**

Support Coordinator/Team Leader

- Coordinated service providers for developmentally disabled Medicaid Waiver Consumers. Created service budgets, request, and justify services through written Support Plans, and maintain consumer files. Serve as advocate for consumers.

- Supervised 4-5 other coordinators. Worked closely with Supervisor on Quality Assurance, Billing, and Human Resources objectives. Visited with consumers and their families to discuss goals and issues with service.

Polk County School Board **October 2008 – February 2010**

Substitute Teacher

Supplemental Instructional Services, Inc **July 2007 - July 2008**
District Coordinator

- Launched company's program in Polk County. Recruited, interviewed, trained, and managed a team of 12 tutors over 8 elementary schools.
- Marketed company and enrolled families at provider fairs.
- Wrote Service-Learning Plans as a contract between parents, company, and School Board for establishing academic goals and benchmarks for achievement.
- Created and delivered monthly invoices to Polk County School Board for company's service and maintained legal documents including leasing information, progress reports, and attendance information.

Polk County School Board **January 2004 - April 2006**
Substitute Teacher

Mulberry Corporation **May - August 1999, 1998**
Administrative Assistant

Education

Master's Degree in Public Administration, 2006
University of Central Florida
Orlando, FL

B.A. Degree in Political Science, 2003
University of Florida
Gainesville, FL

Agenda Item N.2. 3/3/2026

SUBJECT

PUBLIC HEARING (LDCT-2025-26 Car Washes) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to consolidate the number of car wash uses. (No Fiscal Impact)

DESCRIPTION

This is a County-initiated request for an LDC text amendment to Chapter 2, Section 205, Use Table for Standard Land Use Districts, to consolidate the number of car wash uses; Section 206, Accessory Uses, to add Accessory Car Washes; Chapter 3, Section 303, Criteria for Conditional Uses, to modify car wash conditional use standards; Chapter 4, Special Districts, Use Tables, to consolidate the number of car wash uses; Chapter 7, Section 708, Parking Space Requirements, to adjust the parking requirements for Car Washes; Chapter 10, Definitions, to provide new definitions. State law requires one Planning Commission hearing, which was held on February 4, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the first of the two hearings.

RECOMMENDATION

After the second reading on March 17, 2026:

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance, Principal Planner
Land Development Division
(863) 534-7621

ivannance@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	January 29, 2026	**Level of Review:**	Level 4 Review
PC Date:	February 4, 2026	**Type:**	LDC Text Amendment
BoCC Date:	March 3, 2026 March 17, 2026	**Case Numbers:**	LDCT-2025-26
		Case Name:	Car Washes
Applicant:	Polk County	**Case Planner:**	Ian Nance/Owen Davis

Request:	A County-initiated LDC Text Amendment to multiple sections of the Code to consolidate car wash uses in the Use Tables, Conditional Use Criteria, and glossary. This will adopt "Car Wash" as the sole primary use and "Accessory Car Washes" as an accessory use.
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7-0

Among the changes to Section 205, Use Table:

- Removing reference to "Full-Service Car Wash" to be replaced with "Car Wash." Eliminating "Incidental" and "Self-Service" Car Washes from Use Table.

Among the changes to Section 206, Accessory Uses:

- Adding LDC Section 206.S for Accessory Car Wash Facilities and standards.

Among the changes to Section 303, Criteria for Conditional Uses:

- Removing reference to "Full-Service Car Wash" to be replaced with "Car Wash."

- Eliminating "Incidental" and "Self-Service" Car Washes.

Among the Changes to Chapter 4, Special Districts:

- Ronald Reagan SAP – Removing reference to "Full-Service Car Wash" to be replaced with "Car Wash." Eliminating "Incidental" and "Self-Service" Car Washes.

- US 27 SAP – Removing reference to "Full-Service Car Wash" to be replaced with "Car Wash." Eliminating "Incidental Car Washes."

- US 98 SAP - Removing reference to "Full-Service Car Wash" to be replaced with "Car Wash." Eliminating "Incidental Car Washes."

- North Ridge SAP – Removing reference to "Full-Service Car Wash" to be replaced with "Car Wash." Eliminating "Incidental Car Washes."

- Brewster SAP - Removing reference to "Full-Service Car Wash" to be replaced with "Car Wash." Eliminating "Incidental" and "Self-Service" Car Washes.

- Southeast Polk SAP - Removing reference to "Full-Service Car Wash" to be replaced with "Car Wash." Eliminating "Incidental" and "Self-Service" Car Washes.

- Grenelefe Utility Enclave Area - Removing reference to "Full-Service Car Wash" to be replaced with "Car Wash." Eliminating "Incidental Car Washes."

- Wahneta Neighborhood Plan - Removing reference to "Full-Service Car Wash" to be replaced with "Car Wash." Eliminating "Incidental" and "Self-Service" Car Washes.

Among the Changes to Chapter 7, Section 708, Parking Space Requirements:

- Removing reference to "Full-Service Car Wash" to be replaced with "Car Wash." Eliminating "Incidental" and "Self-Service" Car Washes.

Among the Changes to Chapter 10, Definitions:

- Removing reference to "Full-Service Car Wash" to be replaced with "Car Wash" and providing a new definition. Eliminating "Incidental" and "Self-Service" Car Washes. Adding definition for "Accessory Car Wash."

Summary:

The Land Development Code has three definitions for car washes that are categorized within the Code as primary uses: Full-Service; Self-Service; and Incidental. Incidental Car Washes are those that are usually associated with gas stations. Self-Service facilities are those that provide a stall and pressure cleaner in which the owner of the vehicle washes the vehicle. Full-Service models are defined as being automated with the driver leaving the vehicle as it is being washed.

This last definition is out-of-date with modern car wash facilities that allow drivers to remain in the vehicle and often have self-service bays. Most will have at least a few crew members to help with the automatic wash while providing other vehicle detailing services.

This amendment essentially moves Incidental Car Washes into the Accessory Uses section of the LDC and removes it from the Use Tables. In effect, if a gas station is allowed in a future land use district, the accessory car wash will be as well, if the conditions can be met. The Use Tables will no longer guide where these are allowed.

This amendment will eliminate the terms Full-Service and Self-Service Car Washes from the definitions, Use Tables, and Conditional Use Criteria in the Code. These will be combined simply under "Car Washes" and provided a new definition.

The overall purpose of this amendment is to streamline the Code as it relates to this use and prevent confusion with applicants whose car washes might not meet current definitions. There will be few changes aside from semantics – the conditional use criteria for all three were the same throughout most of the County, and they are not being amended, though a reference to standards for Drive-Thru Facilities is being added. This has been a requirement for automated car washes that was not directly addressed in the conditional use standards. This amendment is not adding full-service or self-service car washes where they were previously not allowed, except in the Southeast Polk SAP where self-service facilities were allowed but full-service facilities were not (Rural Cluster Centers). With this amendment Car Washes will be conditionally allowed here.

Next, no car washes are currently allowed as primary uses in the Green Swamp Area of Critical State Concern Use Table, aside from those allowable in an overlapping SAP; however, with this amendment, gas stations in the Polk City Special Protection Area (SPA) could have an accessory car wash in a handful of Future Land Use districts, if the proposed conditions for approval are met. This would also be true for gas stations in the Rural SPA and Commercial Enclave future land use districts. Ultimately, the Florida Department of Environmental Protection (FDEP) is the regulatory agency that permits and oversees car washes.

Finally, the Use Table in the North Ridge SAP erroneously allows Full Service and Incidental Car Washes in the Residential Medium (RMX) future land use district. This is contrary to what the Comprehensive Plan and LDC allows in residential districts, and this amendment will correct this mistake

Relevant Sections, Policies, and/or Regulations to Consider:

LDC Table 2.1 Use Table
LDC Section 206 Accessory Uses
LDC Section 303 Conditional Use Criteria
LDC Chapter 4 Special Districts Use Tables
LDC Chapter 7, Section 708, Parking Space Requirements
LDC Chapter 10 Definitions

Findings of Fact

- *A County-initiated LDC Text Amendment to multiple sections of the Code to consolidate car wash uses in the Use Tables, Conditional Use Criteria, and glossary. This will adopt "Car Wash" as the sole primary use and "Accessory Car Washes" as an accessory use.*

- *LDC Chapter 10 defines CAR WASH, FULL SERVICE as, "any facility providing complete car washing and cleaning services. Car washing is generally automatic, with the driver leaving the car during the washing procedure. Waxing and detailing may also be provided."*

- *LDC Chapter 10 defines CAR WASH, INCIDENTAL as, "any automated car wash which is incidental to the sale of fuel and characterized by an automatic wash which requires the*

driver to remain in the vehicle during operation. The facility may be an attached or a free-standing structure."

- *LDC Chapter 10 defines CAR WASH, SELF SERVICE as, "any facility providing stalls with water, soap, wax, or other materials for cleaning vehicles by individuals."*

- *LDC Section 303 requires the following standards for all car wash facilities:*

  1. *The minimum distance to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the residential property and either the stacking lane, car washing enclosure, or detailing area, whichever is closer. All car wash activities shall be screened from off-site residential view.*

  2. *Land use activities containing scar washes located adjacent to residentially designated properties shall, at a minimum, provide a landscaped buffer equal to a Type C buffer (see Section 720) between the entire property and adjacent residential areas.*

  3. *All car wash operations shall be required to connect to public or community sanitary sewer, a Car Wash Recycle System, or similar wastewater treatment system approved by the Florida Department of Environmental Protection or other applicable regulatory agency.*

  4. *All car wash operations shall be required to connect re-use water where and when it is available.*

- *The Florida Department of Environmental Protection (FDEP) is the regulatory agency that permits and oversees car washes. Rule 62-660.803, F.A.C. authorizes a general permit for any person constructing or operating a car wash treatment, disposal, and recycled system with an effective date of 12/24/1996.*

- *LDC Section 912 allows any property owner, BoCC, or agency to apply to the Department to amend the text of this Code, the text of the Comprehensive Plan, or the Future Land Use Map Series (FLUMS) in compliance with procedures prescribed by the Department.*

- *This application has been reviewed for consistency with applicable Comprehensive Plan and LDC policies.*

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **Approval of LDCT-2025-26.**

Analysis:

In recent years, car washes have proliferated throughout Polk County, especially near higher-density residential areas. Newer facilities are highly efficient with their water consumption, often

considered to be more so than individuals washing their vehicles at home. Modern technologies encourage the reuse of rinse and wastewater generated by car washes. These recycling systems are good for the environment as they are designed to catch run-off from seeping into pervious areas and will conserve water. Business owners also save money by reusing water rather than using clean municipal water for each customer.

As these benefits have been realized, newer facilities have been built in the County and are generally popular with customers. Many operate with a membership service while some provide a limited retail component. Most automated washes quickly pull vehicles through the wash while drivers remain inside. Oftentimes, the driver is directed to a detailing area to clean the insides of the vehicles, either by themselves or with assistance from a crew.

What is occurring at these facilities is not accurately captured by LDC definitions. The Code already has three definitions for Car Washes, and staff has found no need to add a fourth, rather to simplify the definitions to "Car Wash" as a primary use, and "Accessory Car Wash" for those commonly associated with gas stations and convenience stores. This is part of an ongoing effort to update the LDC and make it more user-friendly.

Benefit-cost Analysis of the Amendment

Who does it help?

This amendment helps applicants understand what they are applying for when proposing a car wash facility in Polk County.

Who does it hurt?

No harm is anticipated with this request. This is a task of editing uses within the Code. Levels of review will remain the same, as will conditions of approval.

What is the cost?

No real costs are anticipated with this request. This is a task of editing uses within the Code. Levels of review will remain the same, as will conditions of approval.

Limits of the Proposed Ordinance

This amendment applies to non-residential parcels within the unincorporated areas of the County that allow Car Washes. This includes the Green Swamp Area of Critical State Concern. The US 27 and North Ridge SAPs currently allow Incidental Car Washes within land use districts located in the ACSC. No car wash uses are currenly allowed in the Chapter 5 Use Table; however, with this amendment, gas stations in the Polk City Special Protection Area (SPA) could have an accessory car wash in a handful of Future Land Use districts, if the proposed conditions for approval are met. This would also be true for gas stations in the Rural SPA and Commercial Enclave future land use districts. Ultimately, the Florida Department of Environmental Protection (FDEP) is the regulatory agency that permits and oversees car washes.

The Department of Commerce requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection. Therefore, this request will be reviewed by the state prior to becoming effective.

Consistency with the Comprehensive Plan & Land Development Code

The request is consistent with the Comprehensive Plan and the Land Development Code. The Comprehensive Plan and LDC allow for car washes in most commercial future land use districts, as well as in Business Park and Industrial districts in certain Selected Area Plans (SAPs).

Comments from Other Agencies: This text amendment was reviewed by members of the Development Review Committee without further comment.

Draft Ordinance: Under separate attachment

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-26, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 205, USE TABLE FOR STANDARD LAND USE DISTRICTS, TO CONSOLIDATE THE NUMBER OF CAR WASH USES; SECTION 206, ACCESSORY USES, TO ADD ACCESSORY CAR WASHES; CHAPTER 3, SECTION 303, CRITERIA FOR CONDITIONAL USES, TO MODIFY CAR WASH CONDITIONAL USE STANDARDS; CHAPTER 4, SPECIAL DISTRICTS, USE TABLES, TO CONSOLIDATE THE NUMBER OF CAR WASH USES; CHAPTER 7, SECTION 708, PARKING SPACE REQUIREMENTS, TO ADJUST THE PARKING REQUIREMENTS FOR CAR WASHES; CHAPTER 10, DEFINITIONS, TO PROVIDE NEW DEFINITIONS FOR CAR WASHES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on February 4, 2026; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code shall consolidate car wash uses; and

WHEREAS, the Board of County Commissioners held two public hearings on March 3, 2026, and March 17, 2026, wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk

County, Florida that:

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The Board hereby finds and determines that:

a) The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted.

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on February 4, 2026, to consider the LDC text amendments contained within Application LDCT-2025-26 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-26.

c) The adoption of LDCT-2025-26 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 2, Table 2.1, Use Tables for Standard Land Use Districts, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 205 - Use Tables for Standard Land Use Districts

…

Table 2.1 Use Table for Standard Land Use Districts

	RCC	CC	CE	LCC	NAC	CAC	RAC	OC	TCC	HIC	BPC -1	BPC -2	IND	PM
Car Wash~~, Full Service~~				C2		P	P		P					
~~Car Wash, Incidental~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~P~~	~~P~~		~~P~~					
~~Car Wash, Self Service~~				~~C2~~		~~P~~	~~P~~		~~P~~					

…

SECTION 3: Chapter 2, Section 206, Accessory Uses, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 206 – Accessory Uses

Accessory uses are permitted in conjunction with the primary use in all land use districts. Accessory uses are those land uses that are incidental and subordinate to the primary use of the property (see table 2.1 for a list of primary land uses allowed per district). Specific requirements pertaining to the determination of what is incidental and subordinate for certain types of accessory uses are listed in the section and sections to follow in this chapter. All accessory uses contained herein, and any other not included shall comply with Section 209.

…

S. Accessory Car Wash Facilities

Accessory car wash facilities are those typically associated with gas stations and convenience stores and may be permitted in conjunction with these uses, subject to a Level 2 Review. In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

1. The minimum distance from an accessory car wash facility to any residentially designated property shall be 50 feet measured at the narrowest point between the

property line of the residential property and either the stacking lane, car washing enclosure, or detailing area, whichever is closer. All car wash activities shall be screened from off-site residential view.

2. Land use activities containing an accessory car wash and located adjacent to residentially designated properties shall, at a minimum, provide a landscaped buffer equal to a Type "C" buffer between the entire property and adjacent residential areas.

3. All car wash operations shall be required to connect to public or community sanitary sewer, a Car Wash Recycle System, or similar wastewater treatment system approved by the Florida Department of Environmental Protection or other applicable regulatory agency.

4. All car wash operations shall be required to connect re-use water where and when it is available.

5. All car washes with Drive-Thru Facilities shall abide by the standards found in Section 206.T

…

SECTION 4: Chapter 3, Section 303, Conditional Uses, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

…

Car Wash~~, Full Service~~ (Revised 05/21/19 – Ord. 19-032)

In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

1. The minimum distance from a ~~full service~~ car wash facility to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the residential property and either the stacking lane, car washing enclosure, or detailing area, whichever is closer. All car wash activities shall be screened from off-site residential view.

2. Land use activities~~,~~ containing a ~~full service~~ car wash~~,~~ and located adjacent to residentially designated properties shall, at a minimum, provide a landscaped buffer equal to a Type C buffer (see Section 720) between the entire property and adjacent residential areas.

3. All car wash operations shall be required to connect to public or community sanitary sewer, a Car Wash Recycle System, or similar wastewater treatment system approved by the Florida Department of Environmental Protection or other applicable regulatory agency.

~~***Car Wash, Incidental (Revised 05/21/19 – Ord. 19-032)***~~

~~In addition to the applicable district regulations in Table 2.2, the following standards shall apply:~~

1. The minimum distance from an incidental car wash facility to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the residential property and either the stacking lane, car washing enclosure, or detailing area, whichever is closer. All car wash activities shall be screened from off-site residential view.

2. Land use activities, containing an incidental car wash, located adjacent to residentially designated properties shall, at a minimum, provide a landscaped buffer equal to a Type C buffer (see Section 720) between the entire property and adjacent residential areas.

3. All car wash operations shall be required to connect to public or community sanitary sewer, a Car Wash Recycle System, or similar wastewater treatment system approved by the Florida Department of Environmental Protection or other applicable regulatory agency.

4. All car wash operations shall be required to connect re-use water where and when it is available.

Car Wash, Self-Service(Revised 05/21/19 – Ord. 19-032)

In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

1. The minimum distance from a self-service car wash facility to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the residential property and either the stacking lane, car washing enclosure, or detailing area, whichever is closer. All car wash activities shall be screened from off-site residential view.

2. Land use activities, containing self-service car wash, located adjacent to residentially designated properties shall, at a minimum, provide a landscaped buffer equal to a Type C buffer (see Section 720) between the entire property and adjacent residential areas.

3. All car wash operations shall be required to connect to public or community sanitary sewer , a Car Wash Recycle System, or similar wastewater treatment system approved by the Florida Department of Environmental Protection or other applicable regulatory agency.

4. All car wash operations shall be required to connect re-use water where and when it is available.

…

SECTION 5: Chapter 4, Special Districts, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 401.02 – Ronald Reagan Parkway Plan District

…

Table 4.3 Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan

	CCX	NACX	TCX	CACX	RACX	OCX	ECX	MUX	BPC-1X	BPC-2X	INDX	INST 1X	INST 2X
Car Wash~~, Full Service~~				P	P			C2					
~~Car Wash, Incidental~~	~~C2~~	~~C2~~		~~P~~	~~P~~			~~C2~~					
~~Car Wash, Self Service~~				~~P~~	~~P~~			~~C2~~					

…

Section 401.03 - North US 27 Selected Area Plan

…

Section 401.03.01 Use Table for U.S. 27 Selected Area Plan

Green Swamp ACSC Districts Outlined in shaded in grey	TCX	RACX	PIX	OCX	RHX	NACX	TCX	RACX	PIX	NACX
Car Wash~~, Full Service~~						C2	C2	C2		C2
~~Car Wash, Incidental~~	~~C2~~	~~C2~~				~~C2~~	~~C2~~	~~C2~~		~~C2~~

…

Section 401.04 - US 98 Selected Area Plan

…

Table 4.12 Allowable Uses for US Highway 98 SAP

	ECX	CEX	LCCX	NACX	OCX	TCX	BPC-1X	BPC-2X	INDX
Car Wash~~, Full Service and Self Service~~	C2		C2	C2			C2	C2	C2
~~Car Wash, Incidental~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~		~~C2~~	~~C2~~	~~C2~~	~~C2~~

…

Section 401.06 The North Ridge Selected Area Plan

…

Table 4.16 Use Table for Standard Land Use Districts

	RMX	RHX	CCX	CEX	LCCX	NACX	CACX	RACX	TCCX	PIX	L/RX	ECX
Car Wash~~, Full Service~~	~~C2~~									C3		C2
~~Car Wash, Incidental~~	~~C2~~		~~C2~~			~~C2~~	~~P~~	~~P~~	~~P~~	~~C2~~		~~C2~~

…

E. Modified Special Use Requirements

…

3. Conditional Uses - In addition to Chapter 3, the following conditions shall apply within the North Ridge SAP:

…

e. ~~Carwash (Incidental)~~ Car Wash establishments within the ECX district of the North Ridge SAP are considered to be retail/commercial uses and shall not exceed the 30 percent limit of such retail/commercial uses allowed throughout the ECX district. A higher percentage of the limited 30 percent of retail and commercial uses shall only be permitted through a ~~Planned Development~~ Level 3 Conditional Use. ~~Incidental Carwash~~ Car Wash establishments shall adhere to conditional use development criteria expressed for ~~Incidental Carwashes~~ Car Washes in Section 303, Criteria for Conditional Uses, of the Land Development Code and shall have direct frontage along US Highway 27.

…

401.07 Table 1 - Use Table for Brewster Selected Area Plan Land Use Districts

LAND USE	A/RRX	TCCX	PMX	L/RX	ROSX	PRESVX
Car Wash~~, Full Service~~		P				
~~Car Wash, Incidental~~		~~P~~				
~~Car Wash Self Service~~		~~P~~				

…

Section 401.08 Southeast Polk Selected Area Plan

…

Table 401.08.01 Use Table for SE Polk SAP

	Village Centers and Village Center Cores									Outside the Village Centers (Scenic Highway overrides)						
	RCC X	CC X	CE X	LCC X	NAC X	TCC X	BPC-1 X	BPC-2 X	IND X	RCC X	CC X	CE X	TCC X	BPC -1 X	BPC-2 X	IND X
Car Wash~~, Full Service~~	C2		C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2
~~Car Wash, Incidental~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~
~~Car Wash, Self Service~~	~~C2~~			~~C2~~		~~C2~~	~~C2~~	~~C2~~		~~C2~~			~~C2~~	~~C2~~	~~C2~~	~~C2~~

…

K. Conditional Uses:

…

8. ~~Carwash Full Service: Carwash full service~~ Car Wash facilities are allowed as part of the retail cap in those land use districts where retail is allowed (BPC-1X, BPC-2X, INDX, OCX, L/RX).

~~9. Carwash Incidental: Carwash incidental facilities are allowed as part of the retail cap in those land use districts where retail is allowed (BPC-1X, BPC-2X, INDX, OCX, L/RX).~~

~~10. Carwash Self-Service: Carwash self-service facilities are allowed with the following conditions:~~

~~a. Within the Village and VC-Core, self-service carwashes shall be limited to three bays;~~

~~b. Hours of operations shall be restricted to 7:00 am to 10 pm; and~~

~~c. The service shall be allowed as part of the retail cap in those land use districts where retail is allowed (BPC-1X, BPC-2X, INDX, OCX, L/RX).~~

~~11.~~ 9. Community Centers: When adjacent to properties used or designated for residential, the use must have a Type B Buffer and a six-foot high opaque fence between the properties from the line of the front façade of the building to the rear of the property.

…

Section 402 - Development of Regional Impact and Pre-Development of Regional Impact, and Utility Enclave Areas

…

F. Grenelefe Utility Enclave Area (UEA)

…

Table 4.25 Use Table

Table 4.25 Use Table (Revised 11/21/17 - Ord. 17-066)							
	NACX	RLX	RMX	RHX	TCCX	DRI	PRESVX
Car Wash~~, Full Service~~	C2						
~~Car Wash, Incidental~~	~~C2~~						

…

Section 403.01 Wahneta Neighborhood Plan

…

Table 4: Wahneta Neighborhood Plan - Use Table (Allowable Uses and Districts)

	CCX	CEX	LCCX	NACX	OCX	BPC-1X	BPC-2X
Car Wash~~, Full Service~~		C2	C2	C2			
~~Car Wash, Incidental~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~			
~~Car Wash, Self-Service~~		~~C2~~	~~C2~~	~~C2~~			

…

SECTION 6: Chapter 7, Section 708, Parking Space Requirements, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 708 - Parking Space Requirements

…

Table 7.10 Minimum Off-Street Parking Requirements (For revision history, see last row in table. Newer ordinances appear at the end of the table)	
Land Use	**Minimum Off Street Spaces**
Car wash~~, Full Service~~	1 space per employee, minimum 5 spaces
~~Car wash, Self Service~~	~~2 spaces per stall~~
~~Carwash, Incidental~~	~~At least 2 spaces (40 feet) for stacking~~

…

SECTION 7: Chapter 10, Definitions, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

…

CAR WASH~~, FULL SERVICE~~: ~~Any facility providing complete car washing and cleaning services. Car washing is generally automatic, with the driver leaving the car during the washing procedure. Waxing and detailing may also be provided.~~ An establishment engaged in the business of washing domestic vehicles with self-service, automated, and/or staffed facilities.

CAR WASH, ACCESSORY: Any automated car wash facility that is incidental and accessory to the primary use onsite. The facility may be an attached or free-standing structure.

~~**CAR WASH, INCIDENTAL**: Any automated car wash which is incidental to the sale of fuel, and characterized by an automatic wash which requires the driver to remain in the vehicle during operation. The facility may be an attached or a free standing structure.~~

~~**CAR WASH, SELF SERVICE**: Any facility providing stalls with water, soap, wax, or other materials for cleaning vehicles by individuals.~~

…

SECTION 8: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 9: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 17th day of March 2026.

LDCT-2025-26 - Car Washes

Menu Reports Help

Application Name: Car Washes

File Date: 12/20/2025

Application Type: BOCC-LDC Text Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: Car Washes (LDC Text Amendment to consolidate Car Wash definitions)

Application Detail: Detail

Address: 330 W CHURCH ST, BARTOW, FL 33830

Parcel No: 253006393000000172

Owner Name: POLK COUNTY

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
POLK COUNTY		Applicant	Mailing, 330 W Church ...	Active
POLK COUNTY		Engineer	Mailing, 330 W Church ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $850.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **LD_PUBL_HEAR**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
Government Project

Variance Type
–

Brownfields Request
–

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
0

DRC Meeting
01/29/2026

DRC Meeting Time
11:05 AM

Rescheduled DRC Meeting
–

Rescheduled DRC Meeting Time
–

Number of Units
–

Green Swamp
No

Is this Polk County Utilities

Case File Number
–

FS 119 Status
Non-Exempt

One Year Extension
–

ADVERTISING

Legal Advertising Date
–

BOCC1 Advertising Date
–

BOCC2 Advertising Date
–

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
–

Planning Commission Date
02/04/2026

BOA Hearing Date
–

1st BOCC Date
03/03/2026

2nd BOCC Date
03/17/2026

HEARING

PC Hearing Results
–

PC Vote Tally
–

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List

Open

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC25-00000-01GT3	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
No	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	01/05/2026	Lyndsay Rathke
Engineering Review				
Surveying Review	Noelle S Colaianni	Approve	01/13/2026	Noelle S Colaianni
Roads and Drainage Review	Phil Irven	Approve	01/05/2026	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	01/05/2026	Kim Turner
Planning Review	Ivan Nance	Approve	01/05/2026	Ivan Nance
School Board Review	School District	Not Required	01/06/2026	School District
Review Consolidation	Lyndsay Rathke	Approved for...	01/14/2026	Lyndsay Rathke
Staff Report				
Public Notice				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Pursuant to Resolution No. 2022-089, the following individuals are requested to be recognized as experts for land use cases presented under expedited hearing procedures:

- Benjamin A. Dunn, CPM – Director, Office of Planning and Development
- Benjamin J. Ziskal, AICP, CEcD – Director, Land Development Division
- Chanda Bennett, AICP, CPM – Comprehensive Planning Administrator
- Erik Peterson, AICP – Planning Administrator
- Mark Bennett, AICP, FRA-RA, CNU-A - Senior Planner
- Ian Nance – Senior Planner
- Robert Bolton – Planner III
- Johnathan Sims – Planner II
- Aleya Inglima - Planner II
- Andrew Grohowski - Planner II
- Kyle Rogus - Planner I

Ivan (Ian) A. Nance

(863) 534-7621
ivannance@polk-county.net

Skills Summary

- Outgoing, creative, and independent individual with excellent communication, time management, networking, budgeting, and writing skills.

- Strong computer skills including familiarity with Microsoft Office, Outlook, PowerPoint, Adobe Reader, and social media programs.

- Ability to use a variety of sources to conduct qualitative and quantitative research and present findings in a clear, concise format.

Employment History & Accomplishments

Polk County Board of County Commissioners (BoCC) **December 2017 – Present**

Principal Planner – Land Development

- Planning Commission Coordinator
    - Assign Planning Commission and BoCC cases to Land Development planners and track progress.
    - Write and present amendments and ordinances to Polk County's Land Development Code (LDC) and Comprehensive Plan.
    - Conduct analysis of development applications and write staff reports to support the findings.
    - Create slideshows and present cases before BoCC, Planning Commission, and Land Use Hearing Officer.
- Development Review Committee (DRC) Chair
    - Review Pre-Application Requests and provide written response.
    - Serve as liaison for Planning during face-to-face DRC meetings and follow-up with citizens as necessary.
- Site Plan Review
    - Review engineered site plans for compliance with the Comprehensive Plan and LDC.
    - Conduct research for non-conforming use determinations and land use verification letters.

Freelance Writer **February 2012 – Present**

- Published in the *Lakeland Ledger, Orlando Sentinel*, *Florida Game & Fish*, *Lakelander*, *Florida Sportsman*, and *Petersen's Hunting*.

ADEPT Community Services **February 2010 – December 2017**

Support Coordinator/Team Leader

- Coordinated service providers for developmentally disabled Medicaid Waiver Consumers. Created service budgets, request, and justify services through written Support Plans, and maintain consumer files. Serve as advocate for consumers.

- Supervised 4-5 other coordinators. Worked closely with Supervisor on Quality Assurance, Billing, and Human Resources objectives. Visited with consumers and their families to discuss goals and issues with service.

Polk County School Board **October 2008 – February 2010**

Substitute Teacher

Supplemental Instructional Services, Inc **July 2007 - July 2008**
District Coordinator

- Launched company's program in Polk County. Recruited, interviewed, trained, and managed a team of 12 tutors over 8 elementary schools.
- Marketed company and enrolled families at provider fairs.
- Wrote Service-Learning Plans as a contract between parents, company, and School Board for establishing academic goals and benchmarks for achievement.
- Created and delivered monthly invoices to Polk County School Board for company's service and maintained legal documents including leasing information, progress reports, and attendance information.

Polk County School Board **January 2004 - April 2006**
Substitute Teacher

Mulberry Corporation **May - August 1999, 1998**
Administrative Assistant

Education

Master's Degree in Public Administration, 2006
University of Central Florida
Orlando, FL

B.A. Degree in Political Science, 2003
University of Florida
Gainesville, FL

Agenda Item N.3. 3/3/2026

SUBJECT

PUBLIC HEARING (LDCT-2025-27 Drive-Thru Facilities) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to clarify standards pertaining to drive-thru facilities. No Fiscal Impact.

DESCRIPTION

This is a County-initiated request for an LDC text amendment to modify Chapter 2 Section 205, Use Table, to remove Drive-thru Financial Institutions; Chapter 2, Section 206, Accessory Uses, to add Drive-Thru Facilities; Chapter 3, Section 303, Criteria for Conditional Uses, to modify standards pertaining to Drive-Thru uses; Chapter 4, Special Districts, Use Tables, to modify standards pertaining to Drive-Thru uses and remove Drive-thru Financial Institutions; Chapter 5, Green Swamp Area of Critical State Concern, to modify standards pertaining to Drive-Thru uses and remove Drive-thru Financial Institutions; Chapter 7, Section 708, Parking Space Requirements, to modify standards pertaining to Drive-Thru uses; Chapter 10, Definitions, to modify glossary. State law requires one Planning Commission hearing, which was held on February 4, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the first of the two hearings.

RECOMMENDATION

After the second reading on March 17, 2026:

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance, Principal Planner

Land Development Division
(863) 534-7621
ivannance@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	January 29, 2026	**Level of Review:**	Level 4 Review
PC Date:	February 4, 2026	**Type:**	LDC Text Amendment
BoCC Date:	March 3, 2026 March 17, 2026	**Case Numbers:**	LDCT-2025-27
		Case Name:	Drive-Thru Facilities
Applicant:	Polk County	**Case Planner:**	Ian Nance

Request:	A County-initiated LDC Text Amendment to multiple sections of the Code to move Drive-Thru Facilities to Section 206, Accessory Uses; Remove Drive-Thru Financial Institutions from the Code; and provide definitions for Drive-Thru Bypass Lane and Drive-Thru Facilities.
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7-0

Among the changes to Section 205, Use Table:

- Remove "Drive-Thru Financial Institutions" from the Use Table.

Among the changes to Section 206, Accessory Use:

- Add Section 206.T "Drive-Thru Facilities" as an accessory use and provide conditions.

Among the changes to Section 303, Criteria for Conditional Uses:

- Remove "Drive-Thru Financial Institutions" from the Use Table.
- Incorporate language from "Drive-Thru Facilities" regarding stacking and bypass lanes into "Drive-Thru Restaurant" criteria.

Among the Changes to Chapter 4, Special Districts:

- I-4 Selected Area Plan (SAP) – Remove "Drive-Thru Financial Institutions" from the Use Table.
- Ronald Reagan SAP – Remove "Drive-Thru Financial Institutions" from the Use Table.
- US 27 SAP – Remove "Drive-Thru Financial Institutions" from the Use Table.
- US 98 SAP - Remove "Drive-Thru Financial Institutions" from the Use Table and Conditional Use requirements.

- SR 559 SAP - Remove "Drive-Thru Financial Institutions" from the Use Table and Conditional Use requirements.

- North Ridge SAP – Remove "Drive-Thru Financial Institutions" from the Use Table and Conditional Use requirements.

- Brewster SAP - Remove "Drive-Thru Financial Institutions" from the Use Table.

- Southeast Polk SAP - Remove "Drive-Thru Financial Institutions" from the Use Table and Conditional Use requirements.

- Grenelefe Utility Enclave Area - Remove "Drive-Thru Financial Institutions" from the Use Table.

- Wahneta Neighborhood Plan - Remove "Drive-Thru Financial Institutions" from the Use Table.

Among the Changes to Chapter 5, Green Swamp ACSC:

- Remove "Drive-Thru Financial Institutions" from the Use Table.

Among the Changes to Chapter 7 Parking Space Requirements:

- Remove "Drive-Thru Financial Institutions" from the Table 7/10.

Among the Changes to Chapter 10, Definitions:

- Adding definition for "Drive-Thru Bypass Lane."

- Adding definition for 'Drive-Thru Facility"

Summary:

Land Development Code (LDC) policies for Drive-Thru Facilities and related uses are confusing to staff and applicants. For example, numerous applicants for drive-thru restaurant facilities in recent years have submitted site plans to the Development Review Committee (DRC) based on LDC Section 303 criteria for Drive-Thru Restaurants not realizing they also needed to meet criteria in Section 303 for Drive-Thru Facilities, a use that is regarded by that section as a primary use but is not listed in any Use Table. The chief issue here is that the restaurant's criteria do not explicitly require a 10-foot bypass lane that the Drive-Thru Facilities standards mandate, so site designers are often caught off-guard when reviewers inform them that this extra lane is needed, and a revision to the site plan is necessary. This becomes problematic when space onsite is limited.

This amendment will add the bypass lane language into the conditional use standards for Drive-Thru Restaurants to avoid future confusion. Drive-Thru Facilities will be migrated from Section 303 and into Section 206 for Accessory Uses, where it rightly belongs. It will then be in effect for

any business that uses a drive-thru including pharmacies and banks. With this amendment, too, Drive-Thru Financial Institutions will be removed from the LDC. No standards exist in the LDC for banks, whether there is a drive-thru or not, and the levels of review for Financial Institutions and Drive-Thru Institutions are mostly identical. Staff will consider the merit of a future text amendment for providing standards for banks, or whether they should be incorporated into another use such as Office.

The result of this amendment is to properly assign drive-thru facilities within the correct section of the LDC, while providing easier guidance to applicants and staff when designing and reviewing drive-thru restaurants.

Relevant Sections, Policies, and/or Regulations to Consider:

LDC Table 2.1 Use Table
LDC Section 206 Accessory Uses
LDC Section 303 Conditional Use Criteria
LDC Chapter 4 Special Districts Use Tables
LDC Chapter 5 Green Swamp Area of Critical State Concern
LDC Section 708 Parking Space Requirements
LDC Chapter 10 Definitions

Findings of Fact

- *A County-initiated LDC Text Amendment to multiple sections of the Code to move Drive-Thru Facilities to LDC Section 206, Accessory Uses; Remove Drive-Thru Financial Institutions from the Code; and provide definitions for Drive-Thru Bypass Lane and Drive-Thru Facilities.*

- *"Drive-Thru Facility" is not defined in the LDC or Comprehensive Plan.*

- *LDC Chapter 10 defines FINANCIAL INSTITUTION, DRIVE-THRU as, "Institutions engaged in banking operations as defined in FINANCIAL INSTITUTION, but with the additional incorporation of an automobile drive up (or through) banking window (or windows), drive through teller or lanes, or a drive up automobile accessible Automatic Teller Machine (ATM), or any combination thereof. A Financial Institution drive through may or may not incorporate extended or weekend hours but typically generates considerable additional impacts on surrounding land uses due to the increased amount of automotive traffic using the facility."*

- *LDC Chapter 10 defines RESTAURANT, DRIVE-THRU/DRIVE-IN as, "An establishment whose principal business is the sale of food and beverages in a ready to consume state for consumption either on or off-site, and which includes a drive-through or drive up window, where the patron does not have to leave their automobile to purchase said food items."*

- *LDC Section 912 allows any property owner, BoCC, or agency to apply to the Department to amend the text of this Code, the text of the Comprehensive Plan, or the Future Land Use Map Series (FLUMS) in compliance with procedures prescribed by the Department.*

- *This application has been reviewed for consistency with applicable Comprehensive Plan and LDC policies.*

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **Approval of LDCT-2025-27.**

Analysis:

Drive-thru facilities are accessory structures to banks, pharmacies, liquor stores, dry cleaners, car washes, and restaurants. These are a convenience designed primarily to deliver goods and services to customers in a timely manner while people remain in their vehicles. The development guidelines for these facilities have been incorrectly located within LDC Section 303 where the County provides conditional use criteria for primary uses. Drive-thru facilities are not listed within any Use Table.

When applicants review a Use Table for Drive-Thru Restaurants, they refer to Section 303 for the standards and design a site plan without realizing that the conditions for Drive-Thru Facilities also apply. One key difference between the standards is the provision of a bypass lane, which is lacking under the list of criteria for restaurants. A bypass lane is required for safety purposes, enabling quick exits for emergencies, and are distinct from the main ordering lane.

Without receiving guidance from staff and when dealing with a constrained site, if each standard has not been accounted for, it causes a costly re-design of the site plan. The remedy proposed here is to add the bypass lane language to Drive-Thru Restaurant criteria. Drive-Thru Facilities will then be moved to Accessory Uses. While drive-thrus are accessory, with some restaurants – including smaller coffee and ice cream shops – it is the feature. These are often intense uses, generating more traffic than a traditional sit-down restaurant. As such, Drive-Thru Restaurants will remain listed as a primary use in the LDC.

Staff is, however, eliminating Drive-Thru Financial Institutions from the LDC with this amendment as the first step in a larger review of how the Code applies to banks, offices, and other professional establishments. In the case of banks, their traffic has declined in recent years as people have adopted the use of digital deposits and transfers. The use of cash has declined, and ATMs, which require little labor, efficiently provide money to those who want it. Besides this, aside from a couple of SAPs, the LDC has no conditional use criteria to review for any Financial Institution, and the levels of review within the Use Tables for those with and without a drive-thru are practically the same. This move will streamline the LDC, and any banks that want a drive-thru in the future will follow the accessory drive-thru standards.

In summary, this amendment is intended to better organize drive-thru uses and their conditions in the LDC.

Benefit-cost Analysis of the Amendment

Who does it help?

This amendment will aid staff and applicants in knowing which standards apply for drive-thru uses, especially restaurants that had previously had to abide by two sets of standards within the Code.

Who does it hurt?

No harm is anticipated, though the possibility remains that a bank or other use wanting a drive-thru might not refer to Section 206 for standards prior to designing a site. However, the County makes available multiple opportunities to have site plans and applications reviewed prior to a Level 2 Review submission, including Pre-Application hearing with DRC, consultations with Planner on Call, and Pre-Design Meetings with multiple County staff members.

What is the cost?

Staff finds there should be no fiscal impacts with this amendment. It is reconfiguring standards already applicable by Code.

Limits of the Proposed Ordinance

This amendment applies to Future Land Use districts which allow restaurants, banks, and other uses that might require a drive-thru facility within the unincorporated areas of the County, including the Green Swamp Area of Critical State Concern.

The Department of Commerce requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection. Therefore, this request will be reviewed by the state prior to becoming effective. Staff believes that this amendment will have no impact on the Critical Area since it does not change the effect of the current code.

Consistency with the Comprehensive Plan & Land Development Code

The request is consistent with the Comprehensive Plan and the Land Development Code. This is reconfiguring standards already applicable in the Code.

Comments from Other Agencies: This text amendment was reviewed by members of the Development Review Committee without further comment.

Draft Ordinance: Under separate attachment .

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-27, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, CHAPTER 2 SECTION 205, USE TABLE, TO REMOVE DRIVE-THRU FINANCIAL INSTITUTIONS; CHAPTER 2, SECTION 206, ACCESSORY USES, TO ADD DRIVE-THRU FACILITIES; CHAPTER 3, SECTION 303, CRITERIA FOR CONDITIONAL USES, TO MODIFY STANDARDS PERTAINING TO DRIVE-THRU USES; CHAPTER 4, SPECIAL DISTRICTS, USE TABLES, TO MODIFY STANDARDS PERTAINING TO DRIVE-THRU USES AND REMOVE DRIVE-THRU FINANCIAL INSTITUTIONS; CHAPTER 5, GREEN SWAMP AREA OF CRITICAL STATE CONCERN, TO REMOVE DRIVE-THRU FINANCIAL INSTITUTIONS. CHAPTER 7, SECTION 708, PARKING SPACE REQUIREMENTS, TO MODIFY STANDARDS PERTAINING TO DRIVE-THRU USES; CHAPTER 10, DEFINITIONS, TO MODIFY GLOSSARY AS NEEDED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on February 4, 2026; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code shall modify drive-thru facilities; and

WHEREAS, the Board of County Commissioners held two public hearings on March 3, 2026, and March 17, 2026, wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The Board hereby finds and determines that:

a) The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted.

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on February 4, 2026, to consider the LDC text amendments contained within Application LDCT-2025-27 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-27.

c) The adoption of LDCT-2025-27 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 2, Table 2.1, Use Tables for Standard Land Use Districts, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 205 - Use Tables for Standard Land Use Districts

…

Table 2.1 Use Table for Standard Land Use Districts

	RCC	CC	CE	LCC	NAC	CAC	RAC	OC	TCC	HIC	BPC-1	BPC-2	IND
~~Financial Institution, Drive Through~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C3~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~

…

SECTION 3: Chapter 2, Section 206, Accessory Uses, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 206 – Accessory Uses

Accessory uses are permitted in conjunction with the primary use in all land use districts. Accessory uses are those land uses that are incidental and subordinate to the primary use of the property (see table 2.1 for a list of primary land uses allowed per district). Specific requirements pertaining to the determination of what is incidental and subordinate for certain types of accessory uses are listed in the section and sections to follow in this chapter. All accessory uses contained herein, and any other not included shall comply with Section 209.

…

T. Drive-Thru Facilities

In addition to the applicable district regulations, these requirements apply to all new developments with a drive-thru facility, the addition of drive-thru facilities to existing developments, and the relocation of a drive-thru facility:

1. Stacking lanes shall comply with the following standards:

   a. Stacking lanes shall be a minimum of 12 feet in width.

b. At least one bypass lane, a minimum of ten feet in width, shall be provided at a drive-thru facility.

c. The minimum distance for stacking lanes as measured from the curb cut to the service window shall be 150 feet for a single stacking lane, or 80 feet per lane when there is more than one stacking lane.

d. Stacking lanes shall be designed so that they do not interfere with parking, pedestrian movements, on-site vehicle circulation, or off-site traffic flow.

e. All stacking lanes shall be clearly identified using striping, landscaping, signs, or other means.

2. The minimum distance from a drive-thru facility to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the residential property and either the stacking lane, service window, or speaker box, whichever is closer. All speaker boxes shall be oriented away from adjoining residential property.

3. Drive-thru facilities located adjacent to residentially designated properties shall be required to provide a landscaped buffer equal to a Type "C" buffer (see Section 720) between all service windows/stacking lanes, and adjacent residential areas.

SECTION 4: Chapter 3, Section 303, Conditional Uses, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

…

~~***Drive-thru Facilities***~~

~~In addition to the applicable district regulations these requirements apply to all new development, the addition of drive-thru facilities to existing developments, and the relocation of a drive-thru facility:~~

~~1. Stacking lanes shall comply with the following standards:~~

~~a. Stacking lanes shall be a minimum of 12 feet in width.~~

~~b. At least one bypass lane, a minimum of ten feet in width, shall be provided at a drive-thru facility.~~

~~c. The minimum distance for stacking lanes as measured from the curb cut to the service window shall be 150 feet for a single stacking lane, or 80 feet per lane when there is more than one stacking lane.~~

~~d. Stacking lanes shall be designed so that they do not interfere with parking, pedestrian movements, on-site vehicle circulation, or off-site traffic flow.~~

~~e. All stacking lanes shall be clearly identified through the use of striping, landscaping, signs, or other means.~~

~~2. The minimum distance from a drive-thru facility to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the residential property and either the stacking lane, service window, or speaker box, whichever is closer. All speaker boxes shall be oriented away from adjoining residential property.~~

~~3. Drive-thru facilities located adjacent to residentially designated properties shall be required to provide a landscaped buffer equal to a Type C buffer (see Section 720) between all service windows/stacking lanes, and adjacent residential areas.~~

…

Restaurant, Drive-thru/Drive-in (Revised 06/08/04 Ord. 03-94)

In addition to all applicable regulations the following standards shall apply:

1. All facilities shall be at a minimum of 15 feet from any side lot line, and a minimum of ten feet from the rear lot line.

2. All drive-thru restaurants shall meet compatibility standards in Section 220. The minimum distance from a drive-thru restaurant facility to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the residential property and either the stacking lane, service window, or speaker box, whichever is closer.

3. All speaker boxes shall be oriented away from adjoining residential property.

4. Restaurant facilities located adjacent to residentially designated properties shall required to provide a landscaped buffer equal to a Type C buffer (see Section 720) between all service windows/stacking lanes~~,~~ and adjacent residential areas.

~~5. All facilities shall have at a minimum 50 feet of road frontage and be located at a minimum on an Urban collector or Rural Major collector road or better unless contained within a planned development with access to an Urban collector or Rural Major collector road or better.~~

5. All facilities shall have at a minimum 50 feet of road frontage and be located on a collector road or better unless it is contained within a master planned development with access to a collector road or better.

6. All on-site garbage collection facilities shall be screened from any adjacent property.

7. Stacking lanes shall comply with the following standards:

a. Stacking lanes shall be a minimum of 12 feet in width.

b. At least one bypass lane, a minimum of ten feet in width, shall be provided at a drive-thru facility. This bypass lane may be incorporated within the setbacks described in Subsection 1 above.

c. The minimum distance for stacking lanes as measured from the curb cut to the service window shall be 150 feet for a single stacking lane, or 80 feet per lane when there is more than one stacking lane.

d. Stacking lanes shall be designed so that they do not interfere with parking, pedestrian movements, on-site vehicle circulation, or off-site traffic flow.

e. All stacking lanes shall be clearly identified using striping, landscaping, signs, or other means.

…

SECTION 5: Chapter 4, Special Districts, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 401.01.01 Use Table for Interstate 4 Selected Area Plan Land Use Districts

…

Table 4.1c Use Table for Interstate 4 Selected Area Plan Land Use District

	LCCX	TCCX	CACX	BPC-1X	BPC-2X	IACX	INST X	MUX	ROSX	PRESV
Financial Institution	C2	P	P	C2	C2	C2		C2		
~~Financial Institution, Drive-thru~~	~~C2~~	~~P~~	~~P~~	~~C2~~	~~C2~~	~~C2~~		~~C2~~		

…

Section 401.02 – Ronald Reagan Parkway Plan District

…

Table 4.3 Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan

	CCX	NACX	TCX	CACX	RACX	OCX	ECX	MUX	BPC-1X	BPC-2X	INDX	INST-1X
Financial Institution	P	P	C2	P	P	C2	C2	C2	C2	C2	C2	C3
~~Financial Institution, Drive Through~~	~~C2~~	~~P~~		~~P~~	~~P~~	~~C3~~		~~C2~~	~~C2~~	~~C2~~	~~C2~~	

…

Section 401.03 - North US 27 Selected Area Plan

…

Section 401.03.01 Use Table for U.S. 27 Selected Area Plan

Green Swamp ACSC Districts Outlined in shaded in grey	TCX	RACX	PIX	OCX	NACX	TCX	RACX	PIX	NACX
Financial Institution	P	P	P	P	P	P	P	P	P
~~Financial Institution, Drive-thru~~	~~P~~	~~P~~	~~P~~	~~C3~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~

…

Section 401.04 - US 98 Selected Area Plan

…

Table 4.12 Allowable Uses for US Highway 98 SAP

	ECX	CEX	LCCX	NACX	OCX	TCX	BPC-1X	BPC-2X	INDX
Financial Institution	P	C2	P	P	C2	C2	C2	C2	C2
~~Financial Institution, Drive Through~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C3~~	~~C3~~	~~C2~~	~~C2~~	~~C2~~

…

E. Conditional Use Requirements

…

~~7.~~ **~~Financial Institutions drive-thru~~** ~~- In addition to all applicable regulations, the following standards shall apply:~~

~~a. The minimum distance from the drive-thru facility to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the residential property and either the stacking lanes, service equipment, or speaker box, whichever is closer;~~

~~b. All speaker boxes shall be oriented away from adjoining residential property;~~

~~c. All drive-thru facilities, including windows and stacking lanes, adjacent to property with a residential use shall be screened with a Type C Buffer; and,~~

~~d. The primary frontage and access shall be on a collector road or better unless contained within a master planned development with access to a collector road or better.~~

…

Section 401.05 State Road 559 Selected Area Plan

…

Table 4.14 Use Table for State Road 559 Selected Area Plan Land Use District

All Land Use Districts in the SR 559 SAP are in the Green Swamp ACSC	BPCX-1	BPCX-2	RL-1X	RL-2X	RL-3X	RL-4X	NACX	LRX	TCCX	PRESVX	INSTX
Financial Institution	C2	C2					P	C2	P		
~~Financial Institution, Drive-thru~~	~~C2~~	~~C2~~					~~P~~		~~P~~		

…

Section 401.06 The North Ridge Selected Area Plan

…

Table 4.16 Use Table for Standard Land Use Districts

	CCX	CEX	LCCX	NACX	CACX	RACX	TCCX	BPC-1X	BPC-2X	INDX	PIX	ECX
Financial Institution	C2	C3	C2	P	P	P	P	C2	C2	C2	C2	P
~~Financial Institution, Drive Through~~	~~C2~~	~~C3~~	~~C2~~	~~P~~	~~P~~	~~P~~	~~P~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~P~~

…

E. Modified Special Use Requirements

…

3. Conditional Uses - In addition to Chapter 3, the following conditions shall apply within the North Ridge SAP:

…

~~h. Financial Institutions drive-thru - In addition to all applicable regulations, the following standards shall apply:~~

~~i. The minimum distance from the drive-thru facility to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the residential property and either the stacking lanes, service equipment, or speaker box, whichever is closer;~~

~~ii. All speaker boxes shall be oriented away from adjoining residential property;~~

~~iii. All drive-thru facilities, including windows and stacking lanes adjacent to property with a residential use shall be screed with a Type C Buffer; and~~

~~iv. The primary frontage and access shall be on a collector road or better unless contained within a master planned development with access to a collector road or better.~~

~~i.~~ h. Gas Station establishments shall conform to Section 303 (Gasoline Sales) of the LDC in addition to the following conditional use development criteria:

…

Section 401.07 The Brewster Selected Area Plan

…

401.07 Table 1 - Use Table for Brewster Selected Area Plan Land Use Districts

LAND USE	A/RRX	TCCX	PMX	L/RX	ROSX	PRESVX
Financial Institution		P				
~~Financial Institution, Drive Through~~		~~C2~~				

…

Section 401.08 Southeast Polk Selected Area Plan

…

Table 401.08.01 Use Table for SE Polk SAP

	Village Center and Village Center Cores									Outside the Village Centers					
	RCC X	CC X	CE X	LCC X	NAC X	OC X	TCC X	BPC-1 X	BPC-2 X	RCC X	CC X	CE X	TCC X	BPC-1 X	BPC-2 X
Financial Institution	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2
~~Financial Institution,~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~
~~Drive-Thru~~															

…

K. Conditional Uses:

…

~~21. Financial Institutions Drive-thru: The following standards shall apply:~~

~~a. All drive-thru facilities, including windows and stacking lanes adjacent to property with a residential use shall be screened with a Type C Buffer; and~~

~~b. The primary frontage and access shall be on a collector or arterial road unless contained within a master planned development with access to a collector or arterial road.~~

~~22.~~ 21. Funeral Homes & Related Facilities: When adjacent to residential, a crematorium shall be setback at least 100 feet from the property line; additionally, an opaque fence at least six feet in height shall be installed as part of the landscape buffer along the boundary with the residential use or designation.

…

Section 402 - Development of Regional Impact and Pre-Development of Regional Impact, and Utility Enclave Areas

…

F. Grenelefe Utility Enclave Area (UEA)

…

Table 4.25 Use Table

Table 4.25 Use Table (Revised 11/21/17 - Ord. 17-066)							
	NACX	**RLX**	**RMX**	**RHX**	**TCCX**	**DRI**	**PRESVX**
Financial Institution	C2						
~~Financial Institution, Drive Thru~~	~~C2~~						

…

Section 403.01 Wahneta Neighborhood Plan

…

Table 4: Wahneta Neighborhood Plan - Use Table (Allowable Uses and Districts)

	CCX	**CEX**	**LCCX**	**NACX**	**OCX**	**BPC-1X**	**BPC-2X**	**INDX**
Financial Institution	C2	C2	C2	P	P	C2	C2	C2
~~Financial Institution, Drive Through~~	~~C2~~	~~C2~~	~~C2~~	~~P~~	~~P~~	~~C2~~	~~C2~~	~~C2~~

…

SECTION 6: Chapter 5, Green Swamp Area of Critical State Concern, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 502 – Standards for Land Use Districts in the Green Swamp ACSC

…

Table 5.2 Use Table for the Green Swamp ACSC

	Polk City Special Protection Area						**Rural Special Protection Area**				
	CEX	LCCX [1]	BPC-1X	BPC-2X	CCX	OCX	L/RX	A/RRX	CORE	CEX	RSX
Financial Institution	C2	C2	C2	C2	P	C2				C2	
~~Financial Institution, Drive Thru~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C2~~	~~C3~~				~~C2~~	

…

SECTION 7: Chapter 7, Section 708, Parking Space Requirements, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 708 - Parking Space Requirements

…

Table 7.10 Minimum Off-Street Parking Requirements (For revision history, see last row in table. Newer ordinances appear at the end of the table)	
Land Use	**Minimum Off-Street Spaces**
Financial Institution	1 space per 300 sq ft GFA
~~Financial Institution/Drive Thru~~	1 space per 300 sq ft GFA

…

SECTION 8: Chapter 10, Definitions, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

…

DRIVE-THRU BYPASS LANE: An alternative path allowing vehicles to exit the main drive-thru queue, either to leave the premises, reach another part of the lot, or get around a slow order, improving traffic flow and enabling quick exits for emergencies, distinct from the primary lane.

DRIVE-THRU FACILITY: A commercial, service, or retail establishment designed to allow customers to receive products or services while remaining in their vehicles. These facilities typically feature a designated, separated stacking lane for waiting cars, a bypass lane, a service window, or automated machinery.

…

~~FINANCIAL INSTITUTION, DRIVE-THRU: Institutions engaged in banking operations as defined in FINANCIAL INSTITUTION, but with the additional incorporation of an automobile drive up (or through) banking window (or windows), drive through teller or lanes, or a drive up automobile accessible Automatic Teller Machine (ATM), or any combination thereof. A Financial Institution drive through may or may not incorporate extended or weekend hours, but typically generates considerable additional impacts on surrounding land uses due to the increased amount of automotive traffic using the facility.~~

…

SECTION 9: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 10: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 17th day of March 2026.

LDCT-2025-27 - Drive-Thru Facilities

Menu Reports Help

This work order does not have an associated asset(s).

Application Name: Drive-Thru Facilities

File Date: 12/20/2025

Application Type: BOCC-LDC Text Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: Drive-Thru Facilities (LDC Text Amendment to move Drive-Thru Facilities to Accessory Uses)

Application Detail: Detail

Address: 330 W CHURCH ST, BARTOW, FL 33830

Parcel No: 253006393000000172

Owner Name: POLK COUNTY

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
POLK COUNTY		Applicant	Mailing, 330 W Church ...	Active
POLK COUNTY		Engineer	Mailing, 330 W Church ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $850.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **LD_PUBL_HEAR**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
Government Project

Variance Type
–

Brownfields Request
–

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
0

DRC Meeting
01/29/2026

DRC Meeting Time
11:10 AM

Rescheduled DRC Meeting
–

Rescheduled DRC Meeting Time
–

Number of Units
–

Green Swamp
No

Is this Polk County Utilities

Case File Number
–

FS 119 Status
Non-Exempt

One Year Extension
–

ADVERTISING

Legal Advertising Date
–

BOCC1 Advertising Date
–

BOCC2 Advertising Date
–

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
–

Planning Commission Date
02/04/2026

BOA Hearing Date
–

1st BOCC Date
03/03/2026

2nd BOCC Date
03/17/2026

HEARING

PC Hearing Results
–

PC Vote Tally
–

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List

Open

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC25-00000-01GT5	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
No	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	01/05/2026	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Approve	01/23/2026	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	01/06/2026	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	01/06/2026	Kim Turner
Planning Review	Ivan Nance	Approve	01/14/2026	Ivan Nance
School Board Review	School District	Not Required	01/06/2026	School District
Review Consolidation	Lyndsay Rathke	Approved for...	01/26/2026	Lyndsay Rathke
Staff Report				
Public Notice				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Pursuant to Resolution No. 2022-089, the following individuals are requested to be recognized as experts for land use cases presented under expedited hearing procedures:

- Benjamin A. Dunn, CPM – Director, Office of Planning and Development
- Benjamin J. Ziskal, AICP, CEcD – Director, Land Development Division
- Chanda Bennett, AICP, CPM – Comprehensive Planning Administrator
- Erik Peterson, AICP – Planning Administrator
- Mark Bennett, AICP, FRA-RA, CNU-A - Senior Planner
- Ian Nance – Senior Planner
- Robert Bolton – Planner III
- Johnathan Sims – Planner II
- Aleya Inglima - Planner II
- Andrew Grohowski - Planner II
- Kyle Rogus - Planner I

Ivan (Ian) A. Nance

(863) 534-7621
ivannance@polk-county.net

Skills Summary

- Outgoing, creative, and independent individual with excellent communication, time management, networking, budgeting, and writing skills.

- Strong computer skills including familiarity with Microsoft Office, Outlook, PowerPoint, Adobe Reader, and social media programs.

- Ability to use a variety of sources to conduct qualitative and quantitative research and present findings in a clear, concise format.

Employment History & Accomplishments

Polk County Board of County Commissioners (BoCC) **December 2017 – Present**

Principal Planner – Land Development

- Planning Commission Coordinator
    - Assign Planning Commission and BoCC cases to Land Development planners and track progress.
    - Write and present amendments and ordinances to Polk County's Land Development Code (LDC) and Comprehensive Plan.
    - Conduct analysis of development applications and write staff reports to support the findings.
    - Create slideshows and present cases before BoCC, Planning Commission, and Land Use Hearing Officer.
- Development Review Committee (DRC) Chair
    - Review Pre-Application Requests and provide written response.
    - Serve as liaison for Planning during face-to-face DRC meetings and follow-up with citizens as necessary.
- Site Plan Review
    - Review engineered site plans for compliance with the Comprehensive Plan and LDC.
    - Conduct research for non-conforming use determinations and land use verification letters.

Freelance Writer **February 2012 – Present**

- Published in the *Lakeland Ledger, Orlando Sentinel*, *Florida Game & Fish*, *Lakelander*, *Florida Sportsman*, and *Petersen's Hunting*.

ADEPT Community Services **February 2010 – December 2017**

Support Coordinator/Team Leader

- Coordinated service providers for developmentally disabled Medicaid Waiver Consumers. Created service budgets, request, and justify services through written Support Plans, and maintain consumer files. Serve as advocate for consumers.

- Supervised 4-5 other coordinators. Worked closely with Supervisor on Quality Assurance, Billing, and Human Resources objectives. Visited with consumers and their families to discuss goals and issues with service.

Polk County School Board **October 2008 – February 2010**

Substitute Teacher

Supplemental Instructional Services, Inc **July 2007 - July 2008**
District Coordinator

- Launched company's program in Polk County. Recruited, interviewed, trained, and managed a team of 12 tutors over 8 elementary schools.
- Marketed company and enrolled families at provider fairs.
- Wrote Service-Learning Plans as a contract between parents, company, and School Board for establishing academic goals and benchmarks for achievement.
- Created and delivered monthly invoices to Polk County School Board for company's service and maintained legal documents including leasing information, progress reports, and attendance information.

Polk County School Board **January 2004 - April 2006**
Substitute Teacher

Mulberry Corporation **May - August 1999, 1998**
Administrative Assistant

Education

Master's Degree in Public Administration, 2006
University of Central Florida
Orlando, FL

B.A. Degree in Political Science, 2003
University of Florida
Gainesville, FL

Agenda Item O.1. 3/3/2026

SUBJECT

Consider the adoption of an Ordinance of the Polk County Board of County Commissioner entitled the Polk County Right-of-Way Sign Enforcement Ordinance. (Continued to March 17, 2026, at 9:00 a.m.)

DESCRIPTION

The proliferation of large, semi-permanent signs (often erected by home builders and developers) within the County right-of-way has become a serious issue. Unlike small wire "snipe" signs, these structures are often constructed of wood, concrete, or rigid PVC, posing a "serious threat to public health, safety, and welfare" as fixed-object hazards.

The proposed ordinance establishes a Hybrid Enforcement Model that imposes an immediate civil fine for the act of placing the sign in the right-of-way. The Ordinance also provides a 7-day cure period for the removal of the sign before the County removes it and assesses costs.

RECOMMENDATION

Approve the Ordinance of the Polk County Board of County Commissioners Commissioner entitled the Polk County Right-of-Way Sign Enforcement Ordinance.

FISCAL IMPACT

No fiscal Impact.

CONTACT INFORMATION

Randall Vogel

Assistant County Attorney

863-534-6744

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, ESTABLISHING A PROHIBITION ON UNAUTHORIZED SIGNS IN THE RIGHT-OF-WAY; PROVIDING FOR FINDINGS OF FACT AND LEGISLATIVE INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING A MECHANISM UTILIZING IMMEDIATE FINES FOR PLACEMENT AND COST RECOVERY FOR REMOVAL; ESTABLISHING A PRESUMPTION OF LIABILITY FOR BENEFICIAL USERS; PROVIDING FOR THE IMPOSITION OF COSTS AND FINES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Polk County (the "Board") finds that the unauthorized placement of signs within the public rights-of-way creates visual blight, distracts motorists, obstructs sight lines, hinders maintenance operations, and constitutes a significant threat to the public health, safety, and welfare; and

WHEREAS, the Board finds that the traditional code enforcement process, which requires a "reasonable time to cure" before fines accrue, is ineffective against the transient and pervasive nature of illegal right-of-way signage; and

WHEREAS, the Board desires to implement a hybrid enforcement model that penalizes the act of placement immediately while simultaneously providing a procedural mechanism for the removal of the sign and the recovery of costs incurred by the County; and

WHEREAS, the Board finds that Polk County has established successful procedures for the abatement of nuisances and the recovery of costs through the imposition of liens; and

WHEREAS, the Board finds that evidence that a sign directs attention to a business, commodity, service, event, or person shall constitute a rebuttable presumption that such business, commodity, service, event, or person is the Beneficial User and is responsible for the placement of the sign.

WHEREAS, the Board intends to ensure that the persons or entities deriving economic benefit from illegal signage are held accountable for the fines and removal costs associated with said signs.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1: TITLE

This Ordinance shall be known and may be cited as the "Polk County Right-of-Way Sign Enforcement Ordinance."

SECTION 2: DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the meanings set forth below:

Banner Sign: A sign having the characters, letters, illustrations, or ornamentations applied to cloth, paper, flexible plastic, or fabric of any kind, with only such material for backing.

Beneficial User: Any person, business, entity, or organization whose name, product, service, event, or contact information (including telephone numbers, website addresses, or QR codes) is displayed on a sign, or who derives or is reasonably presumed to derive a commercial, economic, or communicative benefit from the existence of the sign.

Feather Sign (or Flutter Flag): A freestanding sign typically constructed of a single shaft driven into the ground or supported by a portable base or stand with an attached pennant that is vertically elongated and shaped like a feather, tear drop, or blade.

Flag Sign: Any fabric or flexible material attached to or designed to be flown from a flagpole or similar device.

Posting: The physical notice, tag, sticker, or copy of a Notice of Violation that is affixed to an Unauthorized Sign.

Right-of-Way: Land in which the County owns the fee or has an easement devoted to or required for use as a transportation facility, including the roadway, shoulders, swales, and sidewalks.

Sign: Any display, fixture, placard, structure, or advertising device that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity. This definition explicitly includes, but is not limited to, Banner Signs, Feather Signs, Flag Signs, and signs constructed of rigid or semi-rigid materials, including but not limited to pressure-treated wood, aluminum, heavy-gauge PVC, or composite materials. Such signs are typically anchored to the ground using concrete, post-hole digging, or heavy driven stakes. This definition specifically excludes lightweight "snipe signs" constructed of corrugated plastic, card stock, or paper that are no larger than 9 square feet and are supported by wire H-frames or single wooden stakes less than 0.5 inches in diameter. Nothing in this definition or ordinance shall authorize the placement of the excluded signs (snipe signs) in County right-of-way. The excluded signs may be removed, without regard to the exclusion in this ordinance, through separate County processes.

Special Magistrate: The Polk County Code Enforcement Special Magistrate.

Unauthorized Sign: Any sign placed within the County right-of-way that has not been issued a valid Right-of-Way Use Permit by Polk County.

SECTION 3: PROHIBITIONS

1. It shall be unlawful for any person to place, erect, or maintain any Unauthorized Sign within a County right-of-way.

2. Any Unauthorized Sign placed in the right-of-way is hereby declared to be a public nuisance and a serious threat to public health, safety, and welfare.
3. Each Unauthorized Sign placed, erected, or maintained in violation of this Ordinance shall constitute a separate and distinct violation.
4. Each day that a violation continues to exist shall constitute a separate offense.

SECTION 4: IMMEDIATE FINE FOR PLACEMENT

1. Citation/Fine Procedure:
    a. Upon identifying an Unauthorized Sign, a Code Enforcement Officer shall issue a Notice of Violation/Citation ("Notice") directly to the Beneficial User via certified mail. For Beneficial Users that are business entities, corporations, or limited liability companies, notice shall be mailed via certified mail to the Registered Agent at the address listed with the Florida Division of Corporations (Sunbiz). The Notice shall state that the Beneficial User has thirty (30) days from the date of the Notice to either pay the fine to the Board of County Commissioners or file a written request for a hearing before the Special Magistrate to contest the citation. Additionally, the Notice shall state:
        i. Beneficial User has seven (7) days from the date of the Posting to remove the sign, and that failure to do so will result in removal by the County and the imposition of all removal costs against the Beneficial User.
        ii. Failure to pay the fine or request a hearing within the thirty (30) day period shall constitute a waiver of the Beneficial User's right to contest the citation and an admission of the violation.
    b. The Fine set forth in the schedule below is imposed immediately upon issuance of the Notice.
    c. The total Fine imposed shall be calculated by multiplying the number of Unauthorized Signs identified by the applicable Fine Rate set forth in the schedule below.
    d. The Posting affixed to the sign shall serve as valid secondary notice for the purposes of the Fine. In the event the certified mail required by Subsection (a) is returned as unclaimed, refused, or unsigned, the Posting shall constitute sufficient legal service.
    e. Fine Schedule: The Fine for placing an Unauthorized Sign in the Right-of-Way shall be $250.00 per sign.

SECTION 5: REMOVAL AND COST RECOVERY

In addition to the Fine imposed in Section 4, the County shall pursue removal and cost recovery as follows:

1. Posting and Notice:
    a. Simultaneously with the issuance of the Citation in Section 4, the Code Enforcement Officer shall affix a physical notice ("Posting") to the Unauthorized Sign. This Posting may be a copy of the Notice of Violation or a separate removal notice.
    b. For purposes of the Removal and Cost Recovery process, the affixing of the Posting to the sign shall constitute official legal notice. The Beneficial User shall have seven (7) calendar days (“Cure Period”) from the date the Posting is affixed to the Unauthorized Sign to remove the sign from the right-of-way. The seven (7) day Cure Period shall commence immediately upon the posting of the Posting, regardless of the delivery status of the Certified Mail required in Section 4.
    c. The timeline for the Fine (Section 4) and the timeline for Removal (Section 5) run independently. A delay or failure in the delivery of the Certified Mail shall not stay, toll, or invalidate the County’s authority to remove the sign after the expiration of the seven (7) day Cure Period initiated by the Posting.
2. If the sign is not removed from the right-of-way within the seven (7) day Cure Period, the County is authorized to enter the right-of-way, remove the sign, and dispose of it. The sign shall be deemed abandoned property and all ownership rights in the materials shall be forfeited to the County for disposal.
3. Assessment of Costs:
    a. The Beneficial User shall be liable for all costs incurred for the removal of each and every Unauthorized Sign, including labor, equipment usage, disposal fees, and administrative costs.
    b. Upon removal, the County shall calculate all costs incurred, including labor, equipment, disposal fees, and administrative costs.
    c. The County shall invoice the Beneficial User for all actual Costs incurred. The invoice shall state that the Beneficial User has thirty (30) days from the date of the invoice to request a hearing before the Special Magistrate to pay or contest the Costs.

SECTION 6: HEARINGS AND APPEALS

1. The Beneficial User may contest the Fine or Costs by filing a written request for a hearing with the Polk County Code Enforcement office as provided for in the Notice and/or Invoice. This

request must be filed within thirty (30) calendar days of the date of the Notice (for the citation or demand for removal) or Invoice (for the cost of removal).

2. Failure to pay the Fine and/or Costs or file a written request for a hearing within the thirty (30) day period shall constitute a waiver of the Beneficial User's right to contest the violation and an admission of liability.
3. Hearing Procedures and Prosecution Costs:
    a. If a hearing is requested by the Beneficial User and the Special Magistrate finds that a violation occurred, the Magistrate shall impose the applicable Fine set forth in Section 4, plus the County's costs of prosecuting the violation.
    b. If the hearing concerns the Costs, the scope of the hearing shall be limited to determining if the Costs submitted by the County are the actual costs incurred. The Special Magistrate shall not have the authority to reduce or waive actual Costs incurred by the County for the removal.
4. An aggrieved party, including the local governing body, may appeal a final administrative order of the Special Magistrate to the Circuit Court, pursuant to Section 162.11, Florida Statutes.

SECTION 7: IMPOSITION OF LIEN

1. If the Fine or Costs remain unpaid after thirty (30) days, and no hearing has been requested, or if the Special Magistrate affirms the Fine or Costs after a hearing, a certified copy of the Order Imposing Fine or Costs shall be recorded in the Public Records of Polk County.
2. Pursuant to Section 162.09(3), Florida Statutes, the recorded Order shall constitute a lien upon any other real or personal property owned by the Beneficial User. Such lien shall be enforceable in the same manner as a court judgment.

SECTION 8: SEVERABILITY.

If any provision of this Ordinance or its application is determined to be invalid or unconstitutional by a court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 9: EFFECTIVE DATE

This Ordinance shall become effective upon filing with the Department of State.

Agenda Item R.1. 3/3/2026

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2236.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2236 as requested by Fixed Asset Accounting to be stored or disposed of in accordance with the rules of the Auditor General's Office.

RECOMMENDATION

Approve removal of equipment as listed on Blanket Removal Form 2236.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
aebrown@polkclerkfl.gov <mailto:aebrown@polkclerkfl.gov>

BLANKET PROPERTY REMOVAL FORM # 2236

To: Board of County Commissioners, Polk County, Florida
From: Clerk and Auditor, Polk County, Florida
It is requested that the listed property be removed from inventory.

Submitted By: _____
Fixed Asset Accounting Office of Clerk Auditor

Approved By _____
Chairman of the Board of County Commissioners

BoCC Approval Date: 3/3/2026

Property # **80200067** ***Asset #*** **101655**
Item: MOWER - ROTARY
Serial #
ALAMO — ***Date Rec'd.*** 8/31/2020
RX963 — ***Cost*** $9,278.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **N0002400619** ***Asset #*** **51659**
Item: HYDRO MULCHER
Serial # 96061144
BOWIE — ***Date Rec'd.*** 7/28/1996
LANCER 500 — ***Cost*** $12,075.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **60039001** ***Asset #*** **52607**
Item: BACKHOE
Serial # T0710GX921633
JOHN DEERE — ***Date Rec'd.*** 9/6/2003
310B 4WD — ***Cost*** $85,980.30
Reason for Request: TO BE SOLD AT AUCTION

Property # **60067401** ***Asset #*** **52642**
Item: LOADER
Serial #
JOHN DEERE — ***Date Rec'd.*** 5/8/2006
325 — ***Cost*** $31,117.82
Reason for Request: TO BE SOLD AT AUCTION

Property # **80020010** ***Asset #*** **52692**
Item: MOWER
Serial # 828428
NEW HOLLAND — ***Date Rec'd.*** 2/28/2002
BB60N — ***Cost*** $3,800.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **N0002050157** ***Asset #*** **58264**
Item: MIXER, CONCRETE
Serial # 43200119
STONE — ***Date Rec'd.*** 11/12/2001
Cost $2,342.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **51182** ***Asset #*** **69158**
Item: TABLE, EXAM
Serial # V594500
RITTER/MIDMARK — ***Date Rec'd.*** 6/2/2008
230 — ***Cost*** $6,678.76
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **51442** ***Asset #*** **69975**
Item: TENT
Serial #
KD KANOPY — ***Date Rec'd.*** 2/10/2009
STARSHADE 800 — ***Cost*** $4,320.00
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **21105703** ***Asset #*** **72888**
Item: TRUCK, PICKUP 4X4
Serial # 1FTFX1EV2AFB65594
FORD — ***Date Rec'd.*** 3/9/2010
F-150 — ***Cost*** $24,572.73
Reason for Request: TO BE SOLD AT AUCTION

Property # **21118001** ***Asset #*** **74588**
Item: SUV
Serial # 1FMJU1H58BEF29082
FORD — ***Date Rec'd.*** 3/3/2011
EXPEDITION XLT — ***Cost*** $39,538.87
Reason for Request: TO BE SOLD AT AUCTION

Property # **31123404** *Asset #* **75555**
Item: TRUCK, UTILITY 4X4 FORD F-350
Serial # 1FDRF3H65CEB08794 *Date Rec'd.* 4/22/2012 *Cost* $46,657.36
Reason for Request: TO BE SOLD AT AUCTION

Property # **60129009** *Asset #* **75981**
Item: TRACTOR CHALLENGER MT465B
Serial # B124066 *Date Rec'd.* 10/29/2012 *Cost* $65,690.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **80120015** *Asset #* **75983**
Item: MOWER, BOOM DIAMOND MOWER 72 In.
Serial # 7288 *Date Rec'd.* 10/29/2012 *Cost* $22,970.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **21132801** *Asset #* **79151**
Item: SUV 4X4 FORD ESCAPE SE
Serial # 1FMCU9GX0DUD03413 *Date Rec'd.* 3/31/2013 *Cost* $22,103.11
Reason for Request: TO BE SOLD AT AUCTION

Property # **31143401** *Asset #* **84173**
Item: TRUCK, DRY FREIGHT FORD SUPER DUTY F450
Serial # 1FDUF4GY9EEA26864 *Date Rec'd.* 9/29/2013 *Cost* $41,435.69
Reason for Request: TO BE SOLD AT AUCTION

Property # **31152601** *Asset #* **89125**
Item: TRUCK, AERIAL FORD F550
Serial # 1FDUF5HT2FEB12351 *Date Rec'd.* 9/29/2014 *Cost* $120,551.31
Reason for Request: TO BE SOLD AT AUCTION

Property # **31152607** *Asset #* **89131**
Item: TRUCK, UTILITY 4X4 FORD F550
Serial # 1FDUF5HYXFEB12397 *Date Rec'd.* 9/29/2014 *Cost* $62,673.32
Reason for Request: TO BE SOLD AT AUCTION

Property # **21143452** *Asset #* **89290**
Item: TRUCK, PICKUP 4X4 FORD F150
Serial # 1FTNF1ET8EKF94488 *Date Rec'd.* 11/20/2014 *Cost* $21,432.92
Reason for Request: TO BE SOLD AT AUCTION

Property # **31153409** *Asset #* **89736**
Item: TRUCK, UTILITY 4X2 FORD F350
Serial # 1FDRF3G68FEC99018 *Date Rec'd.* 4/12/2015 *Cost* $35,732.99
Reason for Request: TO BE SOLD AT AUCTION

Property # **21162833** *Asset #* **94262**
Item: SUV 4X4 FORD ESCAPE SE
Serial # 1FMCU9GX6GUB75294 *Date Rec'd.* 12/15/2015 *Cost* $23,391.78
Reason for Request: TO BE SOLD AT AUCTION

Property # **31162623** *Asset #* **94271**
Item: TRUCK, UTILITY 4X4 FORD F550
Serial # 1FDUF5HY7GEB17798 *Date Rec'd.* 12/15/2015 *Cost* $66,041.15
Reason for Request: TO BE SOLD AT AUCTION

Property # **21163932** *Asset #* **94357**
Item: TRUCK, PICKUP 4X4 FORD F150
Serial # 1FTEW1EF7GFA73106 *Date Rec'd.* 1/19/2016 *Cost* $28,009.23
Reason for Request: TO BE SOLD AT AUCTION

Property # **31162638** ***Asset #*** **94795** ***Item:*** TRUCK, UTILITY 4X4 ***Serial #*** 1FDUF5HY6GEB62294 ***Reason for Request:*** TO BE SOLD AT AUCTION	FORD ***Date Rec'd.*** 6/6/2016	F550	***Cost***	$63,729.38
Property # **46173524** ***Asset #*** **94991** ***Item:*** TRUCK, DUMP ***Serial #*** 1FVACXDT3HHJB3804 ***Reason for Request:*** TO BE SOLD AT AUCTION	FREIGHTLINER ***Date Rec'd.*** 9/29/2016	M2106	***Cost***	$126,814.56
Property # **21173323** ***Asset #*** **95257** ***Item:*** TRUCK, PICKUP 4X4 ***Serial #*** 1FTMF1EP1HKC47975 ***Reason for Request:*** TO BE SOLD AT AUCTION	FORD ***Date Rec'd.*** 1/23/2017	F150	***Cost***	$23,676.13
Property # **31172660** ***Asset #*** **95785** ***Item:*** TRUCK, UTILITY 4X4 ***Serial #*** 1FDUF5HY8HEC57103 ***Reason for Request:*** TO BE SOLD AT AUCTION	FORD ***Date Rec'd.*** 5/22/2017	F550	***Cost***	$70,849.03
Property # **21183350** ***Asset #*** **97124** ***Item:*** TRUCK, PICKUP 4X4 ***Serial #*** 1FTEX1EP1JKE38206 ***Reason for Request:*** TO BE SOLD AT AUCTION	FORD ***Date Rec'd.*** 5/13/2018	F150	***Cost***	$25,921.44
Property # **21193370** ***Asset #*** **98349** ***Item:*** TRUCK, PICKUP 4X2 ***Serial #*** 1FTMF1CB7KKC91235 ***Reason for Request:*** TO BE SOLD AT AUCTION	FORD ***Date Rec'd.*** 3/7/2019	F-150	***Cost***	$21,971.09
Property # **21193380** ***Asset #*** **98482** ***Item:*** TRUCK, PICKUP 4X2 ***Serial #*** 1FTMF1CB9KKD57882 ***Reason for Request:*** TO BE SOLD AT AUCTION	FORD ***Date Rec'd.*** 5/9/2019	F-150	***Cost***	$29,442.71
Property # **21193382** ***Asset #*** **98659** ***Item:*** TRUCK, PICKUP 4X2 ***Serial #*** 1FTMF1CB5KKD57880 ***Reason for Request:*** TO BE SOLD AT AUCTION	FORD ***Date Rec'd.*** 5/9/2019	F-150	***Cost***	$37,177.16
Property # **36196353** ***Asset #*** **99671** ***Item:*** AMBULANCE ***Serial #*** 1FVACWFCXKHKR3883 ***Reason for Request:*** TO BE SOLD AT AUCTION	FREIGHTLINER ***Date Rec'd.*** 1/12/2020	M2	***Cost***	$285,000.00
	(31 detail records)			**$1,460,973.84**

Agenda Item R.2. 3/3/2026

SUBJECT

Approve Sponsorship Agreement with Junior Achievement of Tampa Bay, Inc. for a Junior Achievement Polk Discovery Center at Tenoroc High School. ($200,000 one-time expense)

DESCRIPTION

The proposed JA Polk Discovery Center will be an innovative educational facility featuring two immersive learning experiences: Muma BizTown and JA Finance Park. These programs provide hands-on simulations that teach students about financial literacy, entrepreneurship, workforce readiness, and civic engagement.

Junior Achievement has requested governmental sponsorship participation as part of the center, including the establishment of a government-focused component within the facility. Polk County's participation would allow students to explore the role of government, civic responsibility, and public service within a community setting.

This initiative was discussed with the Board during the October 3rd, 2025 agenda review.

The term of this agreement shall be for a five-year period commencing on the date this agreement is executed by both parties.

Polk County will pay Junior Achievement of Tampa Bay, Inc. a total of $200,000, issued in two installments of $100,000 each. The first installment will be paid during the current fiscal year, and the remaining balance will be budgeted for FY 26/27.

RECOMMENDATION

Approve Sponsorship Agreement with Junior Achievement of Tampa Bay, Inc. for a Junior Achievement Polk Discovery Center at Tenoroc High School and budget amendment to cover FY 25/26 portion.

FISCAL IMPACT

Funds are available for transfer from the General Fund Reserves for Budget Stabilization. During the FY 26/27 budget process, the General Fund Reserves for Budget Stabilization will be replenished by the General Capital Improvement Fund Reserve for Future Capital Expansion, and the General Capital Improvement Fund will transfer the amount of the second installment to the General Fund, where it will be budgeted.

CONTACT INFORMATION

Bill Beasley, County Manager

billbeasley@polkfl.gov <mailto:billbeasley@polkfl.gov>
863-534-6444

SPONSORSHIP AGREEMENT
JA Polk Discovery Center

THIS AGREEMENT (the "Agreement") is made as of the Effective Date (as defined in Section 1.1 below) by and between Junior Achievement of Tampa Bay, Inc.("Junior Achievement"), a Florida Not for Profit Corporation, 13707 N 22nd Street, Tampa, FL 33613, and Polk County, a political subdivision of the State of Florida, (the "County"), whose address is 330 West Church Street, Bartow, FL 33830.

W I T N E S S E T H:

WHEREAS, Junior Achievement is a volunteer-driven, non-profit organization empowering the futures of local students by giving them the knowledge and skills they need to manage their money, plan for their future, and make smart academic, career and economic choices that serves 13 counties; and

WHEREAS, Junior Achievement plans to construct the JA Polk Discovery Center at Tenoroc High School which will be an innovative facility consisting of two impactful learning experiences: Muma BizTown and JA Finance Park.

WHEREAS, the plan for the JA Polk Discovery Center signifies a progressive move to enhance Polk County's educational landscape; and

WHEREAS, Junior Achievement desires to have a governmental sponsor as part of the JA Polk Discovery Center and to include a government center in the JA Polk Discovery Center; and

WHEREAS, the County desires to be part of the JA Polk Discovery Center to allow students to explore roles as citizens and the role of government in communities.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree, as follows:

ARTICLE 1

NATURE OF AGREEMENT

1.1 Nature and Term of Agreement

Both parties enter into this Agreement for the limited purpose of providing for a government center within the JA Polk Discovery Center as provided for in this Agreement.

The term of this Agreement shall be for a five (5) year time period commencing on the date this agreement is executed by both parties, unless sooner terminated as provided in this Agreement.

ARTICLE II

JUNIOR ACHIEVEMENT OBLIGATIONS AND RIGHTS

2.1 The Government Center of JA Polk Discovery Center. During the Term of this Agreement, Junior Achievement shall provide the following as part of the JA Polk Discovery Center:

(A). Facility Specifications:

Total Gross Square Footage: 19,780 sq. ft

Storefront Area: 11,191 sq. ft.

Polk Government Storefront: Storefront #14, 389 sq. ft.

(B). Junior Achievement will be solely responsible for the design, construction, operation, and maintenance of the JA Polk Discovery Center. Prior to construction of the Polk Government Storefront, Junior Achievement will get written approval from the County Manager of the layout and design of the Polk Government Storefront. Junior Achievement will get written approval of the curriculum for the Polk Government Storefront before implementing the curriculum.

ARTICLE II

COUNTY OBLIGATIONS AND RIGHTS

3.1 SPONSORSHIP FEE

In consideration of the rights and obligations of this Agreement, the County shall pay the following sums to Junior Achievement:

1). The County shall pay Junior Achievement One Hundred Thousand Dollars ($100,000) within thirty (30) days of receiving an invoice from Junior Achievement after this Agreement is executed by both parties.

2). The County shall pay Junior Achievement One Hundred Thousand Dollars ($100,000) within thirty (30) days of receiving an invoice from Junior Achievement after the opening of the JA Polk Discovery Center.

ARTICLE IV

TERMS AND CONDITIONS

The following terms and conditions apply to this Agreement.

4.1. Indemnity. To the fullest extent permitted by law, Junior Achievement shall release, defend (by counsel reasonably acceptable to the County), indemnify, keep, save, and hold harmless the County, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether agents, officials or employees of the County or third persons, and to all property, proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by Junior Achievement (or by any person acting for Junior Achievement or for whom Junior Achievement is or is alleged to be in any way responsible) of (i) its duties and obligations under this Agreement, and (ii) its duties and obligations associated with the JA Polk Discovery Center, whether such claim may be

based in whole or in part upon contract, tort (including alleged active or passive breach of any duty or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of Junior Achievement, its agents, officials and employees or otherwise, except Junior Achievement shall not be required to indemnify and hold harmless the County if such claim, damage, loss and expense is the result of the sole negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable. The provisions of this Section 4.1 shall include any claims for equitable relief or for damages (compensatory or punitive) against the County, its agents, officials, and employees including alleged injury to the business or any claimant and shall include any and all losses, damages, injuries, disease, illness, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the County, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees, costs and expenses incurred by reason of the assertion of any such claim against the County, its agents, officials or employees. Junior Achievement expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Junior Achievement shall in no way limit Junior Achievement's responsibility to release, indemnify, keep and save harmless and defend the County as herein provided. The intention of the parties is to apply and construe broadly in favor of the County the foregoing provisions subject to the limitations, if any, set forth in Florida Statutes. Junior Achievement shall obtain an endorsement or other affirmative coverage from its insurance policies required by this Agreement insuring Junior Achievement's contractual obligations under this paragraph. The obligations imposed by this Section 4.1 shall continue upon the expiration or early termination of this Agreement.

4.2. Default and Remedy. If either party materially defaults in its obligations under this Agreement, then the non-defaulting party shall provide the other party with a ten-day written notice of default and a concurrent ten-day opportunity to cure. If the default is not timely cured within that ten-day period, then the non-defaulting party shall have the right to (i) immediately thereafter terminate this Agreement by delivering written notice to defaulting party, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

4.3 <u>LIMITATION OF LIABILITY.</u> IN NO EVENT SHALL THE COUNTY BE LIABLE TO JUNIOR ACHIEVEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

4.4. Termination. In addition to the parties' respective ability to terminate this Agreement as specifically stated in this Agreement, the County may terminate the Agreement for any reason whatsoever upon delivery of thirty (30) days prior written notice to Junior Achievement.

4.5. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered

or certified mail, return receipt requested, and addressed to:

If to the County: Polk County
Attention: County Manager
P.O. Box 9005
Bartow, FL 33831-9005

If to JUNIOR ACHIEVEMENT:
Junior Achievement of Tampa Bay
13707 N 22nd Street
Tampa, FL 33613

4.7. Force Majeure. Notwithstanding anything to the contrary herein, the parties' performance under this Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, disaster, strikes, civil disorder, public health emergencies (including epidemics or pandemics), curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or impossible to perform their obligations under the Agreement. Either party may cancel the Agreement for any one or more of such reasons upon prompt written notice to the other, without penalty or damages therefor. In the event of any force majeure event and the provision of a force majeure notice to the other party, neither party shall be liable to the other due to such circumstances. Either party shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the impacted party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the impacted party from performing its obligations hereunder. The impacted party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the impacted party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the impacted party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the impacted party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

4.8. Independence of the Parties. During the term of this Agreement Junior Achievement is and shall be an independent party. Nothing stated in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting Junior Achievement, its officers, employees, or agents, as an agent, representative, or employee of the County for any purpose or in any manner whatsoever.

4.9. Public Records Law.

(a) Junior Achievement acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. Junior Achievement further acknowledges that the constitutional and statutory

provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Junior Achievement shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, Junior Achievement acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) Keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Junior Achievement does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of Junior Achievement or keep and maintain public records required by the County to perform the service. If Junior Achievement transfers all public records to the County upon completion of this Agreement, Junior Achievement shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Junior Achievement keeps and maintains public records upon completion of this Agreement, Junior Achievement shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF JUNIOR ACHIEVEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO JUNIOR ACHIEVEMENT' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

4.10. Public Entity Crimes. Junior Achievement acknowledges and confirms that if the conditions stated in Section 287.133 of the Florida Statutes relating to conviction for a public entity crime applies to Junior Achievement, then this Agreement will terminate, be void and of no further effect without need of any action from the County.

4.11. Equal Opportunity Employment. Junior Achievement shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4.12. Unauthorized Aliens. Junior Achievement shall not employ or utilize unauthorized aliens in the performance of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for the County to unilaterally terminate this Agreement.

4.13. No Contingent Fee. Junior Achievement warrants that it has not employed or retained any company or person, other than a bona fide employee or agent working solely for Junior Achievement to solicit or secure this Agreement and that is has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee or agent working solely for Junior Achievement any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right at its sole discretion to terminate this Agreement without liability and to deduct from the Agreement price or to otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

4.14. Assignment. This Agreement and Junior Achievement's rights and obligations hereunder shall not be assigned or otherwise transferred, in whole or in part, without receipt of the County's prior written consent, which consent the County may withhold in its discretion.

4.15. Entire Agreement This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties. The parties acknowledge that the parties have negotiated this Agreement at arm's length with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this Agreement by either party shall be deemed a default and this Agreement shall be terminated as provided herein.

4.16. Representations. Junior Achievement represents and warrants the following to the County:

(a) Junior Achievement is a Florida not for profit corporation duly organized and existing in good standing under the laws of the State of Florida.

(b) Junior Achievement's performance under this Agreement will not violate or breach any contract or agreement to which Junior Achievement is a party or is otherwise bound, or any governmental statute, ordinance, rule, or regulation.

(c) Junior Achievement has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

(d) Junior Achievement will get all required permits and approvals for the

construction and operation of the JA Polk Discovery Center.

(e) Junior Achievement has no obligation or indebtedness that would impair its ability to fulfill its Agreement obligations.

(f) Each individual executing this Agreement on behalf of Junior Achievement is authorized to do so.

4.17. **Attorneys' Fees and Costs.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

4.18. Compliance with Laws and Regulations. In its performance under this Agreement, Junior Achievement shall abide by all applicable statutes, ordinances, rules, and regulations including those now in effect and those hereafters adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to Junior Achievement.

4.19. **Governing Law; Venue.** This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

4.20 Sovereign Immunity. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of POLK COUNTY'S sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

4.21 Certification of Non-Scrutinized Company.

A. Junior Achievement hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Junior Achievement in accordance with the requirements of Section 287.135, Florida Statutes:

(i) Junior Achievement is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is Junior Achievement engaged in a boycott of Israel, nor was Junior Achievement on such List or engaged in such a boycott at the time this Agreement.

(ii) Additionally, if the value of the goods or services acquired under the Agreement are greater than or equal to One Million Dollars ($1,000,000), then Junior Achievement further certifies to the County as follows:

(a) Junior Achievement is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) Junior Achievement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) Junior Achievement is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) Junior Achievement was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Agreement.

(iii) Junior Achievement is fully aware of the penalties that may be imposed upon Junior Achievement for submitting a false certification to the County regarding the foregoing matters.

(iv) Junior Achievement hereby acknowledges that, in addition to any other termination rights stated in the Agreement, the County may immediately terminate the Agreement upon the occurrence of any of the following events:

(a) Junior Achievement is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or Junior Achievement is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) Junior Achievement is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or Junior Achievement is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars ($1,000,000).

(v) The undersigned is duly authorized to execute this Certification by and on behalf of Junior Achievement.

4.22 Annual Appropriations.

Junior Achievement acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Commission may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Commission may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Commission's performance and obligation to pay Junior Achievement under this Agreement is contingent upon annual appropriations being made by the County for that purpose.

4.23. Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions of the Agreement shall remain intact.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates listed below.

ATTEST:

By: _____

_____
[Print Name]

Junior Achievement of Tampa Bay, Inc.

By: _____
Shauna Dykes, Market President

Date: _____

ATTEST:
STACY BUTTERFIELD
CLERK OF THE BOARD

By:_____
Deputy Clerk

POLK COUNTY, a political subdivision of the state of Florida.

By:_____
Dr. Martha Santiago, Ed. D., Chair

Date: _____

Reviewed as to form and legal sufficiency

_____
County Attorney's Office

BUDGET AMENDMENT REQUEST

(for budget transfers and/or unbudgeted expenses)

Date: 2/20/2026
Parent Fund: General Fund
Department/Division: County Manager
BoCC Date: 3/3/2026

Request for the following transfer be made for the reason(s) stated:

	Amount **FROM**	Fund	Cost Center	Account	Project	Area	TBD
	$ 100,000	00101	010000001	5998300	0000000	00	0000000
	$						
TOTAL	$ 100,000						

	Amount **TO**	Fund	Cost Center	Account	Project	Area	TBD
	$100,000	00101	010519999	5882000	0000000	00	0000000
TOTAL	$ 100,000						

JUSTIFICATION (attach additional back-up as necessary)

Transfer $100,000 from General Fund Reserves for Budget Stabilization in sponsorship monies to Junior Achievement-Tampa for the construction of the JA Polk Discovery Center at Tenroc High School. The first installment of $100,000 to be paid in the current fiscal year. The second installment of $100,000 will be budgeted for in FY 26/27.

Department/Division Director

Recommended or not recommended by (Budget & Management Services) 2/20/26 (Date)

Reason

APPROVED / NOT APPROVED

Board of County Commissioners/County Management (Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

Review Budgetary Control Balances

Done

Control Budget	BoCC Budget	**BOCC GL FUND**	00101	**BOCC GL PROJECT**	All BOCC GL PROJECT Values
Currency	USD	**BOCC GL COST CENTER**	010000001	**BOCC GL AREA**	All BOCC GL AREA Values
Budget Period	YEAR-26 - YEAR-26	**BOCC GL ACCOUNT**	5998300	**BOCC GL TBD**	All BOCC GL TBD Values

Budget Balances

View **Detach** **Wrap**

BOCC GL FUND	BOCC GL COST CENTER	BOCC GL ACCOUNT	BOCC GL PROJECT	BOCC GL AREA	BOCC GL TBD	Budget Period	Total Budget	Commitments	Obligations	Other Consumption	Expenditures	Consu
00101	010000001	5998300	0000000	00	0000000	YEAR-26	44,349,542.00	0.00	0.00	0.00	0.00	
Total							**44,349,542.00**	**0.00**	**0.00**	**0.00**	**0.00**	

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SPONSORSHIP AGREEMENT
JA Polk Discovery Center

THIS AGREEMENT (the "Agreement") is made as of the Effective Date (as defined in Section 1.1 below) by and between Junior Achievement of Tampa Bay, Inc.("Junior Achievement"), a Florida Not for Profit Corporation, 13707 N 22nd Street, Tampa, FL 33613, and Polk County, a political subdivision of the State of Florida, (the "County"), whose address is 330 West Church Street, Bartow, FL 33830.

W I T N E S S E T H:

WHEREAS, Junior Achievement is a volunteer-driven, non-profit organization empowering the futures of local students by giving them the knowledge and skills they need to manage their money, plan for their future, and make smart academic, career and economic choices that serves 13 counties; and

WHEREAS, Junior Achievement plans to construct the JA Polk Discovery Center at Tenoroc High School which will be an innovative facility consisting of two impactful learning experiences: Muma BizTown and JA Finance Park.

WHEREAS, the plan for the JA Polk Discovery Center signifies a progressive move to enhance Polk County's educational landscape; and

WHEREAS, Junior Achievement desires to have a governmental sponsor as part of the JA Polk Discovery Center and to include a government center in the JA Polk Discovery Center; and

WHEREAS, the County desires to be part of the JA Polk Discovery Center to allow students to explore roles as citizens and the role of government in communities.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree, as follows:

ARTICLE 1

NATURE OF AGREEMENT

1.1 Nature and Term of Agreement

Both parties enter into this Agreement for the limited purpose of providing for a government center within the JA Polk Discovery Center as provided for in this Agreement.

The term of this Agreement shall be for a five (5) year time period commencing on the date this agreement is executed by both parties, unless sooner terminated as provided in this Agreement.

ARTICLE II

JUNIOR ACHIEVEMENT OBLIGATIONS AND RIGHTS

2.1 The Government Center of JA Polk Discovery Center. During the Term of this Agreement, Junior Achievement shall provide the following as part of the JA Polk Discovery Center:

(A). Facility Specifications:

Total Gross Square Footage: 19,780 sq. ft

Storefront Area: 11,191 sq. ft.

Polk Government Storefront: Storefront #14, 389 sq. ft.

(B). Junior Achievement will be solely responsible for the design, construction, operation, and maintenance of the JA Polk Discovery Center. Prior to construction of the Polk Government Storefront, Junior Achievement will get written approval from the County Manager of the layout and design of the Polk Government Storefront. Junior Achievement will get written approval of the curriculum for the Polk Government Storefront before implementing the curriculum.

ARTICLE II

COUNTY OBLIGATIONS AND RIGHTS

3.1 SPONSORSHIP FEE

In consideration of the rights and obligations of this Agreement, the County shall pay the following sums to Junior Achievement:

1). The County shall pay Junior Achievement One Hundred Thousand Dollars ($100,000) within thirty (30) days of receiving an invoice from Junior Achievement after this Agreement is executed by both parties.

2). The County shall pay Junior Achievement One Hundred Thousand Dollars ($100,000) within thirty (30) days of receiving an invoice from Junior Achievement after the opening of the JA Polk Discovery Center.

ARTICLE IV

TERMS AND CONDITIONS

The following terms and conditions apply to this Agreement.

4.1. Indemnity. To the fullest extent permitted by law, Junior Achievement shall release, defend (by counsel reasonably acceptable to the County), indemnify, keep, save, and hold harmless the County, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether agents, officials or employees of the County or third persons, and to all property, proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by Junior Achievement (or by any person acting for Junior Achievement or for whom Junior Achievement is or is alleged to be in any way responsible) of (i) its duties and obligations under this Agreement, and (ii) its duties and obligations associated with the JA Polk Discovery Center, whether such claim may be

based in whole or in part upon contract, tort (including alleged active or passive breach of any duty or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of Junior Achievement, its agents, officials and employees or otherwise, except Junior Achievement shall not be required to indemnify and hold harmless the County if such claim, damage, loss and expense is the result of the sole negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable. The provisions of this Section 4.1 shall include any claims for equitable relief or for damages (compensatory or punitive) against the County, its agents, officials, and employees including alleged injury to the business or any claimant and shall include any and all losses, damages, injuries, disease, illness, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the County, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees, costs and expenses incurred by reason of the assertion of any such claim against the County, its agents, officials or employees. Junior Achievement expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Junior Achievement shall in no way limit Junior Achievement's responsibility to release, indemnify, keep and save harmless and defend the County as herein provided. The intention of the parties is to apply and construe broadly in favor of the County the foregoing provisions subject to the limitations, if any, set forth in Florida Statutes. Junior Achievement shall obtain an endorsement or other affirmative coverage from its insurance policies required by this Agreement insuring Junior Achievement's contractual obligations under this paragraph. The obligations imposed by this Section 4.1 shall continue upon the expiration or early termination of this Agreement.

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Polk County
Attention: County Manager
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If to JUNIOR ACHIEVEMENT:
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Tampa, FL 33613

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provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Junior Achievement shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, Junior Achievement acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) Keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Junior Achievement does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of Junior Achievement or keep and maintain public records required by the County to perform the service. If Junior Achievement transfers all public records to the County upon completion of this Agreement, Junior Achievement shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Junior Achievement keeps and maintains public records upon completion of this Agreement, Junior Achievement shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

4.10. Public Entity Crimes. Junior Achievement acknowledges and confirms that if the conditions stated in Section 287.133 of the Florida Statutes relating to conviction for a public entity crime applies to Junior Achievement, then this Agreement will terminate, be void and of no further effect without need of any action from the County.

4.11. Equal Opportunity Employment. Junior Achievement shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4.12. Unauthorized Aliens. Junior Achievement shall not employ or utilize unauthorized aliens in the performance of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for the County to unilaterally terminate this Agreement.

4.13. No Contingent Fee. Junior Achievement warrants that it has not employed or retained any company or person, other than a bona fide employee or agent working solely for Junior Achievement to solicit or secure this Agreement and that is has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee or agent working solely for Junior Achievement any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right at its sole discretion to terminate this Agreement without liability and to deduct from the Agreement price or to otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

4.14. Assignment. This Agreement and Junior Achievement's rights and obligations hereunder shall not be assigned or otherwise transferred, in whole or in part, without receipt of the County's prior written consent, which consent the County may withhold in its discretion.

4.15. Entire Agreement This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties. The parties acknowledge that the parties have negotiated this Agreement at arm's length with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this Agreement by either party shall be deemed a default and this Agreement shall be terminated as provided herein.

4.16. Representations. Junior Achievement represents and warrants the following to the County:

(a) Junior Achievement is a Florida not for profit corporation duly organized and existing in good standing under the laws of the State of Florida.

(b) Junior Achievement's performance under this Agreement will not violate or breach any contract or agreement to which Junior Achievement is a party or is otherwise bound, or any governmental statute, ordinance, rule, or regulation.

(c) Junior Achievement has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

(d) Junior Achievement will get all required permits and approvals for the

construction and operation of the JA Polk Discovery Center.

(e) Junior Achievement has no obligation or indebtedness that would impair its ability to fulfill its Agreement obligations.

(f) Each individual executing this Agreement on behalf of Junior Achievement is authorized to do so.

4.17. Attorneys' Fees and Costs. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

4.18. Compliance with Laws and Regulations. In its performance under this Agreement, Junior Achievement shall abide by all applicable statutes, ordinances, rules, and regulations including those now in effect and those hereafters adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to Junior Achievement.

4.19. Governing Law; Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

4.20 Sovereign Immunity. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of POLK COUNTY'S sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

4.21 Certification of Non-Scrutinized Company.

A. Junior Achievement hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Junior Achievement in accordance with the requirements of Section 287.135, Florida Statutes:

(i) Junior Achievement is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is Junior Achievement engaged in a boycott of Israel, nor was Junior Achievement on such List or engaged in such a boycott at the time this Agreement.

(ii) Additionally, if the value of the goods or services acquired under the Agreement are greater than or equal to One Million Dollars ($1,000,000), then Junior Achievement further certifies to the County as follows:

(a) Junior Achievement is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) Junior Achievement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) Junior Achievement is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) Junior Achievement was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Agreement.

(iii) Junior Achievement is fully aware of the penalties that may be imposed upon Junior Achievement for submitting a false certification to the County regarding the foregoing matters.

(iv) Junior Achievement hereby acknowledges that, in addition to any other termination rights stated in the Agreement, the County may immediately terminate the Agreement upon the occurrence of any of the following events:

(a) Junior Achievement is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or Junior Achievement is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) Junior Achievement is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or Junior Achievement is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars ($1,000,000).

(v) The undersigned is duly authorized to execute this Certification by and on behalf of Junior Achievement.

4.22 Annual Appropriations.

Junior Achievement acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Commission may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Commission may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Commission's performance and obligation to pay Junior Achievement under this Agreement is contingent upon annual appropriations being made by the County for that purpose.

4.23. Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions of the Agreement shall remain intact.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates listed below.

ATTEST:

By: _____

_____
[Print Name]

Junior Achievement of Tampa Bay, Inc.

By: _____
Shauna Dykes, Market President

Date: _____

ATTEST:
STACY BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the state of Florida.

By: _____
Dr. Martha Santiago, Ed. D., Chair

Date: _____

Reviewed as to form and legal sufficiency

_____
County Attorney's Office

Agenda Item R.3. 3/3/2026

SUBJECT

Approve Letter of Support for Polk Junior Achievement BizTown and Finance Park Discovery Center (No Fiscal Impact)

DESCRIPTION

Consider a letter of support from the Polk County Board of County Commissioners for Polk's JA BizTown and Finance Park Discovery Center. The letter expresses the Board's support for the Center's hands-on educational programs for students in our community. It recognizes the Center's vital role in preparing young people to become financially responsible, socially conscious, and economically engaged citizens, affirms support for its federal mission, and reiterates the County's commitment to ensuring these impactful programs remain a vital resource for future generations.

RECOMMENDATION

Recommend Board approve the letter of support for the Polk JA BizTown and Finance Park Discovery Center.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Bill Beasley, County Manager

billbeasley@polkfl.gov <mailto:billbeasley@polkfl.gov>
863-534-6444

Dr. Martha Santiago
Commissioner, District 4
Chair

330 W Church Street
Drawer BC01
P O Box 9005
Bartow, FL 33831-9005
Tel: (863) 534-6422
Fax: (863) 534-7655
MarthaSantiago@PolkFL.gov

Board of County Commissioners

March 3, 2026

The Honorable Laurel Lee
U.S. House of Representatives
1118 Longworth House Office Building
Washington, DC 20515

RE: Polk JA BizTown and Finance Park Discovery Center

Dear Congresswoman Laurel Lee:

On behalf of the entire Polk County Board of County Commissioners, we are writing to express our strong support for the Polk JA BizTown and Finance Park Discovery Center and the invaluable educational programs that they provide to young people in our community. So much to the extent that Polk County has recently committed $200,000 towards related facility construction efforts.

As an organization dedicated to preparing students for the challenges of the future, JA BizTown and Finance Park offers students unique hands-on experiences that bridge the gap between the classroom and the real world. Through immersive activities, students are given the opportunity to learn about personal finance, entrepreneurship, and business operations, equipping them with critical skills for success in the 21st century.

The importance of financial literacy and economic understanding cannot be overstated, especially in today's fast-changing world. By fostering an early understanding of these concepts, the Discovery Center helps shape future leaders who are not only financially responsible but also socially conscious and ready to contribute to the economy in meaningful ways.

Moreover, the experiences offered by the center are unparalleled in their ability to engage students and provide practical knowledge that will serve them throughout their lives. Whether learning how to manage a budget, create a business plan, or collaborate with peers, students are prepared to face real-world challenges with confidence and competence.

We commend your efforts in making financial education accessible and relevant for today's youth. We have no doubt that the JA BizTown and Finance Park Discovery Center will continue to make a significant impact on future generations. Please know that you have Polk's full support in your federal mission and in ensuring that these programs remain a vital part of local communities.

Thanks again for your commitment to educating and empowering students. We look forward to seeing the continued success of the center and its programs.

Sincerely,

Dr. Martha Santiago, Chair
County Commissioner, District 4

Becky Troutman
Commissioner, District 1

Rick Wilson
Commissioner, District 2

Bill Braswell
Commissioner, District 3

Michael H. Scott
Commissioner, District 5

Agenda Item R.4. 3/3/2026

SUBJECT

Approve Letter of Support for Florida Department of Transportation (FDOT) - Moving I-4 Forward Connected Corridor Infrastructure - BUILD Application. (No Fiscal Impact)

DESCRIPTION

Consider a letter of support for the FDOT as it seeks federal grant funding for Moving I-4 Forward's Connected Corridor Infrastructure Project. This project is essential to improving regional connectivity, safety, and the overall travel commute for residents and visitors throughout our community.

RECOMMENDATION

Recommend Board approve a letter of support for FDOT - Moving I-4 Forward Connected Corridor Infrastructure - BUILD Application.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Bill Beasley, County Manager

billbeasley@polkfl.gov <mailto:billbeasley@polkfl.gov>
863-534-6444

Dr. Martha Santiago
Commissioner, District 4
Chair

330 W Church Street
Drawer BC01
P O Box 9005
Bartow, FL 33831-9005
Tel: (863) 534-6422
Fax: (863) 534-7655
MarthaSantiago@PolkFL.gov

Board of County Commissioners

March 3, 2026

The Honorable Sean P. Duffy
U.S. Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: FDOT – Moving I-4 Forward Connected Corridor Infrastructure – BUILD Application

Dear Secretary Duffy,

On behalf of The Polk County Board of County Commissioners, we are writing this letter to express our strong support for the Florida Department of Transportation (FDOT) as it seeks federal grant funding for Moving I-4 Forward's Connected Corridor Infrastructure Project. This project is essential to improving regional connectivity, safety, and the overall travel commute for residents and visitors throughout our community.

The proposed improvements are part of a corridor-wide series of improvements targeting one of central Florida's most heavily traveled highways. This corridor has become increasingly congested over time, resulting in delays, safety concerns, and diminished system reliability. The existing capacity of this facility is no longer adequate to meet present or future transportation demands.

The Moving I-4 Forward Program's Connected Corridor Infrastructure Project includes construction of a new intelligent connected highway system designed to interface with emerging transportation technologies, automatically detect and identify roadway hazards, and enhance FDOT's active management of the corridor. The project will improve vehicle throughput and system capacity optimizing existing infrastructure and will enhance safety by informing motorists of risks as they emerge in real-time.

The Polk County Commissioners are collectively committed to advancing, safe and efficient transportation options. This project aligns closely with the overall regional vision by reducing congestion, enhancing travel-time reliability, and improving community connectivity.

We fully support FDOT's application for BUILD funding and respectfully request your favorable consideration. This investment will provide lasting benefits for our region and the residents we serve.

Sincerely,

Dr. Martha Santiago, Chair
County Commissioner, District 4

Becky Troutman
Commissioner, District 1

Rick Wilson
Commissioner, District 2

Bill Braswell
Commissioner, District 3

Michael H. Scott
Commissioner, District 5

Polk County

Board of County Commissioners

Agenda Item R.5. 3/3/2026

SUBJECT

SET HEARING: (LDCPAS-2025-35 324 Recker Hwy CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment from Residential Suburban (RS) To Business Park Center (BPC), on 12.91± acres located in the Suburban Development Area (SDA). This case is related to LDCD-2025-11 request for a Sub-District Change to Business Park Center -2 (BPC-2). The suggested adoption hearing date is March 17, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located on the south side of Recker Highway, east of Thornhill Road, north of Highway 542 W, and west of McKean Street, south of the City of Auburndale, in Section 15, Township 28, Range 25. State law requires one Planning Commission hearing, which was held February 4, 2025, with a recommendation of approval by a 7:0 vote.

RECOMMENDATION

Request Board set the adoption hearing date for March 17, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III
Land Development Division
863-534-6468
robertbolton@PolkFL.gov

Agenda Item R.6. 3/3/2026

SUBJECT

SET HEARING: (LDCD-2025-11 324 Recker Hwy Sub-District) to consider the adoption of a Sub-District to change 12.91 +/- acres from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) in the Suburban Development Area (SDA). This case is related to LDCPAS-2025-35 request for a Small-Scale Future Land Use Map amendment from Residential Suburban (RS) To Business Park Center (BPC). The suggested adoption hearing date is March 17, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located on the South side of Recker Highway, east of Thornhill Road, north of Highway 542 W, and west of McKean Street, south of the City of Auburndale, in Section 15, Township 28, Range 25. State law requires one Planning Commission hearing, which was held February 4, 2025, with a recommendation of approval by a 7:0 vote.

RECOMMENDATION

Request Board set the adoption hearing date for March 17, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III
Land Development Division
863-534-6468
robertbolton@PolkFL.gov

Agenda Item R.7. 3/3/2026

SUBJECT

Accept Performance Surety in the amount of $880,502.11 in the form of Performance Bond No. 47SUR300214011307 for Touchstone Phase 1. (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. 47SUR300214011307 in the amount of $880,502.11 for outstanding construction items listed in the engineer's cost estimate. The Land Development Division has reviewed and recommends acceptance of this performance surety.

RECOMMENDATION

Request Board accepts Performance Bond No. 47SUR300214011307 in the amount of $880,502.11 for Touchstone Phase 1.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Rita Karacson
Land Development
863-534-6794
ritakaracson@polkfl.gov <mailto:ritakaracson@polkfl.gov>

Kimley»Horn

July 07, 2025

Mr. Gator Howerton Jr., P.E.
Polk County Land Development
330 West Church Street
Bartow, FL 33830

PROJECT: Touchstone Residential – Phase 1
PROJECT No: LDSUR-2025-48

Dear Mr. Howerton,

The cost of finalizing and completing the above-mentioned project for the purpose of filing the plat, in my opinion, should be as follows:

CREWS LAKE ROAD IMPROVEMENTS	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
Saw Cut EOP	470	LF	$ 5.15	$ 2,420.50
MOT	1	LS	$ 5,407.50	$ 5,407.50
Earthwork	1	LS	$ 25,331.78	$ 25,331.78
Fine Grade Widening and R/W	2090	SY	$ 2.16	$ 4,514.40
Sod Disturbed Area	2090	SY	$ 3.09	$ 6,458.10
14" Limerock Base (6" in lieu of slab)	995	SY	$ 49.71	$ 49,461.45
1.5" Asphalt Paving (Widening)	720	SY	$ 20.60	$ 14,832.00
Mill and Overlay w/ 1.5" FC Asphalt	2800	SY	$ 25.75	$ 72,100.00
Striping and Signage	1	LS	$ 7,776.50	$ 7,776.50
TOTAL CREWS LAKE ROAD IMPROVEMENTS				**$ 188,302.23**

YARBOROUGH AVE IMPROVEMENTS	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
Striping and Signage	1	LS	$ 3,605.00	$ 3,605.00
TOTAL YARBOROUGH AVE IMPROVEMENTS				**$ 3,605.00**

EARTHWORK (ENTIRE SITE INCLUDED) PH 1	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
Fine Grade R/W	25836	SY	$ 0.65	$ 16,793.40
Fine Grade Remaining Site	21351	SY	$ 0.30	$ 6,405.30
Seed and Mulch Lots	136909	SY	$ 0.37	$ 50,656.51
TOTAL EARTHWORK (ENTIRE SITE INCLUDED) PH 1				**$ 73,855.21**

ASPHALT AND CONCRETE PH 1	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
6" Limerock Base	2869	SY	$ 17.05	$ 48,924.97
1.5" SP 9.5 Asphalt Paving	14391	SY	$ 13.20	$ 189,960.90

Kimley»Horn

Miami Curb and Gutter	3249	LF	$ 14.40	$ 46,785.69
2' Sod Back of Curb	6565	SY	$ 3.09	$ 20,285.85
4' Common Area Sidewalk	2359	SF	$ 4.64	$ 10,945.76
4' Sidewalk along Crews Lake Dr.	5650	SF	$ 5.15	$ 29,097.50
Striping and Signage	1	LS	$ 9,991.00	$ 9,991.00
TOTAL ASPHALT AND CONCRETE PH 1				**$ 355,991.67**

SANITARY SEWER SYSTEM PH 1	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
Lift Station	1	EA	$ 38,197.59	$ 38,197.59
Lift Station Fencing	140	LF	$ 139.05	$ 19,467.00
Lift Station Concrete	1250	SF	$ 7.21	$ 9,012.50
Water Service to LS	1	LS	$ 4,099.75	$ 4,099.75
Single Service	2	EA	$ 570.65	$ 1,141.30
Double Service	3	EA	$ 992.43	$ 2,977.28
Air Test / T.V. Sanitary Sewer	1964	LF	$ 8.24	$ 16,183.36
TOTAL SANITARY SEWER SYSTEM PH 1				**$ 91,078.78**

STORM SEWER SYSTEM PH 1	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
Clean / T.V. Storm Sewer	7788	LF	$ 8.24	$ 64,173.12
TOTAL STORM SEWER SYSTEM PH 1				**$ 64,173.12**

WATER MAIN PH 1	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
8" DR 18 Water Main PH 1	222	LF	$ 37.41	$ 8,305.27
8" Fittings	2	EA	$ 641.54	$ 1,283.07
8" Gate Valves	2	EA	$ 781.86	$ 1,563.72
8" Water Conflicts	1	EA	$ 936.79	$ 936.79
Fire Hydrants	1	EA	$ 1,608.84	$ 1,608.84
2" Blow Off	1	EA	$ 642.06	$ 642.06
Single Service	1	EA	$ 1,054.40	$ 1,054.40
Double Service	3	EA	$ 1,268.36	$ 3,805.08
Pressure / BT Test Water Line	215	EA	$ 1.49	$ 321.41
TOTAL WATER MAIN PH 1				**$ 19,520.64**

MISCELLANEOUS ITEMS PH 1	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
Project Manager	1	LS	$ 1,489.37	$ 1,489.37
Field Supervisor	1	LS	$ 2,440.44	$ 2,440.44

Kimley»Horn

TOTAL MISCELLANOUS ITEMS PH 1				$ 3,929.81

PROJECT TOTAL				$ 800,456.46
PERFORMANCE 110% OF TOTAL				$ 880,502.11

Should you have any questions or require additional information, please contact me at 863-226-6863 or via email at marke.wilson@kimley-horn.com.

Best Regards,

KIMLEY-HORN AND ASSOCIATES, INC.

MARK E. WILSON LICENSED No. 47615 STATE OF FLORIDA PROFESSIONAL ENGINEER

Mark E. Wilson, P.E.
Senior Project Manager

PERFORMANCE BOND Bond No. 47SUR300214011307

KNOWN ALL MEN BY THESE PRESENTS, that We, Clayton Properties Group Inc. dba Highland Homes, as Principal, and Berkshire Hathaway Specialty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of NE and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), as Obligee, in the sum of Eight-Hundred Eighty Thousand Five Hundred Two and 11/100 ($ 880,502.11) Dollars (hereinafter the "Total Penal Sum"), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us.

WHEREAS, the County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed pursuant to the Subdivision Agreement, attached hereto as Exhibit "A" and incorporated into and made part of this Bond, to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "B" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Touchstone - Phase 1 platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to provide and maintain full performance security guaranteeing the completion and approval of all private or public on-site or off-site Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. The Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC within the time frame set forth in the Subdivision Agreement, and as verified by Polk County's Land Development Division. The Bond shall commence upon the date of issue by the Surety and remain in full force and effect until the Obligee releases the Bond (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.

2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the time specified in the Subdivision Agreement, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and the Surety shall forthwith pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed Improvements, or the plans, specifications and schedules covering same, shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed Improvements or the Plans, specifications and schedules.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at:

Berkshire Hathaway Specialty Insurance Company
1314 Douglas Street, Suite 1400
Omaha, NE 68102 - 1944.

The Principal at:

Clayton Properties Group, Inc. dba Highland Homes
3020 Florida Avenue South, Suite 101
Lakeland , FL 33803

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

THIS BOND DATED THE 28th DAY OF July, 2025,
(the date of issue by the Surety).

PRINCIPAL:

Witness

Clayton Properties Group, Inc. dba Highland Homes
Name of Corporation

By:

MILTON ANDRADE
Printed Name

D. Joel Adams, Vice President
Printed Name

Witness

Robert Fitzgerald
Printed Name

Title:

(SEAL)

CLAYTON PROPERTIES GROUP, INC. CORPORATE SEAL 1988 TENNESSEE

PRINCIPAL

STATE OF Polk
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30 day of July, 2025, by D. Joel Adams as Vice President (*title of officer*) of Clayton Properties Group Inc (*entity name*), on behalf of the on behalf of the Principal, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name Brandon Williams
My Commission Expires 10/15/28

BRANDON WILLIAMS
Notary Public-State of Florida
Commission # HH 603326
My Commission Expires
October 15, 2028

SURETY:

Josefina Rojo
Witness

Josefina Rojo
Printed Name

John P. Harney
Witness

John P. Harney
Printed Name

Berkshire Hathaway Specialty Insurance Company
Name of Corporation

By: Jessica Hernandez

Jessica Hernandez
Printed Name
Title:
(SEAL)

(ATTACH POWER OF ATTORNEY)

STATE OF IL
COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 28th day of July, 2025, by Jessica Hernandez as Attorney-in-Fact (*title of officer*) of Berkshire Hathaway Specialty Insurance Company (*entity name*), on behalf of the on behalf of the Surety, who [X] is personally known to me or [ ] has produced N/A as identification.

(AFFIX NOTARY SEAL)

M Labno
Notary Public
Print Name M Labno
My Commission Expires August 18, 2027

OFFICIAL SEAL
M LABNO
Notary Public, State of Illinois
Commission No. 976916
My Commission Expires August 18, 2027

EXHIBIT A

(Subdivision Agreement)

EXHIBIT B

(Engineer's Cost Estimate)

Kimley»Horn

July 07, 2025

Mr. Gator Howerton Jr., P.E.
Polk County Land Development
330 West Church Street
Bartow, FL 33830

PROJECT: Touchstone Residential – Phase 1
PROJECT No: LDSUR-2025-48

Dear Mr. Howerton,

The cost of finalizing and completing the above-mentioned project for the purpose of filing the plat, in my opinion, should be as follows:

CREWS LAKE ROAD IMPROVEMENTS	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
Saw Cut EOP	470	LF	$ 5.15	$ 2,420.50
MOT	1	LS	$ 5,407.50	$ 5,407.50
Earthwork	1	LS	$ 25,331.78	$ 25,331.78
Fine Grade Widening and R/W	2090	SY	$ 2.16	$ 4,514.40
Sod Disturbed Area	2090	SY	$ 3.09	$ 6,458.10
14" Limerock Base (6" in lieu of slab)	995	SY	$ 49.71	$ 49,461.45
1.5" Asphalt Paving (Widening)	720	SY	$ 20.60	$ 14,832.00
Mill and Overlay w/ 1.5" FC Asphalt	2800	SY	$ 25.75	$ 72,100.00
Striping and Signage	1	LS	$ 7,776.50	$ 7,776.50
TOTAL CREWS LAKE ROAD IMPROVEMENTS				**$ 188,302.23**

YARBOROUGH AVE IMPROVEMENTS	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
Striping and Signage	1	LS	$ 3,605.00	$ 3,605.00
TOTAL YARBOROUGH AVE IMPROVEMENTS				**$ 3,605.00**

EARTHWORK (ENTIRE SITE INCLUDED) PH 1	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
Fine Grade R/W	25836	SY	$ 0.65	$ 16,793.40
Fine Grade Remaining Site	21351	SY	$ 0.30	$ 6,405.30
Seed and Mulch Lots	136909	SY	$ 0.37	$ 50,656.51
TOTAL EARTHWORK (ENTIRE SITE INCLUDED) PH 1				**$ 73,855.21**

ASPHALT AND CONCRETE PH 1	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
6" Limerock Base	2869	SY	$ 17.05	$ 48,924.97
1.5" SP 9.5 Asphalt Paving	14391	SY	$ 13.20	$ 189,960.90

Miami Curb and Gutter	3249	LF	$ 14.40	$ 46,785.69
2' Sod Back of Curb	6565	SY	$ 3.09	$ 20,285.85
4' Common Area Sidewalk	2359	SF	$ 4.64	$ 10,945.76
4' Sidewalk along Crews Lake Dr.	5650	SF	$ 5.15	$ 29,097.50
Striping and Signage	1	LS	$ 9,991.00	$ 9,991.00
TOTAL ASPHALT AND CONCRETE PH 1				$ 355,991.67

SANITARY SEWER SYSTEM PH 1	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
Lift Station	1	EA	$ 38,197.59	$ 38,197.59
Lift Station Fencing	140	LF	$ 139.05	$ 19,467.00
Lift Station Concrete	1250	SF	$ 7.21	$ 9,012.50
Water Service to LS	1	LS	$ 4,099.75	$ 4,099.75
Single Service	2	EA	$ 570.65	$ 1,141.30
Double Service	3	EA	$ 992.43	$ 2,977.28
Air Test / T.V. Sanitary Sewer	1964	LF	$ 8.24	$ 16,183.36
TOTAL SANITARY SEWER SYSTEM PH 1				**$ 91,078.78**

STORM SEWER SYSTEM PH 1	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
Clean / T.V. Storm Sewer	7788	LF	$ 8.24	$ 64,173.12
TOTAL STORM SEWER SYSTEM PH 1				**$ 64,173.12**

WATER MAIN PH 1	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
8" DR 18 Water Main PH 1	222	LF	$ 37.41	$ 8,305.27
8" Fittings	2	EA	$ 641.54	$ 1,283.07
8" Gate Valves	2	EA	$ 781.86	$ 1,563.72
8" Water Conflicts	1	EA	$ 936.79	$ 936.79
Fire Hydrants	1	EA	$ 1,608.84	$ 1,608.84
2" Blow Off	1	EA	$ 642.06	$ 642.06
Single Service	1	EA	$ 1,054.40	$ 1,054.40
Double Service	3	EA	$ 1,268.36	$ 3,805.08
Pressure / BT Test Water Line	215	EA	$ 1.49	$ 321.41
TOTAL WATER MAIN PH 1				**$ 19,520.64**

MISCELLANEOUS ITEMS PH 1	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
Project Manager	1	LS	$ 1,489.37	$ 1,489.37
Field Supervisor	1	LS	$ 2,440.44	$ 2,440.44

TOTAL MISCELLANOUS ITEMS PH 1				$ 3,929.81

PROJECT TOTAL				$ 800,456.46
PERFORMANCE 110% OF TOTAL				$ 880,502.11

Should you have any questions or require additional information, please contact me at 863-226-6863 or via email at marke.wilson@kimley-horn.com.

Best Regards,

KIMLEY-HORN AND ASSOCIATES, INC.

MARK E. WILSON
LICENSED
No. 47615
STATE OF FLORIDA

Mark E. Wilson, P.E.
Senior Project Manager

TOTAL MISCELLANOUS ITEMS PH 1				$ 3,929.81

PROJECT TOTAL				$ 800,456.46
PERFORMANCE 110% OF TOTAL				$ 880,502.11

Should you have any questions or require additional information, please contact me at 863-226-6863 or via email at marke.wilson@kimley-horn.com

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Jessica Hernandez, Kimberly Bragg, Josefina Rojo, John P. Harney, Jacquelyn M. Norstrom, Haley Anderson, Matthew Labno, Melissa Heffernan, 353 N. Clark Street of the city of Chicago, State of Illinois,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this July 28, 2025.

_____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

Agenda Item R.8. 3/3/2026

SUBJECT

Approve HOME Investment Partnership (HOME) program 1) Homeowner Assistance Agreement and 2) Grant Agreement for the property located in Auburndale, FL., for Case #RC25-HOME-002. ($193,946.94 one-time expense).

DESCRIPTION

Approve Homeowner Assistance Agreement for Case #RC25-HOME-002 in the amount of $182,798.00 for a home replacement and a HOME Rehabilitation/Replacement program Grant Agreement in the amount of $11,148.94 construction soft costs, for a total project cost of $193,946.94.

RECOMMENDATION

Request approval of this HOME rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for Case #RC25-HOME-002.

FISCAL IMPACT

Funds are available in the Special Revenue Grant Fund.

CONTACT INFORMATION

Marie Smoker

Housing Administrative Supervisor

MariaSmoker@polkfl.gov

863-534-5241

This Document Prepared By:
Helen R. Sorhaindo
Housing and Neighborhood Development
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

HOME INVESTMENT PARTNERSHIP (HOME) REHABILITATION/REPLACEMENT/NEW CONSTRUCTION GRANT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, _____ between **Terrence Bennett and Daysha Bennett,** herein after referred to as "OWNER(s)" and Polk County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, the COUNTY has funds available for certain qualified real property owners for purposes of providing grants for the assistance of said owners in the repair and rehabilitation of certain improvements (their existing housing) found upon such owned real property; said real property being located within Polk County, Florida,

Legal description:
A Parcel of land lying in the NW 1/4 of Section 7, Township 28 South, Range 25 East, Polk County, Florida and being more particularly described as follows, to wit: From the NE corner of the NW ¼ of said Section 7, run North 89 degrees 45'00" West along the North boundary line of Section 7, a distance of 493.66 feet to a point; thence run South a distance of 445.39 feet to the Point of Beginning, from the Point of Beginning continue South a distance of 122.5 feet; thence run North 89 degrees 45'00" West a distance of 50 feet; thence run North a distance of 122.5 feet; thence run South 89 degrees 45'00" East a distance of 50 feet returning to the Point of Beginning. This parcel is further described as: Lot 35, Block 9, MIDWAY GARDENS, a subdivision according to the plat thereof recorded at Plat Book 21, Page 33, in the Public Records of Polk County, Florida.

Whereas the COUNTY has determined that the OWNER(s) meets all the eligibility criteria established for the aforementioned grants and is therefore eligible for a grant pursuant to the terms and provisions of said program; the parties thereto mutually agree as follows:

1. The OWNER(S) agrees to accept **Eleven Thousand One Hundred Forty-Eight Dollars and 94/100 ($11,148.94)** as a grant to be used for construction soft costs, temporary relocation benefits and closing costs. The OWNER(s) home is located at **2046 Alderman Rd., Auburndale, FL 33823.**

2. The COUNTY shall reserve the right, pursuant to the COUNTY'S own procedures, of final approval of all bids submitted from independent contractors relative to performing the rehabilitation and repair of the OWNER(s) home. The nature of the repair and rehabilitation work to be performed by said contractors will be indicated upon a work write-up document; said document being identified in the applicable repair and rehabilitation work contract entered into between the

OWNER(s) and any repair and rehabilitation contractor.

3. All notices to the OWNER(s), as provided for pursuant to the provisions of this agreement, shall be deemed to have been duly given when if personally delivered; the day after it was sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to the address of the OWNER(s) as given in Item 1 of this Agreement.

4. The amount of the Rehabilitation Grant and the total amount the OWNER(s) contracts to pay to the repair and rehabilitation contractor(s) shall be determined at the sole judgment and discretion of the COUNTY. All monies to be used for the benefit of the OWNER(s) pursuant to the aforesaid Rehabilitation Grant shall be held by the COUNTY. All payments coming due to any contractor(s) shall be made by the COUNTY. If, pursuant to the COUNTY spending a specified amount of the aforesaid Rehabilitation Grant in completion of repairing and rehabilitating there remain excess funds, such excess funds shall be credited to the reduction of the principal amount of the Rehabilitation Grant, said excess funds being no longer intended for use relative to the repair and rehabilitation of the OWNER(s) home.

5. The OWNER(s) will indemnify and hold the COUNTY harmless together with all the COUNTY'S employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out or in connection with the repair and rehabilitation of the OWNER(s) property (as described in Item 2) due to the OWNER(s) negligence.

6. The OWNER(s) filed application with the COUNTY dated **December 23, 2024** or a Rehabilitation/Reconstruction Assistance it is incorporated as part of this Agreement, by this reference.

7. This Agreement shall be binding upon the OWNER(s), and the estate, personal representatives, heirs and devises of a deceased OWNER(s).

8. The use in this Agreement of the word OWNER shall apply to the plural as well as the singular.

9. This Agreement shall be binding upon the OWNER(S), and the estate, personal representatives, heirs and devises of a deceased OWNER(S).

10. The use in this Agreement of the word OWNER(S) shall apply to the plural as well as the singular.

[Signatures on following page]

IN WITNESS WHEREOF, the OWNER(s) and COUNTY have executed this Agreement as of the day and year first above written.

ATTEST:

_____
Witness Signature

_____
Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

_____
Witness Signature

_____
Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

OWNER(S):

_____
Terrence Bennett

_____
Daysha Bennett

ATTEST:
CLERK OF COURT
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County Florida, a political subdivision of the State of Florida

By:_____
Martha Santiago, Ed. D., Chair Date
Board of County Commissioners

[Notary Certificate on following page]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Terrence Bennett, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Daysha Bennett, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

This Document Prepared By:
Helen R. Sorhaindo
Housing and Neighborhood Development
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

POLK COUNTY HOME INVESTMENT PARTNERSHIP (HOME0 REHABILITATION/REPLACEMENT/NEW CONSTRUCTION HOMEOWNER ASSISTANCE AGREEMENT CASE NUMBER: RC25-HOME-002

HOMEOWNER: Terrence Bennett and Daysha Bennett
PROPERTY ADDRESS: 2046 Alderman Rd., Auburndale, FL 33823

THIS AGREEMENT is entered into this _____ day of _____, _____ by Polk County, a political subdivision of the State of Florida and **Terrence Bennet and Daysha Bennett** (hereinafter referred to as the "HOMEOWNER").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, Polk County has been designated by the United States Department of Housing and Urban Development (HUD) as a participating jurisdiction for the receipt and use of funds as provided by the HOME Investment Partnerships Program ("HOME") as provided in HUD regulations, 24 CFR §92; and,

WHEREAS, Polk County has been designated by HUD as the allocating authority for the HOME funds; and,

WHEREAS, Polk County has agreed to use the HOME funds to assist with the financing of the Rehabilitation/Replacement/New Construction of homes that meet the requirements as set forth in HUD regulations, 24 CFR § 92 as amended by HUD, and Polk County's rehabilitation program.

NOW, THEREFORE, Polk County and the HOMEOWNER do mutually agree with the following:

(1) FORM OF ASSISTANCE
HOME funds shall be used as a non-amortizing, zero percent (0%) interest rate, Deferred Payment Loan (DPL) in the principal amount of **$182,798.00** to assist with a Rehabilitation/Replacement of an owner-occupied home and a grant agreement in the amount of **$11,148.94** for construction soft costs.

(2) USE OF FUNDS
The HOME funds shall be used to finance Rehabilitation/Replacement/New Construction of single-family dwellings

(3) AFFORDABILITY PERIOD
The HOME affordability period is **fifteen (15) years.** The affordability period begins from the date of recording the Deferred Mortgage and Security Agreement that is subject to this Agreement.

The HOMEOWNER must occupy the home throughout the duration of the affordability period pursuant to 24 CFR Part 92.254 (a) (4). Failure to comply with the provisions set forth constitutes a default and may result in repayment/ recapture of the loan as referenced in provision (4) below. The affordability period begins the date of recording of the Deferred Mortgage and Security Agreement.

(4) REPAYMENT/RECAPTURE
The HOME loan is a zero percent (0%) interest Deferred Payment Loan and will be required to be repaid from the date of the loan, if one of the following events occurs.

a) The HOMEOWNER sells, transfers or disposes of the property or home either voluntarily or involuntarily;
b) The HOMEOWNER fails or ceases to occupy the home as their principal residence;
c) The HOMEOWNER, or if the HOMEOWNER is married, the survivor of the HOMEOWNER or the HOMEOWNER's spouse dies, and the heir(s) to the property is not a low-income person as defined by program criteria. Polk County Housing and Neighborhood Development ("HND") staff will determine the heir's income eligibility, and if the heir(s) is income eligible, a modification of the loan will be prepared and presented for approval by the Polk County Board of County Commissioners. If the heir is found not to be income eligible, at the option of Polk County, an agreement for repayment may be initiated immediately upon establishment of new ownership; or
d) The HOMEOWNER refinances the first mortgage loan at which time the remaining principal balance is due and payable to Polk County.
e) The HOMEOWNER violates any terms of the Mortgage and Security Agreement or Mortgage Note entered into with Polk County.

In the event of a voluntary (sale) or involuntary (foreclosure) transfer of the property during the applicable period of affordability, Polk County will recapture all of the HOME Subsidy funds provided to the HOMEOWNER.

If the net proceeds from a voluntary (sale) or involuntary (foreclosure) sale are insufficient to repay the amount of the HOME subsidy, the County shall recapture the balance due on the loan or 100% of net proceeds from the sale, whichever is less. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the HOMEOWNER.

5) PROJECT REQUIREMENT

Polk County and the HOMEOWNER agree to comply with the following project requirements as set forth in HUD regulations, 24 CRF § 92 Subpart F:

(a) The HOMEOWNER certifies that the property will be his principal residence for the life of this loan and that at the time of application and approval the HOMEOWNER's income, said income did not exceed eighty percent (80%) area median income as determined by HUD with adjustments for family size.

$72,000.00 County Area Median Income (adjusted for family size)
80% Percentage (%) AMI Level of HOMEOWNER
$50,048.67 HOMEOWNER's Annual Income

(b) The property is located in Polk County and will have after-rehabilitation or Replacement appraised value equal to or less than ninety-five percent (95%) median sales price of the area in accordance with the Single-Family Mortgage Limits under Section 203 (b) of the National Housing Act. Polk County has reviewed the household income and the property value requirements in accordance with HOME Program requirements and has approved this project eligible for funding.

(c) The HOMEOWNER must maintain the property in good physical condition for the life of the loan. The HOMEOWNER must be current with the payment of property taxes, HOMEOWNER's insurance, homestead exemption, and flood insurance if applicable. Polk County must be named as an additional insured on all of the HOMEOWNER's insurance policies and a copy of this policy must be provided to Polk County.

6) HOUSING AND QUALITY STANDARDS

The property, after Replacement/New Construction, must meet Florida Housing's Minimum Rehabilitation Standards, Section 8 Housing Quality Standards (HQS) or the local or Florida Building Code (latest edition), whichever is more stringent. Polk County shall verify the property has met the housing and quality standards as evidenced by an issuance of a Certificate of Occupancy upon final inspection of the property that is the subject of the Rehabilitation/ Replacement/New Construction.

7) OTHER PROGRAM REQUIREMENTS

The HOME assisted unit must comply with the following, as applicable:

(a) 24 CFR § 92; The Code of Federal Regulations dealing with Housing and Urban Development's HOME Investment Partnership Programs.
(b) Lead-based Paint requirements as enumerated in 24 CFR § 92.355, 42 U.S.C.4821 et seq., 24 CFR § 35 and 24 CFR 982.401(j) (except paragraph 982.40 (j)(1)(i), which are adopted and incorporated herein by reference; and

(c) Flood insurance requirements as enumerated in Section 202 of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), which is acknowledged and incorporated herein by reference.

8) REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEOWNER agrees that HOME funds shall only be used for eligible HOME activities. The HOMEOWNER also agrees that any work done by a licensed contractor in performance of this Agreement shall be done pursuant to a written contract, and only after all necessary permits are obtained.

Polk County shall reserve the right, pursuant to Polk County's own procedures, of final approval of all bids submitted from independent contractors relative to performing the rehabilitation and repair of HOMEOWNER's home. The nature of the Rehabilitation/ Replacement/New Construction work to be performed by said contractors will be indicated upon a work write-up document; said document being identified in the applicable Replacement/New Construction work contract entered into between the HOMEOWNER and any Rehabilitation/ Replacement/New Construction contractor. The HOMEOWNER shall select the contractor(s) with Polk County's approval to perform the Rehabilitation/ Replacement/New Construction work upon the HOMEOWNER's aforesaid home. Polk County shall in combination with the HOMEOWNER supervise the contractor(s) selected by the HOMEOWNER relative to the Rehabilitation/ Replacement/New Construction of the HOMEOWNER's aforesaid home. Polk County and the HOMEOWNER, as provided for in the applicable Rehabilitation/ Replacement/New Construction work contract entered into between the OWNER and any Rehabilitation/Replacement/New Construction contractor, have the right to terminate or abandon the work contemplated pursuant to such contract.

Polk County shall have the right to enforce the provisions of said work contract by the employment of all legal methods deemed necessary in the judgment of Polk County; including the filing and prosecution of Breach of Contract court claims against applicable Rehabilitation/Replacement/New Construction contractors. If the HOMEOWNER fails to execute and otherwise enter into said Rehabilitation/Replacement/New Construction work contract with the said HOMEOWNER selected contractor(s) within five (5) days from receipt of written request by Polk County or its authorized agent, Polk County may, upon written notice to the HOMEOWNER, immediately terminate this Agreement without penalty whatsoever.

The amount of the Rehabilitation/Replacement/New Construction Loan and the total amount the HOMEOWNER contracts to pay for the Rehabilitation/ Replacement/New Construction contractor(s) shall be determined at the sole judgment and discretion of Polk County. All monies to be used for the benefit of the HOMEOWNER pursuant to the aforesaid Rehabilitation/Replacement/ New Construction Loan shall be held by Polk County. All payments coming due to any contractor(s) shall be made by Polk County with written approval of HOMEOWNER pursuant to the terms and provisions of the executed Rehabilitation/Replacement/New Construction work contract existing between the HOMEOWNER and the contractor(s).

Upon receipt of the contractor's proper mechanic's lien waiver, if applicable, Polk County shall request a final draw. If there are funds remaining after all work has been completed, inspected and accepted and all soft costs paid in full, Polk County shall adjust the amount of the loan and de-obligate the remaining funds. The HOMEOWNER will receive documentation of outstanding loan balance.

9) ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced and secured by a Lien/Promissory Note ("Note") and a Mortgage on the property. Should there exist any prior Mortgage liens against said property, Polk County may elect to insist that said prior Mortgage liens be made inferior to any Mortgage granted by the HOMEOWNER. Failure by the HOMEOWNER to comply with the terms of this Agreement and the Note and Mortgage shall be considered a default and appropriate legal actions shall be taken to enforce the terms and conditions of the Agreement.

10) DURATION OF THE AGREEMENT

The HOME funds in the amount of **$182,798.00** are provided as a direct HOME Subsidy in the form of a Deferred Payment Loan (DPL) of a 15-year (0%) interest loan. The 15-year affordability period begins from the recording date of the Deferred Mortgage and Security Agreement that is subject to this Agreement. This Agreement will terminate, and the total amount of the DPL loan will be forgiven at the end of the 15th year as long as the home remains the principal residence of the HOMEOWNER and all other terms of this Agreement, Note and Mortgage are met.

11) OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act by the HOMEOWNER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving Polk County.

All notices to the HOMEOWNER, as provided for pursuant to the provisions of this Agreement, shall be deemed received by the HOMEOWNER upon deliverance by U.S. Mail, or otherwise, or an appropriate written communication to the HOMEOWNER's home address as listed in this Agreement.

The HOMEOWNER shall be responsible for all costs, including reasonable attorney's fees, incurred by Polk County in the enforcement of the provisions of this Agreement, Mortgage, or Note, whether legal suit is brought or not.

The HOMEOWNER will indemnify and hold Polk County harmless together with all of Polk County's employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out of or in connection with the

Replacement/New Construction of the HOMEOWNER's property due to the HOMEOWNER's negligence.

The HOMEOWNER filed application with Polk County dated **December 23, 2024** for a Rehabilitation/Replacement/New Construction Loan that is incorporated as part of this Agreement, by this reference.

This Agreement shall be binding upon the HOMEOWNER, the estate, personal representatives, heirs and devises of a deceased HOMEOWNER.

No delay or omission of Polk County to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

The use in this Agreement of the word HOMEOWNER shall apply to the plural as well as the singular.

[Signatures on following page]

IN WITNESS WHEREOF, the OWNER(s) and COUNTY have executed this Agreement as of the day and year first above written.

ATTEST:

_____
Witness Signature

_____
Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

OWNER(S):

_____
Terrence Bennett

_____
Witness Signature

_____
Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

_____
Daysha Bennett

ATTEST:
CLERK OF COURT
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County Florida, a political subdivision of the State of Florida

By:_____
Martha Santiago, Ed. D., Chair Date
Board of County Commissioners

[Notary Certificate on following page]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Terrence Bennett, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Daysha Bennett, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

HOME FUNDS
Estimated Project Costs
Rehabilitation/Replacement
11139.340554009.5334420

Homeowner:	Terrence Bennett		Case No. RC25-HOME-002	
	Daysha Bennett			
	2046 Alderman Rd			
	Auburndale, FL 33823			
Bid Amount	$	182,798.00	$	182,798.00
HO Contribution				
0% Payback Mortgage				
Deferred Mortgage	$	182,798.00	$	182,798.00

Soft Costs (Replacement HOME GRANT)

Service Delivery	$	4,752.94	$	4,752.94
Appraisal	$	400.00	$	400.00
Survey	$	-	$	-
Prints	$	450.00	$	450.00
Septic Tank Pumpout	$	650.00	$	650.00
Soil Test	$	160.00	$	160.00
Septic Tank Permit	$	180.00	$	180.00
Temp. Relocation	$	3,825.00	$	3,825.00
NOC Recording Fee	$	13.00	$	13.00
Mortgage Document Stamp	$	640.00	$	640.00
Mortgage Recording Fee	$	78.00	$	78.00
Total	$	11,148.94	$	11,148.94

TOTAL PROJECT COSTS	$	**193,946.94**

****

Polk Deferred Mortgage & Security Agreement	$	182,798.00
0% Payback Mortgage	$	-
Grant Agreement	$	11,148.94
TOTAL	$	**193,946.94**

This Document Prepared By:
Helen R. Sorhaindo
Housing and Neighborhood Development
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

HOME INVESTMENT PARTNERSHIP (HOME) REHABILITATION/REPLACEMENT/NEW CONSTRUCTION DEFERRED MORTGAGE AND SECURITY AGREEMENT CASE NUMBER: RC25-HOME-002

This Mortgage and Security Agreement ("Mortgage") is given this _____ day of _____, _____. The Mortgagor(s) **Terrence Bennett and Daysha Bennett, Husband and Wife, whose post office address is 2046 Alderman Rd., Auburndale, FL 33823** "Owner(s)"), agrees to give the Mortgage to Polk County, a political subdivision of the State of Florida ("Lender"). Owner(s) owes the Lender the principle sum of **One Hundred Eighty-Two Thousand Seven Hundred Ninety-Eight and No/100 Dollars ($182,798.00).** This debt is evidenced by Owner's Mortgage Note ("Note") dated the same date as this Mortgage which provides for the debt of this Mortgage.

I. DUTIES AND OBLIGATIONS

1. Owner(s), in order to secure the performance of the Owner(s) of all agreements and conditions in the Note, This Mortgage, and any other loan agreements or instruments security the Note does hereby mortgage, pledge, assign and grant a security interest to Lender in the following described property (hereinafter referred to as "Property"), situated at **2046 Alderman Rd., Auburndale, FL 33823** and more particularly described as:

Legal description of property:
A Parcel of land lying in the NW 1/4 of Section 7, Township 28 South, Range 25 East, Polk County, Florida and being more particularly described as follows, to wit: From the NE corner of the NW ¼ of said Section 7, run North 89 degrees 45'00" West along the North boundary line of Section 7, a distance of 493.66 feet to a point; thence run South a distance of 445.39 feet to the Point of Beginning, from the Point of Beginning continue South a distance of 122.5 feet; thence run North 89 degrees 45'00" West a distance of 50 feet; thence run North a distance of 122.5 feet; thence run South 89 degrees 45'00" East a distance of 50 feet returning to the Point of Beginning. This parcel is further described as: Lot 35, Block 9, MIDWAY GARDENS, a subdivision according to the plat thereof recorded at Plat Book 21, Page 33, in the Public Records of Polk County, Florida.

2. All improvements now or hereafter erected on the Property; and
   A. All easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and improvements, structures and fixtures attached to the Property, now and hereafter; and
   B. All rents, issues, profits, revenue, income, condemnation awards, insurance proceeds and other benefits from the property described above; provided, however, that

permission is hereby given to Owner so long as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable.

3. Owner(s) warrants that Owner is indefeasibly seized of the Property in fee simple, and that the Owner has lawful authority to convey, mortgage and encumber the Property. Owner warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

4. Owner(s) agree that Owner(s), his heirs, and legal representatives shall;
   A. Perform and comply with, and abide by all stipulations, agreements, conditions and covenants of this Mortgage and the Note, and shall duly pay all taxes and all insurance premiums reasonably required, and
   B. Shall duly pay all taxes and all insurance premiums reasonably required, and
   C. Keep the buildings on the premises in good repair and preservation, and
   D. Pay all costs and expenses including reasonable attorney's fees that Lender may incur in collecting money secured by this Mortgage, and also enforcing this Mortgage by suit or otherwise, and
   E. Fulfill all Owner's obligations under any home rehabilitation, improvement, repair or other loan agreement, which Owner enters into with Lender.

II. EVENTS OF DEFAULT

1. Any one of the following shall constitute an event of default:
   A. Owner(s) fails to repair or replace any buildings or improvements damaged by fire or other casualty to the satisfaction of the Lender, or
   B. Owner(s) fails to maintain the Property in conformance with all local building, zoning and other applicable ordinances or codes, or
   C. The Property is sold or otherwise transferred without Lender's written approval, or
   D. If the Dwelling ceases to be the full-time residence of the Owner while the mortgage remains a lien thereon without Lender's written approval, or
   E. Owner refinances the property without prior consent from the Lender, or
   F. Owner(s) violates any other terms, covenants, provisions, or conditions of this Mortgage, the Note, other loan agreements or instruments securing the Note, or the Homeowner Assistance Agreement.

2. Acceleration Remedies. If an event of default shall have occurred, the Lender, at the Lender's option, may declare the outstanding principal amount of the Note and all other sums secured hereby, to be due and payable immediately. Upon such declaration, such principal and other sums shall immediately be due and payable without demand or notice and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum.

   The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note

shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal of the Note within thirty (30) days of default. Failure of the Owner to pay the principal amount of the Note or execute an Alternative Note within thirty (30) days of defaults of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover the Note.

Furthermore, the Owner agrees that the Lender may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to; (a) enforce payment of the Note or the performance of any term thereof or any other right; (b) foreclose this Mortgage and to sell, as an entirely or in separate lots or parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction; and (c) pursue any other remedy available to it.

No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note, is exclusive of any other right, power of remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument security the Note, now or hereafter existing at law, in equity or by statute.

III. GENERAL PROVISIONS

1. No waiver. No delay or omission of Lender to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy, or shall be construed to waive any event of default or to constitute acquiescence therein.
2. Governing Law. This Mortgage and all disputes as to the subject matter of this Mortgage between Owner(s) and Lender shall be governed by the laws of Florida.
3. Venue. All disputes involving the subject matter of this Mortgage shall be brought in a competent court in Polk County, Florida.
4. Modification of Agreement. All modifications to this Mortgage must be in writing and signed by both Owner(s) and Lender.
5. Separation of Inappropriate Provisions. If any provision of this Mortgage shall be deemed inappropriate by a court, the inappropriate provision shall be severed, and the rest of this Mortgage shall remain enforceable between Owner(s) and Lender.

Successors and Assigns Bound. This mortgage shall be binding on the parties, their assigns, successors, representatives or administrators. In the event that a sole Owner should die, or upon the death of the survivor of Joint Owners, the obligations created herein shall be binding upon the Estate, personal representative, heirs, or devisee of the deceased Owner.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Witness Signature

Terrence Bennett

Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

Witness Signature

Daysha Bennett

Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

[Notary Certificate on following page]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Terrence Bennett, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Daysha Bennett, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

This Document Prepared By:
Helen R. Sorhaindo
Housing and Neighborhood Development
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

HOME INVESTMENT PARTNERSHIP (HOME) REHABILITATION/REPLACEMENT/NEW CONSTRUCTION DEFERRED MORTGAGE AND SECURITY AGREEMENT MORTGAGE NOTE

NAME: Terrence Bennett
Daysha Bennett
LOAN AMOUNT: $182,798.00

CASE NUMBER: RC25-HOME-002
ADDRESS:2046 Alderman Rd
Auburndale, FL 33823

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantor is **Terrence Bennett and Daysha Bennett** whose post office address is **2046 Alderman Rd., Auburndale, FL 33823** ("Owner(s)"). For value, the Owner jointly and severally promise to pay to the order of Polk County ("County"), a political subdivision of the State of Florida **One Hundred Eighty-Two Thousand Seven Hundred Ninety-Eight and No/100 Dollars ($182,798.00),** payable in one installment at Bartow, Florida or at such a place as may hereafter be designated in writing by the County. This debt is secured by the Mortgage and Security Agreement ("Mortgage") dated the same date as this Note.

The Note shall be for a period of **fifteen (15) years** begins from the recording of the Deferred Mortgage and Security Agreement, as referenced in the HOME Program Rehabilitation/Replacement Program Homeowner Assistance Agreement. Repayment of this Note shall take place in the following manner:

1. If a default occurs, the Note shall be due and payable in full.

2. If no default occurs, the debt shall be permanently forgiven at the expiration of the **fifteenth (15th) year.**

The Owner reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

This Note incorporates, and is incorporated into, the Mortgage of even date of the Property described above.

If default be made in the payment of any sums mentioned herein or in said Mortgage, or in the performance of the mortgage, then the entire principal sum shall at the option of the County become at once due and collectible without notice, time being of the essence, and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of this Note within thirty (30) days of default of the deferment. Failure of the Owner to pay the principal amount of this Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover on this Note.

If a suit is instituted by the County to recover on this Note, the Owner agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

This Note is secured by a Mortgage on real estate of even date duly filed for record in Polk County, Florida, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Demand, protest and notice of demand and protest are hereby waived, and the Owner hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Each person liable hereon whether maker or his heirs, legal representatives or assigns, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this Note or default hereunder, or said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the terms "holder", "maker", and "payee" shall be construed in the singular or plural as the context may require or admit.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Witness Signature

Terrence Bennett

Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

Witness Signature

Daysha Bennett

Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

[Notary Certificate on following page]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Terrence Bennett, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Daysha Bennett, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

Effective January 1, 2025

RESIDENT INCOME CERTIFICATION – Homeownership/DPA

Florida Housing Finance Corporation
State Housing Initiatives Partnership (SHIP) Program

Effective Date: _____ Allocation Year: _____

A. **Recipient Information** (select one)

a. ☑ Current homeowner

b. ☐ Home buyer ☑ Existing Dwelling ☐ Newly Constructed Dwelling

B. **Subsidy Use** (check all that apply)

☐ Down Payment Assistance
☐ Closing Costs
☐ Interest Subsidy
☐ Loan Guarantee
☐ Principal Buy Down
☑ Rehabilitation
☐ Emergency Repair
☐ Other

C. **Household Information:** Include all household members

Member	Full Name	Relationship to Head	Age
1	Terrence Bennett	HEAD	40
2	Daysha Bennett	Spouse	38
3	Terriel Bennett	Child	13
4	Terrence Bennet	Child	9
5	Tammerick Bennett	Child	7
6			
7			
8			

D. **Assets:** All household members including assets owned by minors

Member	Asset Description	Cash Value	Income from Assets
1	Navy FCU Savings Account #7521 ($505.32)	0.00	1.31
2	Navy FCU Savings Account #8800 ($0.86)	0.00	0.00
3	Sutton Bank Cash App #7774 ($1.88)	0.00	0.00
4	Sutton Bank Cash App #6965 ($9.24)	0.00	0.00
5	Sutton Bank Cash App Savings Account ($0.00)	0.00	0.00
6	Navy FCU Checking Account #9702 ($0.00)	0.00	0.00
7			
8	See attachment for additional accounts	0.00	0.00
Total Cash Value of Assets D(a)		$ 0.00	
Total Income from Assets		D(b)	$ 1.31
If line D(a) is greater than $51,600: Add the income from any assets for which actual income can be calculated, then calculate the imputed income for the assets where actual income cannot be calculated. To calculate imputed income, multiply the amount of assets where actual income cannot be calculated by the HUD specified rate		D(c)	$ 0.00

(.45%). Combine both amounts and enter results in D(c), which must be counted on page two alongside other sources of household income.	1.31

E. **Anticipated Annual Income**: Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission, bonuses and	Benefits / Pensions	Public Assistance	Other Income	*Asset Income
1		11,604.00			(Enter the greater of **box D(b)** or box D(c), above, in box **E(e)** below)
2				$ 26,394.04	
3				1,272.00	
4		10,777.32			
5					
6					
7					
8					
	(a)	(b)	(c)	(d)	(e)
Totals	$ 0.00	$ 22,381.32	$ 0.00	$ 27,666.04	$ 1.31
Enter total of items E(a) through E(e). This amount is the **Annual Anticipated Household Income**					$ 50,048.67

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. **WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

_____ Date _____
Signature of Head of Household

_____ Date _____
Signature of Spouse or Co-Head of Household

_____ Date _____
Signature of Household Member (over 18 years)

_____ Date _____
Signature of Household Member (over 18 years)

_____ Date _____
Signature of Household Member (over 18 years)

_____ Date _____
Signature of Household Member (over 18 years)

Effective January 1, 2025

G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

☐ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

☐ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

☑ **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: $ 72,000.00

☐ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

☐ **121-140% Income Household** means individuals or families whose annual income does not exceed 140% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

Based upon the Income Limits for 2025 (year) (MSA or County) Polk County

Signature of the SHIP Administrator or His/Her Designated Representative:

Signature _____ Date 04/17/2025

Name (print or type) Marie Smoker Title Housing Administrative Supervisor

H. **Household Data** (to be completed by Head of Household only)

Household elects to not participate.						(Initials of Household Head)			
Head of Household Data									
By Race / Ethnicity						**By Age**			
White	Black	Hispanic	Asian	American Indian	Other	**0 - 25**	**26 - 40**	**41 - 61**	**62 +**
	5					3	2		
Household Members Data									
Special Target / Special Needs (Check all that apply to any member)									
Farm worker	**Developmentally Disabled**	**Homeless**	**Elderly**	**Special Needs (define)**	**Special Needs (define)**				
☐	☐	☐	☐	SSDI					

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information

unless they desire to do so. Refusal to provide information in this Section will not affect any right household has as residents. There is no penalty for households that do not complete the form.

Florida Housing Finance Corporation **State Housing Initiatives Partnership (SHIP) Program** **Asset Guidelines** Follow these guidelines when completing Section D of the Resident Income Certification (RIC) form.
Net family assets are defined as the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of investment, except as excluded.

ANNUALLY ADJUSTED ASSET THRESHOLD AMOUNT AND VERIFICATION REQUIREMENTS
• When the total net value of assets **is equal to or less than $51,600**, the family may self-certify assets.
• The threshold amount effective January 1, 2025 is $51,600.
• When the total net value of assets **exceeds $51,600**, each asset must be verified.
• The most current bank statement may be used to verify checking and savings account.

INSTRUCTIONS FOR COMPLETING SECTION D (NET FAMILY ASSETS) ON RESIDENT INCOME CERTIFICATION FORM
• Include assets owned by all family members, including assets owned by minors. Do not include assets owned by foster adults or foster children.
• Include only those assets that are not excluded from net family assets (see below for a list of exclusions).
• Actual income from assets is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded by 24 CFR § 5.609(b).
• Calculate and include imputed income only when the following 3 conditions are met: 1. The value of net family assets exceeds $51,600. 2. The specific asset is included in net family assets; and 3. Actual asset income cannot be calculated for the specific asset. • The Passbook Rate should be used to calculated imputed income. The current rate is 0.45%.
• Actual income can be $0.00. For example, a checking account with a 0% interest rate has an actual income of $0.00. Imputed income would not be calculated.
• The cash value of real property or other assets with negative equity would be considered $0 for the purposes of calculating net family assets.

REQUIRED EXCLUSIONS FROM NET FAMILY ASSETS
• The value of necessary items of personal property (see below for a list of necessary personal property).
• The value of all non-necessary items of personal property with a total combined value of $51,600 or less, annually adjusted for inflation.
• The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including Individual Retirement Accounts (IRAs), employer retirement plans (e.g., 401(k), 403(b)), and retirement plans for self-employed individuals.
• The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.
• Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family being a person with disabilities.
• The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986; the

value of any qualified tuition program under section 529 of such Code; and the amounts in, contributions to, and 61 distributions from any Achieving a Better Life Experience (ABLE) account authorized under section 529A of such code.
• The value of any "baby bond" account created, authorized, or funded by the federal, state, or local government (money held in trust by the government for children until they are adults).
• Interests in Indian trust land.
• Equity in a manufactured home where the family receives assistance under 24 CFR Part 982.
• Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR Part 982.
• Family Self-Sufficiency accounts.
• Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.
• The full amount of assets held in an irrevocable trust.
• The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family or household.

EXAMPLES OF NECESSARY AND NON-NECESSARY PERSONAL PROPERTY (This is not an exhaustive list.)	
Necessary Personal Property (Excluded from Net Family Assets)	**Non-Necessary Personal Property (Excluded when total is equal to/less than $51,600)**
• Car(s)/vehicle(s) that a family relies on for transportation for personal or business use (e.g., bike, motorcycle, skateboard, scooter)	• Recreational car/vehicle not needed for day-to-day transportation (campers, motorhomes, travel trailers, all-terrain vehicles (ATVs))
• Furniture, carpets, linens, kitchenware	• Bank accounts or other financial investments (e.g., checking account, savings account, stocks/bonds)
• Common appliances	• Recreational boat/watercraft
• Common electronics (e.g., radio, television, DVD player, gaming system)	• Expensive jewelry without religious or cultural value, or which does not hold family significance
• Clothing	• Collectibles (e.g., coins/stamps)
• Personal effects that are not luxury items (e.g., toys, books)	• Equipment/machinery that is not used to generate income for a business
• Wedding and engagement rings	• Items such as gems/precious metals, antique cars, artwork, etc.
• Jewelry used in religious/cultural celebrations and ceremonies	
• Religious and cultural items	
• Medical equipment and supplies	
• Health care–related supplies	
• Musical instruments used by the family	
• Personal computers, phones, tablets, and related equipment	
• Professional tools of trade of the family, for example professional books	
• Educational materials and equipment used by the family, including equipment to accommodate persons with disabilities	
• Equipment used for exercising (e.g., treadmill, stationary bike, kayak, paddleboard, ski equipment)	
• Items of personal property not considered necessary will be classified as non-necessary.	

Effective January 1, 2025

Florida Housing Finance Corporation
State Housing Initiatives Partnership (SHIP) Program Asset Self-Certification
(Complete only one form per household; include assets of children.)

For the following asset types, include the current Cash Value of **each** asset held by any family member and the actual income that the asset earns. *Cash value is ***current*** **market value minus cost to convert** an asset to cash, such as broker's fees, settlement costs, outstanding loans, penalties for early withdrawal, etc.*

Household Name:	

PART I. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE(FMV)

☐ **Yes**	☐ **No**	Within the past two (2) years, I/we have sold or given away assets below their fair market value (FMV).

Asset #1:		Date of Disposal:		FMV - amt received:	$
Asset #2:		Date of Disposal:		FMV - amt received:	$

PART II: FEDERAL TAX RETURN OR REFUNDABLE FEDERAL TAX CREDIT

Have you received a federal tax return or refundable federal tax credit in the last 12 months?	☐ **Yes**	☐ **No**
Amount of return/credit:	$	

PART III: NON-NECESSARY PERSONAL PROPERTY (NNPP)

☐	**I/we have non-necessary personal property which is listed here'**
☐	**I/we do not have any non-necessary personal property**

Type of Asset	(A) Cash Value*	(B) Annual Income	Type of Asset	(A) Cash Value*	(B) Annual Income
Cash on Hand	$	N/AP	Cryptocurrency	$	$
Pre-paid Debit Card (including Govt. Benefits)	$	N/AP	Money Market/ CD	$	$
Checking/Savings	$	$	Annuities	$	$
Checking/Savings	$	$	Brokerage Account	$	$
Savings	$	$	Stocks/Bonds	$	$
Internet based assets (Cash App, Venmo, PayPal, Crowdfunding,	$	$	Other: ____	$	$

etc.)					
Whole Life Ins	$	$	Other: ____	$	$

Non-Account Based Possessions not general held in an account such as vehicles used for recreation (e.g., RVs, ATVs, and Boats), antique cars, collectibles (e.g. stamps, jewelry, coins, and artwork.), and equipment/machinery that is not used to generate income for a business	
Description	**(A) Cash Value ***
	$
	$
	$
	$

PART IV. REAL PROPERTY	
☐	**I/we have real property which is listed here.**
☐	**I/we do not have any real property.**

Description of Property	**(C) Cash Value***	**(D) Income**
	$	$
	$	$

Under penalty of perjury, I/we certify that the information presented in this certification is true and accurate to the best of my/our knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in the termination of a lease agreement.

Signature of Applicant/Tenant	Date	Signature of Applicant/Tenant	Date

PENALTIES FOR MISUSING THIS CONTENT: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than $5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7), and (8). Violations of these provisions are cited as violations of 42 USC 408 (a), (6), (7), and (8).

LENDER OR LENDER'S AGENT:
Polk County Board of County Commissioners
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Truth-In-Lending Disclosure Statement

THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND

BORROWERS: Terrence Bennett
Daysha Bennett
PROPERTY ADDRESS: 2046 Alderman Rd.
Auburndale, FL 33823

☐ Preliminary ☒ Final
DATE_____
LOAN NO. RC25-HOME-002
Type of Loan: Owner Occupied Replacement
Base Amount: $182,798.00
Interest Rate: 0.00 %

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
The cost of your credit at a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you on your behalf	The amount you will have paid after all scheduled payments
0.00 %	**$0.00**	**$182,798.00**	**$182,798.00**

PAYMENT SCHEDULE:

Number of Payments	Amount of Payments	When Payments are Due
1	**$182,798.00**	If in default

DEMAND FEATURE: ☒ This loan does not have a Demand Feature ☐ This loan has a Demand Feature as follows:

VARIABLE RATE FEATURE: ☐ This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: You are giving a security interest in the property located at:**2046 Alderman Rd., Auburndale, FL 33823**

ASSUMPTION: Someone buying this property ☐ cannot assume the remaining balance due under original mortgage terms ☒ may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

FILING/RECORDING FEES: $731.00

PROPERTY INSURANCE: ☒ Property hazard insurance in the amount of $182,798.00 with a mortgage clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender.
Hazard Insurance ☐ is ☒ is not available through the lender at an estimated cost of for a year term.

LATE CHARGES: If your payment is more than 0 days late, a late charge of $00.00 will be assessed

PREPAYMENT: You have the right to pay off the obligation early and you will not have to pay a penalty.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

ACKNOWLEDGEMENT OF RECEIPT

I/We acknowledge receipt of this Truth-in-Lending disclosure statement.

Terrence Bennett _____ Date

Daysha Bennett _____ Date

N/A _____ Date

N/A _____ Date

INSTR # 2019036961
BK 10758 Pgs 2010-2012 PG(s)3
02/25/2019 09:51:11 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00
DEED DOC 560.00

PREPARED BY AND RETURN TO:
GLORIA ORTIZ, AN EMPLOYEE OF
SECURITY NATIONAL TITLE AND ESCROW, LLC
500 Winderley Place, Suite 224
Maitland, FL 32751

PROPERTY APPRAISERS PARCEL I.D. NUMBER:

072825-320300-009350

WARRANTY DEED

THIS WARRANTY DEED Made this 21st day of February, 2019, BETWEEN MAURICIO DIAZ, AN UNMARRIED MAN, whose mailing address is: 12015 LITHIA PINECREST ROAD, LITHIA, FL 33547, hereinafter called the Grantor(s)

AND

TERRENCE BENNETT and DAYSHA BENNETT, HUSBAND AND WIFE, whose mailing address is: 2046 ALDERMAN ROAD, AUBURNDALE, FL 33823, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in POLK County, Florida, viz:

SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION

Property address: 2046 ALDERMAN ROAD, AUBURNDALE, FL 33823

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes and assessments accruing subsequent to DECEMBER 31, 2018, and conditions, restrictions, reservations, limitations, easements of record, if any, zoning and other governmental regulations and other matters of record, provided, however, this reference shall not serve to re-impose same.

IN WITNESS WHEREOF, the said Grantor has executed this Warranty Deed on the day and year first above written.

Signed, sealed and delivered in our presence:

MAURICIO DIAZ

Witness Signature

Print Name

Witness Signature

Print Name

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21ST day of FEBRUARY, 2019, by MAURICIO DIAZ, who is personally known to me or who produced driver's license as identification.

Notary Public

My Commission Expires:

(SEAL)

GLORIA I. ORTIZ
MY COMMISSION # GG 147736
EXPIRES: October 17, 2021
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

A parcel of land lying in the NW 1/4 of Section 7, Township 28 South, Range 25 East, Polk County, Florida and being more particularly described as follows, to wit:From the NE corner of the NW 1/4 of said Section 7, run North 89 degrees 45'00" West along the North boundary line of Section 7, a distance of 493.66 feet to a point; thence run South a distance of 445.39 feet to the Point of Beginning, from the Point of Beginning continue South a distance of 122.5 feet; thence run North 89 degrees 45'00" West a distance of 50 feet; thence run North a distance of 122.5 feet; thence run South 89 degrees 45'00" East a distance of 50 feet returning to the Point of Beginning. This parcel is further described as: Lot 35, Block 9, MIDWAY GARDENS, a subdivision according to the plat thereof recorded at Plat Book 21, Page 33, in the Public Records of Polk County, Florida.

Agenda Item R.9. 3/3/2026

SUBJECT

Approve HOME Investment Partnership (HOME) program 1) Homeowner Assistance Agreement and 2) Grant Agreement for the property located in Winter Haven, FL., for Case #RC25-HOME-004. ($174,060.00 one-time expense).

DESCRIPTION

Approve Homeowner Assistance Agreement for Case #RC25-HOME-004 in the amount of $164,500.00 for a home replacement and a HOME Rehabilitation/Replacement program Grant Agreement in the amount of $9,560.00 construction soft costs, for a total project cost of $174,060.00.

RECOMMENDATION

Request approval of this HOME rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for Case #RC25-HOME-004.

FISCAL IMPACT

Funds are available in the Special Revenue Grant Fund.

CONTACT INFORMATION

Marie Smoker

Housing Administrative Supervisor

MariaSmoker@polkfl.gov

863-534-5241

This Document Prepared By: Paul DiRocco
Housing and Neighborhood Development
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

HOME INVESTMENT PARTNERSHIP (HOME) REHABILITATION/REPLACEMENT/NEW CONSTRUCTION GRANT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2026 between **Gina R. Begin,** herein after referred to as "OWNER(s)" and Polk County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, the COUNTY has funds available for certain qualified real property owners for purposes of providing grants for the assistance of said owners in the repair and rehabilitation of certain improvements (their existing housing) found upon such owned real property; said real property being located within Polk County, Florida,

Legal description:
Lot 22 and the West 6 feet of Lot 21, A.G. Willard Replat, according to the plat thereof recorded in Plat Book 20, Page 14, Public Records of Polk County, Florida, being a part of Block 1 of the Replat of A.G. Willard's Replat according to the plat thereof recorded in Plat Book 25, Page 7, Public Records of Polk County, Florida, also known as the West 60 feet of the East 486.30 feet of the North 140 feet of the Replat of A.G. Willard's Replat, according to the plat thereof recorded in Plat Book 25, Page 7, Public Records of Polk County, Florida.

Whereas the COUNTY has determined that the OWNER(s) meets all the eligibility criteria established for the aforementioned grants and is therefore eligible for a grant pursuant to the terms and provisions of said program; the parties thereto mutually agree as follows:

1. The OWNER(S) agrees to accept **Nine Thousand Five Hundred Sixty Dollars and No/100 ($9,560.00)** as a grant to be used for construction soft costs, temporary relocation benefits and closing costs. The OWNER(s) home is located at **520 Avenue E. SE , Winter Haven FL 33880.**

2. The COUNTY shall reserve the right, pursuant to the COUNTY'S own procedures, of final approval of all bids submitted from independent contractors relative to performing the rehabilitation and repair of the OWNER(s) home. The nature of the repair and rehabilitation work to be performed by said contractors will be indicated upon a work write-up document; said document being identified in the applicable repair and rehabilitation work contract entered into between the OWNER(s) and any repair and rehabilitation contractor.

3. All notices to the OWNER(s), as provided for pursuant to the provisions of this agreement, shall be deemed to have been duly given when if

personally delivered; the day after it was sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to the address of the OWNER(s) as given in Item 1 of this Agreement.

4. The amount of the Rehabilitation Grant and the total amount the OWNER(s) contracts to pay to the repair and rehabilitation contractor(s) shall be determined at the sole judgment and discretion of the COUNTY. All monies to be used for the benefit of the OWNER(s) pursuant to the aforesaid Rehabilitation Grant shall be held by the COUNTY. All payments coming due to any contractor(s) shall be made by the COUNTY. If, pursuant to the COUNTY spending a specified amount of the aforesaid Rehabilitation Grant in completion of repairing and rehabilitating there remain excess funds, such excess funds shall be credited to the reduction of the principal amount of the Rehabilitation Grant, said excess funds being no longer intended for use relative to the repair and rehabilitation of the OWNER(s) home.

5. The OWNER(s) will indemnify and hold the COUNTY harmless together with all the COUNTY'S employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out or in connection with the repair and rehabilitation of the OWNER(s) property (as described in Item 2) due to the OWNER(s) negligence.

6. The OWNER(s) filed application with the COUNTY dated **April 14, 2025** for a Rehabilitation/Reconstruction Assistance it is incorporated as part of this Agreement, by this reference.

7. This Agreement shall be binding upon the OWNER(s), and the estate, personal representatives, heirs and devises of a deceased OWNER(s).

8. The use in this Agreement of the word OWNER shall apply to the plural as well as the singular.

9. This Agreement shall be binding upon the OWNER(S), and the estate, personal representatives, heirs and devises of a deceased OWNER(S).

10. The use in this Agreement of the word OWNER(S) shall apply to the plural as well as the singular.

[Signatures on following page]

IN WITNESS WHEREOF, the OWNER(s) and COUNTY have executed this Agreement as of the day and year first above written.

ATTEST:

_____
Witness Signature

_____
Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

OWNER(S):

_____
Gina R. Begin

ATTEST:
CLERK OF COURT
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County Florida, a political subdivision of the State of Florida

By:_____
Martha Santiago, Ed. D., Chair Date
Board of County Commissioners

[Notary Certificate on following page]

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 Gina R. Begin, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

This Document Prepared By: Paul DiRocco
Housing and Neighborhood Development
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

POLK COUNTY HOME INVESTMENT PARTNERSHIP (HOME0 REHABILITATION/REPLACEMENT/NEW CONSTRUCTION HOMEOWNER ASSISTANCE AGREEMENT CASE NUMBER: RC25-HOME-004

HOMEOWNER: Gina R. Begin
PROPERTY ADDRESS: 520 Avenue E SE, Winter Haven, FL 33880

THIS AGREEMENT is entered into this _____ day of _____, 2026 by Polk County, a political subdivision of the State of Florida and **Gina R. Begin** (hereinafter referred to as the "HOMEOWNER").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, Polk County has been designated by the United States Department of Housing and Urban Development (HUD) as a participating jurisdiction for the receipt and use of funds as provided by the HOME Investment Partnerships Program ("HOME") as provided in HUD regulations, 24 CFR §92; and,

WHEREAS, Polk County has been designated by HUD as the allocating authority for the HOME funds; and,

WHEREAS, Polk County has agreed to use the HOME funds to assist with the financing of the Rehabilitation/Replacement/New Construction of homes that meet the requirements as set forth in HUD regulations, 24 CFR § 92 as amended by HUD, and Polk County's rehabilitation program.

NOW, THEREFORE, Polk County and the HOMEOWNER do mutually agree with the following:

(1) FORM OF ASSISTANCE
HOME funds shall be used as a non-amortizing, zero percent (0%) interest rate, Deferred Payment Loan (DPL) in the principal amount of **$164,500.00** to assist with a Rehabilitation/Replacement of an owner-occupied home and a grant agreement in the amount of **$9,560.00** for construction soft costs.

(2) USE OF FUNDS
The HOME funds shall be used to finance Rehabilitation/Replacement/New Construction of single-family dwellings

(3) AFFORDABILITY PERIOD
The HOME affordability period is **fifteen (15) years**. The affordability period begins from the date of recording the Deferred Mortgage and Security Agreement that is subject to this Agreement.

The HOMEOWNER must occupy the home throughout the duration of the affordability period pursuant to 24 CFR Part 92.254 (a) (4). Failure to comply with the provisions set forth constitutes a default and may result in repayment/ recapture of the loan as referenced in provision (4) below. The affordability period begins the date of recording of the Deferred Mortgage and Security Agreement.

(4) REPAYMENT/RECAPTURE
The HOME loan is a zero percent (0%) interest Deferred Payment Loan and will be required to be repaid from the date of the loan, if one of the following events occurs.

a) The HOMEOWNER sells, transfers or disposes of the property or home either voluntarily or involuntarily;
b) The HOMEOWNER fails or ceases to occupy the home as their principal residence;
c) The HOMEOWNER, or if the HOMEOWNER is married, the survivor of the HOMEOWNER or the HOMEOWNER's spouse dies, and the heir(s) to the property is not a low-income person as defined by program criteria. Polk County Housing and Neighborhood Development ("HND") staff will determine the heir's income eligibility, and if the heir(s) is income eligible, a modification of the loan will be prepared and presented for approval by the Polk County Board of County Commissioners. If the heir is found not to be income eligible, at the option of Polk County, an agreement for repayment may be initiated immediately upon establishment of new ownership; or
d) The HOMEOWNER refinances the first mortgage loan at which time the remaining principal balance is due and payable to Polk County.
e) The HOMEOWNER violates any terms of the Mortgage and Security Agreement or Mortgage Note entered into with Polk County.

In the event of a voluntary (sale) or involuntary (foreclosure) transfer of the property during the applicable period of affordability, Polk County will recapture all of the HOME Subsidy funds provided to the HOMEOWNER.

If the net proceeds from a voluntary (sale) or involuntary (foreclosure) sale are insufficient to repay the amount of the HOME subsidy, the County shall recapture the balance due on the loan or 100% of net proceeds from the sale, whichever is less. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the HOMEOWNER.

5) PROJECT REQUIREMENT

Polk County and the HOMEOWNER agree to comply with the following project requirements as set forth in HUD regulations, 24 CRF § 92 Subpart F:

(a) The HOMEOWNER certifies that the property will be his principal residence for the life of this loan and that at the time of application and approval the HOMEOWNER's income, said income did not exceed eighty percent (80%) area median income as determined by HUD with adjustments for family size.

$46,700.00 County Area Median Income (adjusted for family size)
80% Percentage (%) AMI Level of HOMEOWNER
$35,081.16 HOMEOWNER's Annual Income

(b) The property is located in Polk County and will have after-rehabilitation or Replacement appraised value equal to or less than ninety-five percent (95%) median sales price of the area in accordance with the Single-Family Mortgage Limits under Section 203 (b) of the National Housing Act. Polk County has reviewed the household income and the property value requirements in accordance with HOME Program requirements and has approved this project eligible for funding.

(c) The HOMEOWNER must maintain the property in good physical condition for the life of the loan. The HOMEOWNER must be current with the payment of property taxes, HOMEOWNER's insurance, homestead exemption, and flood insurance if applicable. Polk County must be named as an additional insured on all of the HOMEOWNER's insurance policies and a copy of this policy must be provided to Polk County.

6) HOUSING AND QUALITY STANDARDS

The property, after Replacement/New Construction, must meet Florida Housing's Minimum Rehabilitation Standards, Section 8 Housing Quality Standards (HQS) or the local or Florida Building Code (latest edition), whichever is more stringent. Polk County shall verify the property has met the housing and quality standards as evidenced by an issuance of a Certificate of Occupancy upon final inspection of the property that is the subject of the Rehabilitation/ Replacement/New Construction.

7) OTHER PROGRAM REQUIREMENTS

The HOME assisted unit must comply with the following, as applicable:

(a) 24 CFR § 92; The Code of Federal Regulations dealing with Housing and Urban Development's HOME Investment Partnership Programs.
(b) Lead-based Paint requirements as enumerated in 24 CFR § 92.355, 42 U.S.C.4821 et seq., 24 CFR § 35 and 24 CFR 982.401(j) (except paragraph 982.40 (j)(1)(i), which are adopted and incorporated herein by reference; and

(c) Flood insurance requirements as enumerated in Section 202 of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), which is acknowledged and incorporated herein by reference.

8) REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEOWNER agrees that HOME funds shall only be used for eligible HOME activities. The HOMEOWNER also agrees that any work done by a licensed contractor in performance of this Agreement shall be done pursuant to a written contract, and only after all necessary permits are obtained.

Polk County shall reserve the right, pursuant to Polk County's own procedures, of final approval of all bids submitted from independent contractors relative to performing the rehabilitation and repair of HOMEOWNER's home. The nature of the Rehabilitation/ Replacement/New Construction work to be performed by said contractors will be indicated upon a work write-up document; said document being identified in the applicable Replacement/New Construction work contract entered into between the HOMEOWNER and any Rehabilitation/ Replacement/New Construction contractor. The HOMEOWNER shall select the contractor(s) with Polk County's approval to perform the Rehabilitation/ Replacement/New Construction work upon the HOMEOWNER's aforesaid home. Polk County shall in combination with the HOMEOWNER supervise the contractor(s) selected by the HOMEOWNER relative to the Rehabilitation/ Replacement/New Construction of the HOMEOWNER's aforesaid home. Polk County and the HOMEOWNER, as provided for in the applicable Rehabilitation/ Replacement/New Construction work contract entered into between the OWNER and any Rehabilitation/Replacement/New Construction contractor, have the right to terminate or abandon the work contemplated pursuant to such contract.

Polk County shall have the right to enforce the provisions of said work contract by the employment of all legal methods deemed necessary in the judgment of Polk County; including the filing and prosecution of Breach of Contract court claims against applicable Rehabilitation/Replacement/New Construction contractors. If the HOMEOWNER fails to execute and otherwise enter into said Rehabilitation/Replacement/New Construction work contract with the said HOMEOWNER selected contractor(s) within five (5) days from receipt of written request by Polk County or its authorized agent, Polk County may, upon written notice to the HOMEOWNER, immediately terminate this Agreement without penalty whatsoever.

The amount of the Rehabilitation/Replacement/New Construction Loan and the total amount the HOMEOWNER contracts to pay for the Rehabilitation/ Replacement/New Construction contractor(s) shall be determined at the sole judgment and discretion of Polk County. All monies to be used for the benefit of the HOMEOWNER pursuant to the aforesaid Rehabilitation/Replacement/ New Construction Loan shall be held by Polk County. All payments coming due to any contractor(s) shall be made by Polk County with written approval of

HOMEOWNER pursuant to the terms and provisions of the executed Rehabilitation/Replacement/New Construction work contract existing between the HOMEOWNER and the contractor(s).
Upon receipt of the contractor's proper mechanic's lien waiver, if applicable, Polk County shall request a final draw. If there are funds remaining after all work has been completed, inspected and accepted and all soft costs paid in full, Polk County shall adjust the amount of the loan and de-obligate the remaining funds. The HOMEOWNER will receive documentation of outstanding loan balance.

9) ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced and secured by a Lien/Promissory Note ("Note") and a Mortgage on the property. Should there exist any prior Mortgage liens against said property, Polk County may elect to insist that said prior Mortgage liens be made inferior to any Mortgage granted by the HOMEOWNER. Failure by the HOMEOWNER to comply with the terms of this Agreement and the Note and Mortgage shall be considered a default and appropriate legal actions shall be taken to enforce the terms and conditions of the Agreement.

10) DURATION OF THE AGREEMENT

The HOME funds in the amount of **$164,500.00** are provided as a direct HOME Subsidy in the form of a Deferred Payment Loan (DPL) of a 15-year (0%) interest loan. The 15-year affordability period begins from the recording date of the Deferred Mortgage and Security Agreement that is subject to this Agreement. This Agreement will terminate, and the total amount of the DPL loan will be forgiven at the end of the 15th year as long as the home remains the principal residence of the HOMEOWNER and all other terms of this Agreement, Note and Mortgage are met.

11) OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act by the HOMEOWNER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving Polk County.

All notices to the HOMEOWNER, as provided for pursuant to the provisions of this Agreement, shall be deemed received by the HOMEOWNER upon deliverance by U.S. Mail, or otherwise, or an appropriate written communication to the HOMEOWNER's home address as listed in this Agreement.

The HOMEOWNER shall be responsible for all costs, including reasonable attorney's fees, incurred by Polk County in the enforcement of the provisions of this Agreement, Mortgage, or Note, whether legal suit is brought or not.

The HOMEOWNER will indemnify and hold Polk County harmless together with all of Polk County's employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out of or in connection with the Replacement/New Construction of the HOMEOWNER's property due to the HOMEOWNER's negligence.

The HOMEOWNER filed application with Polk County dated **April 14, 2025,** for a Rehabilitation/Replacement/New Construction Loan that is incorporated as part of this Agreement, by this reference.

This Agreement shall be binding upon the HOMEOWNER, the estate, personal representatives, heirs and devises of a deceased HOMEOWNER.

No delay or omission of Polk County to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

The use in this Agreement of the word HOMEOWNER shall apply to the plural as well as the singular.

[Signatures on following page]

IN WITNESS WHEREOF, the OWNER(s) and COUNTY have executed this Agreement as of the day and year first above written.

ATTEST:

_____
Witness Signature

_____
Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

OWNER(S):

_____
Gina R. Begin

ATTEST:
CLERK OF COURT
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County Florida, a political subdivision of the State of Florida

By:_____
Martha Santiago, Ed. D., Chair Date
Board of County Commissioners

[Notary Certificate on following page]

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 Gina R. Begin, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

HOME FUNDS
Estimated Project Costs
Rehabilitation/Replacement
11139.340554009.5334420

Homeowner:	Gina R. Begin 520 Avenue E SE Winter Haven, FL 33880		Case No. RC25-HOME-004	
Bid Amount	$	164,500.00	$	164,500.00
HO Contribution				
0% Payback Mortgage				
Deferred Mortgage	$	164,500.00	$	164,500.00
Soft Costs (Replacement HOME GRANT)				
Service Delivery	$	4,285.00	$	4,285.00
Appraisal	$	400.00	$	400.00
Survey	$	-	$	-
Prints	$	625.00	$	625.00
Septic Tank Pumpout	$	-	$	-
Soil Test	$	-	$	-
Septic Tank Permit	$	-	$	-
Temp. Relocation	$	3,600.00	$	3,600.00
NOC Recording Fee	$	13.00	$	13.00
Mortgage Document Stamp	$	576.00	$	576.00
Mortgage Recording Fee	$	61.00	$	61.00
Total	$	9,560.00	$	9,560.00
TOTAL PROJECT COSTS			$	**174,060.00**

****

Polk Deferred Mortgage & Security Agreement	$	164,500.00
0% Payback Mortgage	$	-
Grant Agreement	$	9,560.00
TOTAL	$	**174,060.00**

This Document Prepared By: Paul DiRocco
Housing and Neighborhood Development
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

HOME INVESTMENT PARTNERSHIP (HOME) REHABILITATION/REPLACEMENT/NEW CONSTRUCTION DEFERRED MORTGAGE AND SECURITY AGREEMENT CASE NUMBER: RC25-HOME-004

This Mortgage and Security Agreement ("Mortgage") is given this _____ day of _____, 2026. The Mortgagor(s) **Gina R. Begin, a single woman, whose post office address is 520 Avenue E. SE, Winter Haven, FL 33880** "Owner(s)"), agrees to give the Mortgage to Polk County, a political subdivision of the State of Florida ("Lender"). Owner(s) owes the Lender the principal sum of **One Hundred Sixty-Four Thousand Five Hundred and No/100 Dollars ($164,500.00)**. This debt is evidenced by Owner's Mortgage Note ("Note") dated the same date as this Mortgage which provides for the debt of this Mortgage.

I. DUTIES AND OBLIGATIONS

1. Owner(s), in order to secure the performance of the Owner(s) of all agreements and conditions in the Note, This Mortgage, and any other loan agreements or instruments security the Note does hereby mortgage, pledge, assign and grant a security interest to Lender in the following described property (hereinafter referred to as "Property"), situated at **520 Avenue E. SE, Winter Haven, FL 33880** and more particularly described as:

   Legal description of property:
   Lot 22 and the West 6 feet of Lot 21, A.G. Willard Replat, according to the plat thereof recorded in Plat Book 20, Page 14, Public Records of Polk County, Florida, being a part of Block 1 of the Replat of A.G. Willard's Replat according to the plat thereof recorded in Plat Book 25, Page 7, Public Records of Polk County, Florida, also known as the West 60 feet of the East 486.30 feet of the North 140 feet of the Replat of A.G. Willard's Replat, according to the plat thereof recorded in Plat Book 25, Page 7, Public Records of Polk County, Florida.

2. All improvements now or hereafter erected on the Property; and
   A. All easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and improvements, structures and fixtures attached to the Property, now and hereafter; and
   B. All rents, issues, profits, revenue, income, condemnation awards, insurance proceeds and other benefits from the property described above; provided, however, that permission is hereby given to Owner so long as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable.

3. Owner(s) warrants that Owner is indefeasibly seized of the Property in fee simple, and that the Owner has lawful authority to convey, mortgage and encumber the Property. Owner warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

4. Owner(s) agree that Owner(s), his heirs, and legal representatives shall;
   A. Perform and comply with, and abide by all stipulations, agreements, conditions and covenants of this Mortgage and the Note, and shall duly pay all taxes and all insurance premiums reasonably required, and
   B. Shall duly pay all taxes and all insurance premiums reasonably required, and
   C. Keep the buildings on the premises in good repair and preservation, and
   D. Pay all costs and expenses including reasonable attorney's fees that Lender may incur in collecting money secured by this Mortgage, and also enforcing this Mortgage by suit or otherwise, and
   E. Fulfill all Owner's obligations under any home rehabilitation, improvement, repair or other loan agreement, which Owner enters into with Lender.

II. EVENTS OF DEFAULT

1. Any one of the following shall constitute an event of default:
   A. Owner(s) fails to repair or replace any buildings or improvements damaged by fire or other casualty to the satisfaction of the Lender, or
   B. Owner(s) fails to maintain the Property in conformance with all local building, zoning and other applicable ordinances or codes, or
   C. The Property is sold or otherwise transferred without Lender's written approval, or
   D. If the Dwelling ceases to be the full-time residence of the Owner while the mortgage remains a lien thereon without Lender's written approval, or
   E. Owner refinances the property without prior consent from the Lender, or
   F. Owner(s) violates any other terms, covenants, provisions, or conditions of this Mortgage, the Note, other loan agreements or instruments securing the Note, or the Homeowner Assistance Agreement.

2. Acceleration Remedies. If an event of default shall have occurred, the Lender, at the Lender's option, may declare the outstanding principal amount of the Note and all other sums secured hereby, to be due and payable immediately. Upon such declaration, such principal and other sums shall immediately be due and payable without demand or notice and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum.

   The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal of the Note within thirty (30) days of default. Failure of the Owner to pay the principal amount of the Note or execute an Alternative Note within thirty (30) days

of defaults of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover the Note.

Furthermore, the Owner agrees that the Lender may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to; (a) enforce payment of the Note or the performance of any term thereof or any other right; (b) foreclose this Mortgage and to sell, as an entirely or in separate lots or parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction; and (c) pursue any other remedy available to it.

No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note, is exclusive of any other right, power of remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument security the Note, now or hereafter existing at law, in equity or by statute.

III. GENERAL PROVISIONS

1. No waiver. No delay or omission of Lender to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy, or shall be construed to waive any event of default or to constitute acquiescence therein.
2. Governing Law. This Mortgage and all disputes as to the subject matter of this Mortgage between Owner(s) and Lender shall be governed by the laws of Florida.
3. Venue. All disputes involving the subject matter of this Mortgage shall be brought in a competent court in Polk County, Florida.
4. Modification of Agreement. All modifications to this Mortgage must be in writing and signed by both Owner(s) and Lender.
5. Separation of Inappropriate Provisions. If any provision of this Mortgage shall be deemed inappropriate by a court, the inappropriate provision shall be severed, and the rest of this Mortgage shall remain enforceable between Owner(s) and Lender.

Successors and Assigns Bound. This mortgage shall be binding on the parties, their assigns, successors, representatives or administrators. In the event that a sole Owner should die, or upon the death of the survivor of Joint Owners, the obligations created herein shall be binding upon the Estate, personal representative, heirs, or devisee of the deceased Owner.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Witness Signature

Gina R. Begin

Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

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 Gina R. Begin, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires: _____

This Document Prepared By: Paul DiRocco
Housing and Neighborhood Development
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

HOME INVESTMENT PARTNERSHIP (HOME) REHABILITATION/REPLACEMENT/NEW CONSTRUCTION DEFERRED MORTGAGE AND SECURITY AGREEMENT MORTGAGE NOTE

NAME: Gina R. Begin
ADDRESS:520 Avenue E. SE, Winter Haven, FL 33880
CASE NUMBER: RC25-HOME-004
LOAN AMOUNT: $164,500.00

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantor is **Gina R. Begin** whose post office address is **520 Avenue E. SE, Winter Haven, FL 33880** ("Owner(s)"). For value, the Owner jointly and severally promise to pay to the order of Polk County ("County"), a political subdivision of the State of Florida **One Hundred Sixty-Four Thousand Five Hundred and No/100 Dollars ($164,500.00),** payable in one installment at Bartow, Florida or at such a place as may hereafter be designated in writing by the County. This debt is secured by the Mortgage and Security Agreement ("Mortgage") dated the same date as this Note.

The Note shall be for a period of **fifteen (15) years** begins from the recording of the Deferred Mortgage and Security Agreement, as referenced in the HOME Program Rehabilitation/Replacement Program Homeowner Assistance Agreement. Repayment of this Note shall take place in the following manner:

1. If a default occurs, the Note shall be due and payable in full.

2. If no default occurs, the debt shall be permanently forgiven at the expiration of the **fifteenth (15th) year**.

The Owner reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

This Note incorporates, and is incorporated into, the Mortgage of even date of the Property described above.

If default be made in the payment of any sums mentioned herein or in said Mortgage, or in the performance of the mortgage, then the entire principal sum shall at the option of the County become at once due and collectible without notice, time being of the essence, and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of this Note within thirty (30) days of default of the deferment. Failure of the Owner to pay the principal amount of this Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover on this Note.

If a suit is instituted by the County to recover on this Note, the Owner agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

This Note is secured by a Mortgage on real estate of even date duly filed for record in Polk County, Florida, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Demand, protest and notice of demand and protest are hereby waived, and the Owner hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Each person liable hereon whether maker or his heirs, legal representatives or assigns, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this Note or default hereunder, or said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the terms "holder", "maker", and "payee" shall be construed in the singular or plural as the context may require or admit.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Witness Signature

Gina R. Begin

Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

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 Gina R. Begin, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires: _____

Effective January 1, 2025

RESIDENT INCOME CERTIFICATION – Homeownership/DPA

State Housing Initiatives Partnership (SHIP) Program

Effective Date: _____ Allocation Year: _____

Calculations performed using (check one):	Pre-HOTMA Guidance	☐	HOTMA Guidance	☑

A. Recipient Information

Current Homeowner	x	Existing Dwelling	x
Homebuyer		New Construction	

B. SHIP Fund Use

Local Strategy Name	Strategy Code

C. Household Information (Include all household members)

Member	Full Name	Relationship to Head	Age
1	Gina Begin	HEAD	51
2			
3			
4			
5			
6			
7			
8			

D. Assets (All household members including assets owned by minors)

Member	Asset Description	Cash Value	Income from Assets
1	Regions Bank Savings *8437	$43,604.14	$4.36
	Regions Bank Checking *5759	$1,601.32	$0.00
	First mortgage Corp CD *5718	$4,767.11	$154.93
	First mortgage Corp CD *6212	$1,556.31	$54.47
	American General Life Ins *2492	$14,924.93	$244.50
	Walgreens retirement ($80,474.02)		
Total Cash Value of Assets D(a)		$66,453.81	
Total Actual Income from Assets D(b)			$458.26
Total Imputed Income from Assets D (c)			$0.00
Total Income from Assets D (d)			$458.26

E. **Anticipated Annual Income**: Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission	Benefits / Pensions	Public Assistance	Other Income	*Asset Income
	34622.90				(Enter the greater of box **D(b)** or box **D(c)**, above, in box **E(e)** below)
	(a)	(b)	(c)	(d)	(e)
Totals	34622.9	0	0	0	458.26
Enter total of items E(a) through E(e). This amount is the **Annual Anticipated Household Income**					$ 35081.16

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. **WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

Gina R Begin
Gina R Begin (Jun 15, 2025 16:22 EDT)
Signature of Head of Household — Date Jun 15, 2025

Signature of Spouse or Co-Head of Household — Date

Signature of Household Member (over 18 years) — Date

Signature of Household Member (over 18 years) — Date

Signature of Household Member (over 18 years) — Date

Signature of Household Member (over 18 years) — Date

Effective January 1, 2025

G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

_____ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

_____ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

X **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: 46700.00

_____ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

_____ **121-140% Income Household** means individuals or families whose annual income does not exceed 140% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

Based upon the Income Limits for 2025 (year) (MSA or County) Polk

Signature of the SHIP Administrator or His/Her Designated Representative:

Signature Marie Smoker Date 07/02/2025

Name (print or type) Marie Smoker Title Housing Administative Supervisor

H. **Household Data** (to be completed by Head of Household only)

Household elects to not participate.						(Initials of Household Head)			
Head of Household Data									
By Race / Ethnicity						**By Age**			
White	Black	Hispanic	Asian	American Indian	Other	**0 - 25**	**26 - 40**	**41 - 61**	**62 +**
1								1	
Household Members Data									
Special Target / Special Needs (Check all that apply to any member)									
Farm worker	**Developmentally Disabled**	**Homeless**	**Elderly**	**Special Needs (define)**	**Special Needs (define)**				

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information

RESIDENT INCOME CERTIFICATION 2025_Updated_Fill

Final Audit Report 2025-06-15

Created:	2025-06-12
By:	Paul DiRocco (pauldirocco@polk-county.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAASQ5qFsmnl3wAhkCGYghQk77wOUZs4Q9P

"RESIDENT INCOME CERTIFICATION 2025_Updated_Fill" History

Document created by Paul DiRocco (pauldirocco@polk-county.net)
2025-06-12 - 2:41:59 PM GMT

Document emailed to gbegin2005@yahoo.com for signature
2025-06-12 - 2:44:05 PM GMT

Email viewed by gbegin2005@yahoo.com
2025-06-12 - 2:47:38 PM GMT

Signer gbegin2005@yahoo.com entered name at signing as Gina R Begin
2025-06-15 - 8:22:10 PM GMT

Document e-signed by Gina R Begin (gbegin2005@yahoo.com)
Signature Date: 2025-06-15 - 8:22:12 PM GMT - Time Source: server

Agreement completed.
2025-06-15 - 8:22:12 PM GMT

Adobe Acrobat Sign

INSTR # 2025118674
BK 13555 Pgs 421-423 PG(s)3
RECORDED 05/20/2025 02:39:45 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES $27.00
RECORDED BY shakcamp

Prepared by:
Name: Gina R Begin
Address: 520 Avenue E SE
Winter Haven FL 33880

CORRECTIVE QUIT CLAIM DEED
(To correct missing homestead statue of grantor)

THIS INDENTURE, made on this 20th day of May, 2025 between the parties identified below:

Grantor(s) name and address is: Gina R Begin, a single woman
520 Avenue E SE
Winter Haven FL 33880

Richard J Begin, a married man
445 Avenue E SE
Winter Haven FL 33880

And
Grantee name and address: Gina R Begin , a single woman
520 Avenue E SE
Winter Haven FL 33880

WITNESSETH:
That Grantor(s), for and in consideration of the sum of $ Ø , and other goods and valuable consideration to Grantor(s) in hand paid Grantee, the receipt whereof is hereby acknowledged, has remised, conveyed, and quitclaimed to Grantee and Grantee's heirs and assigned forever, all rights, titles, interests, claims, and demands which the Grantor(s) has in and to the following land situated in Polk County, Florida:

Legal Description:

Lot 22 and the West 6 feet of Lot 21, A.G. Willard Replat, according to the plat thereof recorded in Plat Book 20 Page 14, Publis Records of Polk County, Florida, being a part of Block 1 of the Replat of A.G. Willard's Replat according to the plat also known as the West 60 feet of the East 486.30 feet of the North 140 feet of the Replat of A.G. Willard's Replat, according to the plat thereof recorded in Plat Book 25, Page 7, Public Records of Polk County, Florida.

Property Appraiser's Parcel I.D. No. 262828-610000-000103

This property does not constitute the homestead of Richard J Begin.

Grantors Signature

Gina R Begin
Grantors Printed Name

Witness 1 Signature

Sharon Russell
Witness 1 Printed Name

PO Box 9000 Bartow FL 33831
Witness 1 Mailing Address

Grantees Signature

Gina R Begin
Grantees Printed Name

Witness 1 Signarure

Sharon Russell
Witness 1 Printed Name
PO Box 9000, Bartow
FL 33831

Co-Grantors Signature

Richard Begin
Co-Grantors Printed Name

Witness 2 Signature

Shalurra Campbell
Witness 2 Printed Name

P.O. BOX 9000 Bartow FL 33831
Witness 2 Mailing Address

Witness 2 Signature

Shalurra Campbell
Witness 2 Printed Name
PO BOX 9000 Bartow
FL 33831

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me on this 20th day of May, 2025, by Gina D Begin, Richard Begin who personally appeared before me by means of physical presence and who is { } personal known to me or {X} has produced FLDL as identification.

{Affix Notary Seal}

Public Notary
Print Name Shaquille Russell

SHAQUILLE RUSSELL
Notary Public, State of Florida
My comm. expires June 4, 2025
Commission Number HH 137807

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowleged before me on this 20th day of May, 2025, by Richard Begin who personally appeared before me by means of physical presence and who is { } personal known to me or {X} has produced FLDL as identification.

{Affix Notary Seal}

Public Notary
Print Name Shaquille Russell

SHAQUILLE RUSSELL
Notary Public, State of Florida
My comm. expires June 4, 2025
Commission Number HH 137807

LENDER OR LENDER'S AGENT: Paul DiRocco
Polk County Board of County Commissioners
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Truth-In-Lending Disclosure Statement

THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND

BORROWERS: Gina R. Begin

PROPERTY ADDRESS: 520 Avenue E. SE
Winter Haven, FL 33880

☐ Preliminary ☒ Final
DATE_____
LOAN NO. RC25-HOME-004
Type of Loan: Owner Occupied Replacement
Base Amount: $164,500.00
Interest Rate: 0.00 %

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
The cost of your credit at a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you on your behalf	The amount you will have paid after all scheduled payments
0.00 %	**$0.00**	**$164,500.00**	**$164,500.00**

PAYMENT SCHEDULE:

Number of Payments	Amount of Payments	When Payments are Due
1	**$164,500.00**	If in default

DEMAND FEATURE: ☒ This loan does not have a Demand Feature ☐ This loan has a Demand Feature as follows:

VARIABLE RATE FEATURE: ☐ This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: You are giving a security interest in the property located at: **520 Avenue E. SE, Winter Haven, FL 33880**

ASSUMPTION: Someone buying this property ☐ cannot assume the remaining balance due under original mortgage terms ☒ may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

FILING/RECORDING FEES: $650.00

PROPERTY INSURANCE: ☒ Property hazard insurance in the amount of **$164,500.00** with a mortgage clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender.
Hazard Insurance ☐ is ☒ is not available through the lender at an estimated cost of for a year term.

LATE CHARGES: If your payment is more than 0 days late, a late charge of $00.00 will be assessed

PREPAYMENT: You have the right to pay off the obligation early and you will not have to pay a penalty.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

ACKNOWLEDGEMENT OF RECEIPT

I/We acknowledge receipt of this Truth-in-Lending disclosure statement.

Gina R. Begin Date

N/A
Homeowner Date

BOCC

RECORDING FEES / COPY CHARGES

*** This form must be completed to utilize Court House / Court House Branch services to record documents such as liens, deeds, easements, Satisfactions, etc. and for copy services. >>>>> **These services will not be rendered without this completed form.** <<<<<

☑ Recording Fees
☐ Copy Charges

Type of document: OOR SHIP Deferred Mortgage and Security Agreement

Number of documents: 1

ACCOUNTING INFORMATION

FUND (5)	COST CENTER (9)	ACCOUNT (7)	PROJECT (7)	AREA (2)	TBD (7)
11139	340554009	5334420	0000000	00	0000000

If not Project-related = 0000000

PROJECT-RELATED ***

TASK	AWARD	PROJECT EXPENDITURE ORGANIZATION

Gina R. Begin RC25-HOME-004

*** DNKP

DO NOT CHARGE INTANGIBLES

DEPT / DIVISION: **Housing & Neighborhood Development**

Paul DiRocco **2/2/2026**
EMPLOYEE SIGNATURE DATE

ATTACH RECIEPT

TELEPHONE: **534-5616** EXTENSION: **NA**

Agenda Item R.10. 3/3/2026

SUBJECT

Approve the amendment and restatement to the contract with Talbot House Ministries of Lakeland, Inc. (Talbot House) for the provision of primary care, specialty care, dental care and behavioral health services to eligible low-income county residents at the Good Samaritan Free Clinic. (Total amount not to exceed $234,000 annually)

DESCRIPTION

Talbot House's Good Samaritan Free Clinic is one of five free clinics financially supported by the Indigent Health Care sales tax and has contracted with the County since October 2014 to provide services to low-income Polk County residents. Free Clinics act as a diversion program that helps to decrease local emergency room overcrowding by providing a medical home for individuals that can best be served in a primary care setting. Medical services include, but are not limited to, primary care, specialty care, dental care and behavioral health services.

This amendment and restatement to the contract extends the term of the contract and will be effective retroactive to October 1, 2025. The contract will automatically renew for one-year renewal terms.

This funding request was presented to and is recommended for approval by the Citizen's HealthCare Oversight Committee.

RECOMMENDATION

Approve the amendment and restatement to the contract with Talbot House Ministries of Lakeland, Inc. for the provision of primary care, specialty care, dental care and behavioral health services to eligible low-income county residents at the Good Samaritan Free Clinic.

FISCAL IMPACT

Funds are available in the Indigent Health Care Fund.

CONTACT INFORMATION

Joy Johnson, Administrator, Health & Human Services Division, (863) 534-5204

POLK COUNTY
AMENDMENT AND RESTATEMENT TO CONTRACT FOR SERVICES
CONTRACT # 20-219-IHC

This Amendment and Restatement to Contract for Services ("Contract") is made effective **October 1, 2025** ("Effective Date") by and between **Talbot House Ministries of Lakeland, Inc.**, a Florida not-for-profit corporation, for Services provided at the Good Samaritan Free Clinic ("TALBOT HOUSE"), and Polk County, a political subdivision of the State of Florida ('COUNTY"), (TALBOT HOUSE and COUNTY shall be jointly referred to herein as the "Parties").

WITNESS TO:

WHEREAS, the COUNTY and TALBOT HOUSE entered into a Contract for Services (Contract # 20-219-IHC) for the provision of free health care and dental care services for qualified Polk County residents at or below 200% of the Federal Poverty Level ("FPL"); and

WHEREAS, the COUNTY and TALBOT HOUSE entered into a Contract for Services (Contract # 22-545-IHC) for the provision of free behavioral health care services for qualified Polk County residents at or below 200% FPL; and

WHEREAS, the Parties now desire to enter into this Amendment and Restatement for the purposes of merging the Contracts, extending the term of the Contract, and modifying certain provisions of the Contract. This Amendment and Restatement fully amends and replaces Contract # 20-219-IHC and Contract # 22-545-IHC; and

WHEREAS, the Volunteer Health Care Provider Program (VHCPP) was created by the State of Florida to increase access to health care for uninsured and underserved Floridians and to increase the number of health care volunteers through the extension of state-sponsored sovereign immunity protection; and

WHEREAS, the TALBOT HOUSE is comprised of, or contracts with, one or more qualified volunteer health care professionals who participate in the Volunteer Health Care Provider Program; and

WHEREAS, the TALBOT HOUSE is capable and willing to provide, or arrange for the provision of, free health care services.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I
SERVICE DELIVERY

1.1 The recitals stated above are true, correct, and incorporated into this Contract.

1.2 TALBOT HOUSE shall undertake and perform all tasks and services ("Services") of the applicable treatment programs identified in the Scope of Services attached to this Contract as Exhibit A and incorporated herein by reference, for those patients verified as qualified Polk County residents that are at or below 200% of the FPL guidelines.

1.3 The Scope of Services shall not be altered without prior written approval from the COUNTY.

1.4 Funding provided by the Contract shall be used only to treat Qualified Residents of Polk County, as defined in section 212.055(7) Florida Statutes and Polk County Ordinance 2015-76, as amended.

ARTICLE II
FUNDING

2.1 In consideration for TALBOT HOUSE providing Services to Qualified Residents, the COUNTY will annually pay TALBOT HOUSE a total amount not to exceed Two Hundred Thirty-Four Thousand and no/100 Dollars ($234,000) as described in the attached Exhibit D ("Budget") and pursuant to the procedures listed at ARTICLE

III herein. Notwithstanding the foregoing or anything to the contrary contained herein, COUNTY's obligation to pay the aforementioned amount is expressly contingent on approval by the COUNTY's Board of County Commissioners of the referenced budgeted amount.

2.2 TALBOT HOUSE agrees to return to the COUNTY any overpayments of funds disallowed pursuant to the terms and conditions of the Contract. In the event that the Parties or their independent auditors discover that an overpayment has been made, the overpayment shall be repaid immediately without prior notification from the COUNTY. In the event that the COUNTY first discovers an overpayment has been made, the COUNTY will notify TALBOT HOUSE of such findings.

2.3 TALBOT HOUSE will make all efforts to acquire federal funding and any available state or local funding for its facility and operation in addition to that received by COUNTY.

ARTICLE III
PROCEDURES FOR INVOICING AND PAYMENT

3.1 TALBOT HOUSE shall deliver, or cause to be delivered to the COUNTY, a quarterly invoice for Services rendered by utilizing an invoice on TALBOT HOUSE letterhead in form and content similar to the form found in the attached Exhibit E. Invoices will be submitted by the last calendar day of the month following the end of the quarter which is the subject of the report.

A. The COUNTY may, at its discretion, inspect any documents, records, and files retained by TALBOT HOUSE to verify accuracy of all submitted invoices and reports.

3.2 Upon receiving the invoices and supporting documentation, the COUNTY shall review such invoices and supporting documentation to determine whether the invoiced items are proper for payment. The COUNTY will pay TALBOT HOUSE for Services on a quarterly basis based upon approved invoices.

ARTICLE IV
REPORTING AND POLK HEALTHCARE PLAN REFERRALS

4.1 TALBOT HOUSE shall provide the COUNTY with the below Quarterly Reporting. Quarterly Reporting is due by the last calendar day of the month following the end of each quarter.

A. Executive Summary (Exhibit C)

B. VHCPP Report – TALBOT HOUSE will furnish to the COUNTY a copy of the VHCPP Report that TALBOT HOUSE provides to the Florida Department of Health. This report shall be provided annually and is due by July 31st of each year.

C. Summary of Services – TALBOT HOUSE will use the county-wide, COUNTY provided electronic shared data information system to determine and record client eligibility, track program data, and services. From the data entered into the shared data information system by the tenth (10th) of the following month of each quarter, a Community Partner Quarterly Report (CPQR) will be generated by the shared data information system for review and signature to signify agreement with the data reported.

4.2 Polk HealthCare Plan Membership Referrals.

A. TALBOT HOUSE shall request and obtain information from each individual who seeks Services from TALBOT HOUSE sufficient for TALBOT HOUSE to determine whether the individual could qualify for membership in the Polk HealthCare Plan. For purposes of making the determination, TALBOT HOUSE shall assume the information an individual provides is accurate and true. If TALBOT HOUSE determines an individual could qualify for Polk HealthCare Plan membership, then TALBOT HOUSE shall electronically refer the individual to the COUNTY via the shared data information system.

B. TALBOT HOUSE acknowledges its referral of potentially qualified individuals to the Polk HealthCare Plan is an integral part of the Contract consideration it provides the COUNTY.

4.3 TALBOT HOUSE shall provide the COUNTY with additional relevant information relating to the Services and/or program, upon request, as needed. To the extent possible, the COUNTY will specify what additional information it may need from TALBOT HOUSE at least ten (10) days before the date the COUNTY must receive the requested information. COUNTY will provide TALBOT HOUSE with information relevant to support and coordination for the Electronic Eligibility System upon request, as needed.

4.4 TALBOT HOUSE shall submit to the COUNTY an annual financial report and copies of any audits performed for its applicable fiscal year within thirty (30) calendar days after the date the applicable report or audit is issued.

4.5 If TALBOT HOUSE is unable to submit any required reporting by its due date, TALBOT HOUSE shall notify the COUNTY in writing prior to the due date. The COUNTY may withhold payment in accordance with ARTICLE XV of this Contract until all required reporting has been submitted to the COUNTY by TALBOT HOUSE.

4.6 Reporting will be monitored for correct and timely submission as well as referrals to the Polk HealthCare Plan as part of the evaluation and monitoring process described in Article V below. If TALBOT HOUSE would materially fail to comply with its Contract obligations, the COUNTY may seek the remedies stated in Article XV of this Contract.

ARTICLE V
EVALUATION AND MONITORING

5.1 TALBOT HOUSE agrees that the COUNTY will monitor and evaluate TALBOT HOUSE's performance of its Contract activities as determined necessary by the COUNTY to include without limitation TALBOT HOUSE's Article IV reporting and referral obligations. The continuation of the Contract is contingent upon the evaluations substantiating TALBOT HOUSE is satisfactorily performing all its Contract obligations. Such monitoring and evaluation shall be based on the terms of this Contract and outcome measures. TALBOT HOUSE agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as determined necessary by the COUNTY for purposes of monitoring and evaluation under this Contract and shall submit to the COUNTY any information and status reports required by the COUNTY on forms approved by the COUNTY.

5.2 The COUNTY and TALBOT HOUSE hereby mutually agree to outcomes and performance objectives described in the attached Exhibit B. TALBOT HOUSE will furnish to the COUNTY the data that will be used to evaluate the effectiveness of the Services funded under this Contract.

5.3 TALBOT HOUSE gives the COUNTY, through any authorized representative, access to and the right to inspect, examine, copy and audit all records, books, papers, or documents relating to the Services provided under the terms of this Contract.

ARTICLE VI
FINANCIAL RESPONSIBILITY

6.1 TALBOT HOUSE shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which shall sufficiently and properly reflect all expenditures of funds provided under this Contract and in accordance with Florida's Public Records Act.

6.2 TALBOT HOUSE shall also provide for audit purposes (upon request) all files, records and documents pertaining to all Service delivery related activities.

6.3 Any funds expended in violation of this Contract shall be refunded in full by TALBOT HOUSE to COUNTY from non-federal and non-state resources.

ARTICLE VII
ASSURANCES

7.1 TALBOT HOUSE shall comply with the following assurances:

A. TALBOT HOUSE agrees to comply with all applicable Federal, State, and County constitutions laws, ordinances, codes and regulations including, without limitation, Section 766.1115, Florida Statutes. The Bylaws and Policies and Procedures, and Articles of Incorporation of TALBOT HOUSE shall also regulate the program operation of TALBOT HOUSE. Any conflict or inconsistency between the Federal, State or County guidelines and regulations, TALBOT HOUSE's corporate governance documents, and this Contract shall be resolved in favor of the most restrictive regulations.

B. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which TALBOT HOUSE receives Federal financial assistance.

C. TALBOT HOUSE shall not exclude eligible residents from participation in any program on the grounds of race, color, national origin, sex, religion, handicap, or familial status.

D. TALBOT HOUSE shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, TALBOT HOUSE shall disclose such situations to the COUNTY and the County Attorney's Office for review.

E. In accordance with the Drug Free Workplace Act of 1988, TALBOT HOUSE certifies that it has a policy designed to ensure that TALBOT HOUSE's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.

F. TALBOT HOUSE certifies compliance with Paragraph (2)(a) of Section 287.133 Florida Statutes, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." TALBOT HOUSE acknowledges that this Contract shall be void if it has violated the above-referenced statute. Additionally, TALBOT HOUSE shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

G. As a "Covered Entity," TALBOT HOUSE warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the provisions of the Privacy Rule, Security Rules adopted by the Department of Health and Human Services ("HHS"), the Health Information Technology for Economic and Clinical Health Act of 2009, as amended ("HITECH Act"), and the Florida Information Protection Act of 2014, as amended ("FIPA"). TALBOT HOUSE further agrees that it shall restrict disclosure or usage of Protected Health Information ("PHI") it obtains or creates through its association with the COUNTY to the exclusive purposes established by this Contract.

H. To the extent TALBOT HOUSE dispenses medicinal drugs, TALBOT HOUSE assures that its practitioners shall comply with and be subject to all laws and rules applicable to pharmacists and pharmacies, including, without limitation, Chapters 465, 499 and 893, Florida Statutes, and all federal laws and federal regulations.

I. TALBOT HOUSE agrees to safeguard information regarding compliance with 42 C.F.R. Chapter 1, Public Health Service, Department of Human Services, Subchapter A, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, Florida Statutes Chapters 394, Mental Health, and 397, Substance Abuse Services.

ARTICLE VIII
GENERAL PROVISIONS

8.1 As applicable, TALBOT HOUSE agrees to abide by the provision of Section 112.3135, Florida Statutes, pertaining to Restriction on Employment of Relatives, Chapter 119, Florida Statutes, pertaining to Public Records, and Section 286.011, Florida Statutes, pertaining to Public Business in their performance under this Contract.

8.2 Public Meetings and Records.

A. TALBOT HOUSE acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Contract. TALBOT HOUSE further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, TALBOT HOUSE shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

B. Without in any manner limiting the generality of the foregoing, to the extent applicable, TALBOT HOUSE acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1. keep and maintain public records required by the COUNTY to perform the Services required under this Contract;

2. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if TALBOT HOUSE does not transfer the records to the COUNTY; and

4. upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of TALBOT HOUSE or keep and maintain public records required by the COUNTY to perform the service. If TALBOT HOUSE transfers all public records to the COUNTY upon completion of this Contract, TALBOT HOUSE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TALBOT HOUSE keeps and maintains public records upon completion of this Contract, TALBOT HOUSE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

C. **IF TALBOT HOUSE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TALBOT HOUSE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.

BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

8.3 Employment Eligibility Verification (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095 (5), Florida Statutes, the contractor hereto, and any subcontractor thereof must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the COUNTY and the contractor may not enter into this Contract, and the contractor may not enter into any subcontracts hereunder, unless each party to this Contract, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Florida Statutes, is an express condition of this Contract, and the COUNTY may treat a failure to comply as a material breach of this Contract.

C. By entering into this Contract, the contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Florida Statutes, the subcontract must be terminated immediately. If this Contract is terminated pursuant to Section 448.095, Florida Statutes, such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of Section 448.095, Florida Statutes, by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the COUNTY as a result of the termination of this Contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

8.4 No Coercion for Labor or Services. Concurrently with its execution of this Contract, TALBOT HOUSE has executed an affidavit (Exhibit F) which has been signed by an officer or representative of TALBOT HOUSE under penalty of perjury attesting that TALBOT HOUSE does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that statute may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Contract. TALBOT HOUSE shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Contract as required by Section 787.06.

8.5 Foreign Country of Concern Attestation. Concurrently with its execution of this Contract, TALBOT HOUSE has executed an affidavit (Exhibit G) which has been signed by an officer or representative of TALBOT HOUSE under penalty of perjury attesting that TALBOT HOUSE does not meet any of the criteria stated in Florida Statutes, § 287.138(2), as that statute may be subsequently revised or amended. Receipt of the required affidavit is a condition precedent to this Contract. TALBOT HOUSE shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Contract as required by Section 287.138.

8.6 The entire Contract between the Parties and its corresponding referenced Exhibits are all set forth herein, attached hereto, and contained within this document; and the Parties agree that there are no other commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

8.7 This document may be executed in two (2) counterparts, each of which shall be deemed to be an original.

8.8 All notices required by this Contract shall be in writing.

ARTICLE IX
CONFLICT OF INTEREST

9.1 No person who is an employee, agent, consultant, officer, or appointed official of TALBOT HOUSE and who is in a position to participate in a decision making process or gain inside information with regard to activities relevant to the terms of this Contract, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or Contract with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

ARTICLE X
INDEMNIFICATION

10.1 TALBOT HOUSE shall indemnify and hold harmless the COUNTY, its agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the COUNTY, its agents or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of TALBOT HOUSE or its qualified physicians committed in connection with this Contract, TALBOT HOUSE's performance hereof or any work performed hereunder. TALBOT HOUSE shall indemnify and hold harmless the COUNTY, its agent and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs of judgments of every kind and description arising from, based upon or growing out of the violation of any Federal, State, County or City law, ordinance, or regulation by TALBOT HOUSE or its agents and employees. Funds made available pursuant to this Contract shall not be used by TALBOT HOUSE for the purpose of initiating or pursuing litigation against the COUNTY.

10.2 TALBOT HOUSE agrees to continually provide insurance, at least to the extent described in ARTICLE XI below. Prior to the execution of the Contract, TALBOT HOUSE shall furnish the COUNTY with written verification of the existence of such insurance coverage.

10.3 If any of the TALBOT HOUSE's health care professionals are provided sovereign immunity under the State of Florida's Volunteer Health Care Provider Program, then the TALBOT HOUSE shall maintain all documents necessary to evidence such sovereign immunity.

ARTICLE XI
INSURANCE

11.1 TALBOT HOUSE shall maintain at all times the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amount of coverage not less than those set forth below:

A. Workers' Compensation -- in compliance with State and Federal laws.

B. Comprehensive General Liability -- $1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

1. Premises and Operations; and

2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverages.

C. Independent Contractors (if applicable) -- Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability.

D. Medical Professional Liability -- $1,000,000.00 combined single limit of liability for bodily injuries, death, and personal injury and errors and omissions resulting from any one occurrence.

11.2 TALBOT HOUSE shall provide the COUNTY a copy of the Certificate of Insurance to evidence such coverage prior to commencement of work under the terms of this Contract. Such Certificate of Insurance shall provide that there shall be no termination, non-renewal modification, or expiration of such coverage except with forty-five (45) calendar days prior written notice to the COUNTY.

11.3 The COUNTY shall be named as an additional insured on all policies related to the activities carried under the terms of this Contract, excluding Workers' Compensation. Waiver of subrogation applies in favor of the COUNTY with regard to General Liability and applicable Workers' Compensation coverages.

11.4 All insurance coverage shall be written with a firm having an A.M. Best Rating of at least the "A" category and size category of "VIII".

11.5 In the event of any failure by TALBOT HOUSE to comply with the provisions of this ARTICLE XI, the COUNTY may, at its option, upon notice to TALBOT HOUSE suspend the Contract for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at TALBOT HOUSE's expense, provided that the COUNTY shall have no obligation to do so. TALBOT HOUSE shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

11.6 TALBOT HOUSE shall provide property insurance for all property in an amount satisfactory to the COUNTY. TALBOT HOUSE shall require all its contractors to carry insurance and bond in an amount not less than funds awarded by TALBOT HOUSE to its contractors.

ARTICLE XII
MODIFICATION

12.1 The COUNTY may, at its discretion and upon provision of proper notice to TALBOT HOUSE, amend this Contract to conform to changes in Federal, State, and/or COUNTY guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Contract.

12.2 No modification to this Contract shall be binding on either party unless in writing and signed by both parties.

ARTICLE XIII
APPLICABLE LAWS AND COURTS

13.1 The COUNTY and TALBOT HOUSE agree the Contract and all Services and activities related thereto shall be governed and interpreted in all respects by the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Contract shall be the courts of the Tenth Judicial Circuit, Polk County, Florida.

ARTICLE XIV
NOTICES

14.1 The COUNTY and TALBOT HOUSE agree that any notice, demand or communication required to be given hereunder shall be written, addressed and delivered to the party for whom it is intended at the following address:

TALBOT HOUSE MINISTRIES OF LAKELAND, INC.:
Maria Cruz, Executive Director
Talbot House Ministries of Lakeland, Inc.
814 Kentucky Avenue
Lakeland, FL 33801

COUNTY:

Paula McGhee, Provider Services & Contract Manager
Health and Human Services, Polk County
2135 Marshall Edwards Drive
Bartow, FL 33830-6757

or to such other address as such party has specified by notice in writing to the other party. Notice shall be effective upon receipt or upon refusal to accept receipt. Notices must be (i) personally delivered; (ii) sent by recognized expedited delivery service; or (iii) mailed via registered or certified United States mail, postage prepaid with return receipt requested.

ARTICLE XV
SUSPENSION AND TERMINATION

15.1 Remedies for Non-compliance: If TALBOT HOUSE materially defaults or otherwise fails to comply with any term of this Contract, any Federal, State, or local law, or any applicable County policy, then the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:

A. Temporarily withhold cash payments pending TALBOT HOUSE's correction of the default or other deficiency, or the COUNTY's election of final remedies available to it.

B. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the Service, activity, or action not in compliance with required standards or conditions.

C. Wholly or partly suspend or terminate the Contract.

D. Withhold further funding under this Contract.

E. The COUNTY may withhold payment for all Services provided for under this Contract in the event that:

1. Treatment is not being provided according to State guidelines and regulations;

2. There is evidence of any unsafe or unethical conditions, which may place the health and safety of any client at risk;

3. The assurances contained herein are determined by the COUNTY to be false; or

4. The provisions of this Contract are not being adhered to.

F. Take other remedies that may be legally or equitably available.

15.2 Hearings Appeals: In taking an enforcement action listed in Section 15.1 or in any other provision of the Contract, the COUNTY will provide TALBOT HOUSE an opportunity for any hearing, appeal, or other administrative proceeding which the COUNTY may be required to provide or which TALBOT HOUSE is entitled to receive under any statute or regulation applicable to the particular action involved.

15.3 Efforts of Suspension and Termination: Costs resulting from obligations incurred by TALBOT HOUSE in clearing a suspension after termination of any contract or award are not allowable unless the COUNTY expressly authorizes payment of such costs. Other TALBOT HOUSE costs incurred during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

A. The costs result from obligations which were properly incurred by TALBOT HOUSE before the effective date of suspension or termination and not in anticipation of it or costs, in case of termination, which are non-cancelable; and

B. The costs would be allowable if the award was not suspended or if said award expired normally at the end of the funding period in which the termination takes effect.

15.4 Termination for Convenience: At any time during the term of this Contract, this Contract may be terminated, in whole or in part, for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination. In the case of a partial termination, if the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.

15.5 Termination of Scrutinized Companies: This Contract may be terminated at the option of the COUNTY if TALBOT HOUSE is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, this Contract may be terminated at the option of COUNTY if TALBOT HOUSE is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

ARTICLE XVI
TERM

16.1 This Contract shall take effect on the Effective Date. This Contract shall automatically renew for one-year renewal terms. The one-year renewal terms shall commence October 1st of their renewal year without further action of either Party unless: (i) the Contract has been terminated prior to that date pursuant to Article XV above; or (ii) on or before July 1st prior to the renewal, the COUNTY delivers notice to TALBOT HOUSE that the COUNTY has elected not to extend the Contract for the upcoming renewal term.

IN WITNESS WHEREOF the parties hereto duly execute this Contract as of the day and year first written above.

TALBOT HOUSE MINISTRIES OF LAKELAND, INC.
a Florida not-for-profit corporation

BY: Maria Cruz
Maria Cruz, Executive Director

DATE: 2/3/20

WITNESS

WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
Martha Santiago, Ed. D., Chair

DATE: _____

ATTEST: Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency:

BY: _____
County Attorney's Office

SCOPE OF SERVICES

TALBOT HOUSE will provide volunteer primary care, specialty care, dental care, and behavioral health services for those patients verified as qualified Polk County residents that are at or below 200% of the FPL guidelines. TALBOT HOUSE is a volunteer provider program and has no obligation to provide services to those who do not meet the eligibility criteria and/or if the services needed are not available or within the Scope of Services.

TALBOT HOUSE will:

- Coordinate a volunteer provider network to provide primary care, and when available, specialty care, ancillary and diagnostic services to include, but not be limited to, radiology, laboratory testing, and pharmacy services.
- Coordinate a volunteer provider network and staff a dental hygienist to provide dental services.
- Staff Mental Health Crisis Counselor(s) to be available to clients onsite. Services include, but are not limited to, assessing patients' mental health needs, providing crisis counseling, providing individual and group therapy to include relapse prevention and emotion regulation, and coordination with local health care providers.
- Recruit health care providers who have an active license from the appropriate licensing agency of the State of Florida to provide health and wellness related services.
- Provide diabetic patients with a treatment plan.
- Refer patients with a documented Body Mass Index (BMI) or diabetes to nutrition and/or diabetic education classes as needed.
- Screen all patients for tobacco use and provide cessation advice.
- Refer patients to the Polk HealthCare Plan who are potentially eligible and are interested in the Plan.

PERFORMANCE OBJECTIVES

TALBOT HOUSE will meet the minimum objectives:

- Provide Services to 150 Qualified Residents
- Of those served, 100 clients will receive dental services
- Of those served, 25 clients will be provided behavioral health services
- Provide patient satisfaction surveys regarding health care experience, wait times and communication
- Increase volunteer base

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY
Partner Name

Period of Report From _____ to _____

Please answer the below questions based on your organizations activity during the quarter reported.

I. Services Provided

Have you been able to offer new specialty services? ☐ Yes ☐ No

Comments: _____

Did you stop or have an interruption offering any services? ☐ Yes ☐ No

Reason: _____

Have you started a new health program? ☐ Yes ☐ No

Comments: _____

Do you see a need in the population served for a specific service you do not currently provide? ☐ Yes ☐ No

Comments: _____

II. Service Hours / Days

List days and hours clinic is open to the public: _____

Comments: _____

III. Personnel

Have you had a change in staffing of key personnel? ☐ Yes ☐ No

Comments: _____

IV. Funding

Federal Funding: _____

State Funding: _____

County Funding (other than IHC funding): _____

Municipal Funding: _____

Private Funding: _____

Donations: (monies, pharmaceuticals, eyeglasses, labs, x-rays, equipment, etc.) _____

Fund Raisers\Events Earnings: _____

Total Additional Funding: $ -

Are you actively applying for other grants? ☐ Yes ☐ No

Are you actively planning/organizing any fund raising events? ☐ Yes ☐ No

V. Additional Comments

_____

_____

BUDGET TEMPLATE

Funding Period:	FY 25/26 and subsequent years
Awarded Agency:	Talbot House Ministries of Lakeland, Inc.
Project Name:	Good Samaritan Free Clinic
Contract #:	20-219-IHC
Award Amount:	$234,000.00

	Budget (Awarded for this contract)	Other Polk County Funding	State Funding	Local City Funding	Other Funding Sources	Total Program Annual Budget
A. *Personnel Salaries and Wages	$210,036.00				$146,429.00	**$356,465.00**
B. *Fringe and Benefits	$20,197.50				$24,470.00	**$44,667.50**
C. Staff Travel	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
1. Client Visiting Travel Costs						**$0.00**
2. Staff Training Registration Fees						**$0.00**
3. Staff Training Travel Costs						**$0.00**
D. Patient Care Costs	$3,766.50	$0.00	$0.00	$0.00	$36,000.00	**$39,766.50**
1. Medical / Dental Supplies	$1,570.00				$25,000.00	**$26,570.00**
2. Medical / Dental Equipment (less than $5,000)	$796.50				$5,000.00	**$5,796.50**
3. Prescription Meds						**$0.00**
4. Medical-Subcontractor Fees (i.e. Procedures, screenings, labs, X-Rays, other medical diagnostics)	$1,400.00				$6,000.00	**$7,400.00**
E. Contractual / Professional Services	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
1. Legal						**$0.00**
2. Audit						**$0.00**
3. Accounting						**$0.00**
4. Deaf and Hard of Hearing Services / Interpreting Services						**$0.00**
5. Background / Fingerprinting / Screening						**$0.00**
6. Pre-Employment Screening						**$0.00**
7. Information Technology related charges						**$0.00**
8. Biomedical waste, laundry, shredding, etc.						**$0.00**
9. Other Consulting / Contractual Services						**$0.00**
F. Office Expenses	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
1. Telephone, Internet, Fax						**$0.00**
2. Utilities						**$0.00**
3. Postage and Shipping						**$0.00**
4. Office Supplies						**$0.00**
5. Copying / Printing (Inside & Outside)						**$0.00**
6. Equipment (less than $5,000)					$6,987.00	**$6,987.00**
7. Computers & Software (less than $5,000)					$6,987.00	**$6,987.00**
8. Furniture (less than $5,000)						**$0.00**
G. Lease / Rent	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
1. Medical / Operational Equipment						**$0.00**
2. Building						**$0.00**
H. Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
1. Janitorial Services						**$0.00**
2. Routine Repairs						**$0.00**
I. Insurance						**$0.00**
J. Memberships & Subscriptions	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
1. Membership Fees						**$0.00**
2. Subscriptions						**$0.00**
K. Capital (Equipment, buildings, & land greater than $5,000)						**$0.00**
Total Program	**$234,000.00**	**$0.00**	**$0.00**	**$0.00**	**$206,899.00**	**$440,899.00**

* Cost of living adjustments are allowable on Fiscal Year Two and forward, not to exceed 3%.

The forgoing budget and timeline are for planning purpose and are not binding. Any revisions to the budget must be submitted in writing to the county. Please contact your assigned Contract Manager for assistance.

Maria Cruz, Executive Director
Awarded Agency Authorized Representative Name

Date

Authorized Representative Ink Signature Required

Executive Director
Title

INVOICE SAMPLE

Logo
Name

Partner
[Street Address]
[City, ST ZIP Code]

Date: October 16, 2025
Invoice #: [100]
Service Period: [00-00-00 to 99-99-99]
Contract Number: [99-999-IHC]

To: **Polk County, a political subdivision of the State of Florida**
Community Health Care
2135 Marshall Edwards Drive
Bartow FL, 33830

Category	Description	Budget	Invoice 1st Quarter	Invoice 2nd Quarter	Invoice 3rd Quarter	Invoice 4th Quarter	YTD Total	Balance
Personnel Salaries and Wages		$ -					$ -	$ -
Fringe and Benefits		$ -					$ -	$ -
Staff Travel		$ -					$ -	$ -
	Client Visiting Travel Costs	$ -					$ -	$ -
	Staff Training Registration Fees	$ -					$ -	$ -
	Staff Training Travel Costs	$ -					$ -	$ -
Patient Care Costs		$ -					$ -	$ -
	Medical / Dental Supplies	$ -					$ -	$ -
	Medical / Dental Equipment (less than $5,000)	$ -					$ -	$ -
	Prescription Meds	$ -					$ -	$ -
	Medical-Subcontractor Fees (i.e. Procedures, screenings, labs, X-rays, other medical diagnostics)	$ -					$ -	$ -
Contractual / Professional Services		$ -					$ -	$ -
	Legal	$ -					$ -	$ -
	Audit	$ -					$ -	$ -
	Accounting	$ -					$ -	$ -
	Deaf and Hard of Hearing Services / Interpreting Services	$ -					$ -	$ -
	Background / Fingerprinting / Screening	$ -					$ -	$ -
	Pre-Employment Screening	$ -					$ -	$ -
	Information Technology related charges	$ -					$ -	$ -
	Biomedical waste, laundry, shredding, etc.	$ -					$ -	$ -
	Other Consulting / Contractual Services	$ -					$ -	$ -
Office Expenses		$ -					$ -	$ -
	Telephone, Internet, Fax	$ -					$ -	$ -
	Utilities	$ -					$ -	$ -
	Postage and Shipping	$ -					$ -	$ -
	Office Supplies	$ -					$ -	$ -
	Copying / Printing (Inside & Outside)	$ -					$ -	$ -
	Equipment (less than $5,000)	$ -					$ -	$ -
	Computers & Software (less than $5,000)	$ -					$ -	$ -
	Furniture (less than $5,000)	$ -					$ -	$ -
Lease / Rent		$ -					$ -	$ -
	Medical / Operational Equipment	$ -					$ -	$ -
	Building	$ -					$ -	$ -
Maintenance		$ -					$ -	$ -
	Janitorial Services	$ -					$ -	$ -
	Routine Repairs	$ -					$ -	$ -
Insurance		$ -					$ -	$ -
Memberships & Subscriptions		$ -					$ -	$ -
	Membership Fees	$ -					$ -	$ -
	Subscriptions	$ -					$ -	$ -
Capital (Equipment, Buildings and Land greater than $5,000)		$ -					$ -	$ -
Grand Total:		$ -	$ -	$ -	$ -	$ -	$ -	$ -

I certify the above to be accurate and in agreement with this agency's record and with the terms of this agreement. Additionally, I certify that any reports accompanying this invoice are true and correct reflection of this period's activities, as stipulated by this agreement.

Authorized Name (Print) _____ Title _____

Authorized Signature _____ Date _____

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____(Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Talbot House Ministries of Lakeland, Inc.
NONGOVERNMENTAL ENTITY

Maria Cruz
SIGNATURE

Maria Cruz
PRINT NAME

Executive Director
TITLE

2/3/20
DATE

FOREIGN COUNTRY OF CONCERN AFFIDAVIT
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Talbot House Ministries of Lakeland, Inc. (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

PRINTED NAME: Maria Cruz

TITLE: Executive Director

SIGNATURE: 2/3/26 (MC)

DATE: 2/3/26

POLK COUNTY
CONTRACT FOR SERVICES
CONTRACT # 20-219-IHC

This Contract for Services ("Contract") is made effective from **October 1, 2020** ("Effective Date") to **September 30, 2023** by and between **Talbot House Ministries of Lakeland, Inc.**, a Florida not-for profit corporation ("TALBOT HOUSE"), and Polk County, a political subdivision of the State of Florida ("COUNTY"), (TALBOT HOUSE and COUNTY shall be jointly referred to herein as the "Parties").

WHEREAS, the COUNTY and TALBOT HOUSE desire to enter into a Contract to allow for the provision of free health services for qualified Polk County residents at or below 200% of the Federal Poverty Level ("FPL"); and

WHEREAS, the Volunteer Health Care Provider Program (VHCPP) was created by the State of Florida to increase access to health care for uninsured and underserved Floridians and to increase the number of health care volunteers through the extension of state-sponsored sovereign immunity protection; and

WHEREAS, the TALBOT HOUSE is comprised of, or contracts with, one or more qualified volunteer health care professionals who participate in the Volunteer Health Care Provider Program, and

WHEREAS, the TALBOT HOUSE is capable and willing to provide, or arrange for the provision of, free health care services;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I
SERVICE DELIVERY

1.1 The recitals stated above are true, correct, and incorporated into this Contract.

1.2 TALBOT HOUSE shall undertake and perform all tasks and services as identified in the Scope of Services ("Services") in Exhibit A, attached hereto and incorporated herein by reference, for those patients verified as qualified Polk County residents that are at or below 200% of the FPL guidelines.

1.3 The Scope of Services shall not be altered without prior written approval from the COUNTY.

1.4 Funding provided by the Contract shall be used to treat only Qualified Residents of Polk County, as defined in section 212.055(7) Florida Statutes and Polk County Ordinance 2015-076, as it may be subsequently amended.

ARTICLE II
FUNDING

2.1 The COUNTY agrees to pay TALBOT HOUSE the budgeted amount not to exceed One Hundred Seventy-Five Thousand Two Hundred Thirty-Eight and no/100 dollars ($175,238) annually as described in Exhibit D ("Budget") and pursuant to the procedures listed at ARTICLE III herein. Notwithstanding the foregoing or anything to the contrary contained herein, the COUNTY's obligation to pay the aforementioned amount is expressly contingent on annual appropriations being approved by the COUNTY's Board of County Commissioners of the referenced budgeted amount.

2.2 If payment has been made to TALBOT HOUSE by the COUNTY for a Service not covered by this Contract, TALBOT HOUSE shall promptly refund such payment provided written notice of payment for such non-covered Service has been made by the COUNTY.

2.3 TALBOT HOUSE will make all efforts to acquire federal funding and any available state or local funding for its facility and operation in addition to that received by COUNTY.

ARTICLE III
PROCEDURES FOR INVOICING AND PAYMENT

3.1 TALBOT HOUSE shall deliver, or cause to be delivered, a quarterly invoice by utilizing an invoice on TALBOT HOUSE's letterhead in form and content similar to the form found in Exhibit E. Invoices will be submitted by the last calendar day of the month following the end of the quarter which is the subject of the report.

A. The COUNTY may, at its discretion, inspect and copy any documents, records, and files retained by TALBOT HOUSE to verify accuracy of invoices and reports.

3.2 Upon receiving the invoices and supporting documentation, the COUNTY shall review such invoices and supporting documentation to determine whether the invoiced items are proper for payment. Payments for Services will be made by the COUNTY to TALBOT HOUSE on a quarterly basis based upon approved invoices.

ARTICLE IV
REPORTING

4.1 TALBOT HOUSE shall provide the COUNTY with the below Quarterly Reporting. All Quarterly Reporting is due by the last calendar day of the month following the end of each quarter.

A. Performance Objectives Report (Exhibit B)

B. Executive Summary (Exhibit C)

C. VHCPP Report – TALBOT HOUSE will furnish to the COUNTY a copy of the VHCPP Report that TALBOT HOUSE provides to the Florida Department of Health.

D. Summary of Services - TALBOT HOUSE will use the county-wide, COUNTY provided electronic shared data information system to determine and record client eligibility, track program data, services, and to utilize for purpose of sending eligibility referrals electronically to the Polk HealthCare Plan for potential membership. From the data entered into the shared data information system by the tenth (10th) day of the following month of each quarter, a Community Partner Summary of Services Report (CPQR) will be generated by the shared data information system for review and signature to signify agreement with the data reported.

4.2 TALBOT HOUSE shall provide the COUNTY with additional relevant information relating to the Services and/or program, upon request, as needed. To the extent possible, the COUNTY will specify what additional information it may need to be provided by TALBOT HOUSE at least ten (10) days before the information deadline imposed by the COUNTY. COUNTY will provide TALBOT HOUSE with information relevant to the shared data information system support and coordination upon request, as needed.

4.3 TALBOT HOUSE shall submit to the COUNTY an annual financial report and copies of any audits performed for its applicable fiscal year within thirty (30) calendar days of its issuance.

4.4 If TALBOT HOUSE is unable to submit any required reporting by the due date, TALBOT HOUSE shall notify the COUNTY in writing prior to the due date. The COUNTY may withhold payment in accordance with ARTICLE XV of this Contract until all required reporting has been submitted to the COUNTY by TALBOT HOUSE.

ARTICLE V
EVALUATION AND MONITORING

5.1 TALBOT HOUSE agrees that the COUNTY will carry out monitoring and evaluation of activities as determined necessary by the COUNTY. The continuation of this Contract is contingent upon satisfactory evaluation conclusion. Such monitoring and evaluation will be based on the terms of this Contract and

outcome measures. TALBOT HOUSE agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as is determined necessary by the COUNTY for purposes of monitoring and evaluation under this Contract and shall submit to the COUNTY any information and status reports required by the COUNTY on forms approved by the COUNTY.

5.2 The COUNTY and TALBOT HOUSE hereby mutually agree to outcomes and performance goals identified in Exhibit B. TALBOT HOUSE will furnish to the COUNTY the data that will be used to evaluate the effectiveness of the Services funded under this Contract.

5.3 TALBOT HOUSE gives the COUNTY, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Services provided under the terms of this Contract.

ARTICLE VI
FINANCIAL RESPONSIBILITY

6.1 TALBOT HOUSE shall keep and maintain all books, records, and documents pertaining to the Services and this Contract in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this Contract and in accordance with Florida's Public Records Act.

6.2 TALBOT HOUSE shall provide for inspection, copying, and audit purposes (upon request) all files, records, and documents pertaining to the Services delivered and all related activities.

6.3 Any funds expended in violation of this Contract shall be refunded in full by TALBOT HOUSE to COUNTY from non-federal and non-state resources.

ARTICLE VII
ASSURANCES

7.1 TALBOT HOUSE agrees that it will comply with the following assurances:

A. TALBOT HOUSE agrees to comply with all applicable Federal, State, and County constitutions, laws, ordinances, codes and regulations now in effect and hereafter adopted in the performance of this Contract, including, without limitation, section 766.1115, Florida Statutes; Chapter 64I-2 of the Florida Administrative Code; Chapter 119, Florida Statutes; and section 286.011, Florida Statutes. The Bylaws and Policies and Procedures, and Articles of Incorporation of TALBOT HOUSE shall also regulate the program operation of TALBOT HOUSE. Any conflict or inconsistency between the Federal, State, or County guidelines and regulations, TALBOT HOUSE's corporate governance documents, and this Contract shall be resolved in favor of the most restrictive regulations.

B. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which TALBOT HOUSE receives Federal financial assistance.

C. TALBOT HOUSE shall not exclude eligible residents from participation in any program on the grounds of race, color, national origin, sex, religion, handicap, or familial status.

D. TALBOT HOUSE shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, TALBOT HOUSE shall disclose such situations to the COUNTY and the County Attorney's Office for review.

E. In accordance with the Drug Free Workplace Act of 1988, TALBOT HOUSE certifies that it has a policy designed to ensure that TALBOT HOUSE's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.

F. TALBOT HOUSE certifies compliance with Paragraph (2)(a) of Section 287.133 Florida Statutes, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." TALBOT HOUSE acknowledges that this Contract shall be void if they have violated the above-referenced statute. Additionally, TALBOT HOUSE shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

G. As a covered entity, TALBOT HOUSE warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the provisions of the Privacy Rule, Security Rules adopted by the Department of Health and Human Services ("HHS"), the Health Information Technology for Economic and Clinical Health Act of 2009, as amended ("HITECH Act"), and the Florida Information Protection Act of 2014, as amended ("FIPA"). TALBOT HOUSE further agrees that it shall restrict disclosure or usage of Protected Health Information ("PHI") it obtains or creates through its association with the COUNTY to the exclusive purposes established by this Contract.

H. To the extent TALBOT HOUSE dispenses medicinal drugs, TALBOT HOUSE assures that its practitioners shall comply with and be subject to all laws and rules applicable to pharmacists and pharmacies, including, without limitation, Chapters 465, 499 and 893, Florida Statutes, and all federal laws and federal regulations.

ARTICLE VIII
GENERAL PROVISIONS

8.1 As applicable, TALBOT HOUSE agrees to abide by the provision of Section 112.3135, Florida Statutes, pertaining to Restriction on Employment of Relatives, Chapter 119, Florida Statutes, pertaining to Public Records, and Section 286.011, Florida Statutes, pertaining to Public Business in their performance under this Contract.

8.2 Public Meetings and Records.

A. TALBOT HOUSE acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Contract. TALBOT HOUSE further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, TALBOT HOUSE shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

B. Without in any manner limiting the generality of the foregoing, to the extent applicable, TALBOT HOUSE acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1. keep and maintain public records required by the COUNTY to perform the Services required under this Contract;

2. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if TALBOT HOUSE does not transfer the records to the COUNTY; and

4. upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of TALBOT HOUSE or keep and maintain public records required by the COUNTY to perform the service. If TALBOT HOUSE transfers all public records to the COUNTY upon completion of this Contract, TALBOT HOUSE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TALBOT HOUSE keeps and maintains public records upon completion of this Contract, TALBOT HOUSE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

C. **IF TALBOT HOUSE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TALBOT HOUSE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

8.3 The entire Contract between the Parties and its corresponding Exhibits are set forth herein and contained within this document and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

8.4 This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.

8.5 All notices required by this Contract shall be in writing.

ARTICLE IX
CONFLICT OF INTEREST

9.1 No person who is an employee, agent, consultant, officer, or appointed official of TALBOT HOUSE and who is in a position to participate in a decision making process or gain inside information with regard to activities relevant to the terms of this Contract, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or Contract with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

ARTICLE X
INDEMNIFICATION

10.1 TALBOT HOUSE shall indemnify and hold harmless the COUNTY, its agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs, and judgments of every

kind and description to which the COUNTY, its agents or employees, may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence, or fault of TALBOT HOUSE or its qualified physicians committed in connection with this Contract, TALBOT HOUSE's performance hereof, or any work performed hereunder. TALBOT HOUSE shall indemnify and hold harmless the COUNTY, its agents and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs of judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, County, or City law, ordinance, or regulation by TALBOT HOUSE or its agents and employees. Funds made available pursuant to this Contract shall not be used by TALBOT HOUSE for the purpose of initiating or pursuing litigation against the COUNTY.

10.2 TALBOT HOUSE agrees to continually provide insurance, at least to the extent and coverage amounts described in ARTICLE XI below. Prior to the execution of the Contract, TALBOT HOUSE shall furnish the COUNTY with written verification of the existence of such insurance coverage in accordance with Section 11.2, below.

10.3 If any of the TALBOT HOUSE's health care professionals are provided sovereign immunity under the State of Florida's Volunteer Health Care Provider Program, then the TALBOT HOUSE shall maintain all documents necessary to evidence such sovereign immunity.

ARTICLE XI
INSURANCE

11.1 TALBOT HOUSE shall maintain at all times the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amount of coverage not less than those set forth below:

A. Workers' Compensation -- in compliance with State and Federal laws.

B. Comprehensive General Liability -- $1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

1. Premises and Operations; and

2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverages.

C. Independent Contractors (if applicable) -- Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability.

D. Medical Professional Liability -- $1,000,000.00 combined single limit of liability for bodily injuries, death, and personal injury and errors and omissions resulting from any one occurrence.

11.2 TALBOT HOUSE shall provide to the COUNTY a copy of the Certificate of Insurance to evidence such coverage prior to commencement of work under the terms of this Contract. Such Certificate of Insurance shall provide that there shall be no termination, non-renewal modification, or expiration of such coverage except with forty-five (45) calendar days prior written notice to the COUNTY.

11.3 The COUNTY shall be named as an additional insured on all policies related to the activities carried under the terms of this Contract, excluding Workers' Compensation. Waiver of subrogation applies in favor of the COUNTY with regards to General Liability and Employers Liability.

11.4 All insurance coverage shall be written with a firm having an A.M. Best Rating of at least the A category and size category of VIII.

11.5 In the event of any failure by TALBOT HOUSE to comply with the provisions, the COUNTY may, at its option, on notice to TALBOT HOUSE suspend the Contract for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at TALBOT HOUSE's expense, provided that the COUNTY shall have no obligation to do so. TALBOT HOUSE shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

11.6 TALBOT HOUSE shall provide property insurance for all property in an amount satisfactory to the COUNTY. TALBOT HOUSE shall require all its contractors to carry insurance and bond in an amount not less than funds awarded by TALBOT HOUSE to its contractors.

ARTICLE XII
MODIFICATION

12.1 The COUNTY may, at its discretion and upon provision of proper notice to TALBOT HOUSE amend this Contract to conform to changes in Federal, State, and/or County guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Contract.

12.2 No modification to this Contract shall be binding on either party unless in writing and signed by both parties.

ARTICLE XIII
APPLICABLE LAWS AND COURTS

13.1 The COUNTY and TALBOT HOUSE agree that all activities shall be governed in all respects by the laws of the State of Florida, venue in the courts of Polk County, Florida.

ARTICLE XIV
NOTICES

14.1 The COUNTY and TALBOT HOUSE agree that any notice, demand, or communication required to be given hereunder shall be written, addressed, and delivered to the party for whom it is intended at the following address:

TALBOT HOUSE MINISTRIES OF LAKELAND, INC.:
Brenda Reddout, Executive Director
Talbot House Ministries of Lakeland, Inc.
814 Kentucky Avenue
Lakeland, FL 33801

COUNTY:
Paula McGhee, Provider Services Manager
Health and Human Services
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-519-2003

or to such other address as such party has specified by notice in writing to the other party. Notice shall be effective upon receipt or upon refusal to accept receipt. Notices must be (i) personally delivered; (ii) sent by recognized expedited delivery service; or (iii) mailed, via registered or certified United States mail, postage prepaid with return receipt requested.

ARTICLE XV
SUSPENSION AND TERMINATION

15.1 Remedies for Non-compliance: If TALBOT HOUSE materially fails to comply with any term of this Contract, or of any Federal, State, County, or other local law, or any County policy, or any other applicable rule or regulation, then the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:

A. Temporarily withhold cash payments pending correction of the deficiency by TALBOT HOUSE or pending more severe enforcement action by the COUNTY.

B. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

C. Wholly or partly suspend or terminate the Contract.

D. Withhold further funding under this Contract.

E. Withhold payment for all Services provided for under this Contract in the event that:

1. Treatment is not being provided according to State guidelines and regulations;

2. There is evidence of unsafe or unethical conditions, which may place the health and safety of any client at risk;

3. The assurances contained herein are determined by the COUNTY to be false; or

4. The provisions of this Contract are not being adhered to.

F. Take other legal or equitable remedies that may be available.

15.2 Hearings Appeals: In taking an enforcement action listed in Section 15.1 or any other provision of the Contract, the COUNTY will provide TALBOT HOUSE an opportunity for such hearing, appeal, or other administrative proceeding to which the COUNTY or TALBOT HOUSE is entitled to under any statute or regulation applicable to the action involved.

15.3 Efforts of Suspension and Termination: Costs resulting from obligations incurred by TALBOT HOUSE in clearing a suspension after termination of an award are not allowable unless the COUNTY expressly authorizes them in the nature of said suspension or termination or subsequently. Other TALBOT HOUSE costs incurred during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

A. The costs result from obligations which were properly incurred by TALBOT HOUSE before the effective date of suspension or termination and not in anticipation of it, or the costs, in case of termination, which are non-cancelable; and

B. The costs would be allowable if the award was not suspended or if said award expired normally at the end of the funding period in which the termination takes effect.

15.4 Termination for Convenience: At any time during the term of this Contract, this Contract may be terminated, in whole or in part, for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination. In the case of a partial termination, if the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.

15.5 Termination of Scrutinized Companies: This Contract may be terminated at the option of the COUNTY if TALBOT HOUSE is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, this Contract may be terminated at the option of COUNTY if TALBOT HOUSE is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract as of the Effective Date.

TALBOT HOUSE MINISTRIES OF LAKELAND, INC., a Florida not-for-profit corporation

BY: Brenda Reddout
Brenda Reddout, Executive Director

DATE: 22 July 2020

Deborah Vantrease
Witness

Dorothy Hurst-Jedrow
Witness

POLK COUNTY, a political subdivision of the State of Florida

BY:
W.C. Braswell, Commissioner ~~Chair~~

DATE: 8/18/2020

ATTEST: Stacy M. Butterfield, Clerk

BY: Alison Holland
Deputy Clerk

Reviewed as to Form:

BY:
County Attorney Office

SCOPE OF SERVICES

TALBOT HOUSE will provide volunteer primary care and specialty care for those patients verified as qualified Polk County residents that are at or below 200% of the FPL guidelines. TALBOT HOUSE is a volunteer provider program and has no obligation to provide services to those who do not meet the eligibility criteria and/or if the services needed are not available or within the Scope of Services.

TALBOT HOUSE will:

- Coordinate a volunteer provider network to provide primary care, and when available, specialty care, ancillary and diagnostic services to include, but not be limited to, radiology, laboratory testing, and pharmacy services,
- Recruit health care providers who have an active license from the appropriate licensing agency of the State of Florida to provide health and wellness related services,
- Provide diabetic patients with a treatment plan,
- Refer patients with a documented Body Mass Index (BMI) or diabetes to nutrition and/or diabetic education classes as needed,
- Screen all patients for tobacco use and provide cessation advice,
- Refer potentially eligible patients to the Polk HealthCare Plan.

PERFORMANCE OBJECTIVES

Performance Objectives
Talbot House Ministries of Lakeland, Inc.
FY _____

Performance Goal	Fiscal Target	Quarter 1 Value	Quarter 2 Value	Quarter 3 Value	Quarter 4 Value	Fiscal YTD Value
Percent of clients verified as Polk County residents utilizing a Declaration of Domicile Form	<30%					
Percent of clients with documented BMI below 18.5 or greater than 24.9 who are referred to nutrition education classes	100%					
Percent of clients with diabetes who are referred to nutrition and/or diabetic education classes	100%					
Percent of clients screened for tobacco use	100%					

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY
Partner Name

Period of Report From _____ to _____

Please answer the below questions based on your organizations activity during the quarter reported.

I. Services Provided

Have you been able to offer new specialty services? ☐ Yes ☐ No

Comments: _____

Did you stop or have an interruption offering any services? ☐ Yes ☐ No

Reason: _____

Have you started a new health program? ☐ Yes ☐ No

Comments: _____

Do you see a need in the population served for a specific service you do not currently provide? ☐ Yes ☐ No

Comments: _____

II. Service Hours / Days

List days and hours clinic is open to the public: _____

Comments: _____

III. Personnel

Have you had a change in staffing of key personnel? ☐ Yes ☐ No

Comments: _____

IV. Funding

Federal Funding: _____

State Funding: _____

County Funding (other than IHC funding): _____

Municipal Funding: _____

Private Funding: _____

Donations: (monies, pharmaceuticals, eyeglasses, labs, x-rays, equipment, etc.) _____

Fund Raisers\Events Earnings: _____

Total Additional Funding: $ -

Are you actively applying for other grants? ☐ Yes ☐ No

Are you actively planning/organizing any fund raising events? ☐ Yes ☐ No

V. Additional Comments

_____

_____

BUDGET TEMPLATE

BUDGET FORM

Talbot House Ministries of Lakeland, Inc.
814 North Kentucky Avenue
Lakeland, FL 33801

MEDICAL

To: **Polk Co., a political subdivision of the State of Florida**
Indigent Health Care
2135 Marshall Edwards Drive
Bartow FL, 33805

Agreement # 20-219-IHC

Category	Description	FTE's	Oct'20-Sept'21 Award Year 1	Oct'21-Sept'22 Award Year 2	Oct'22-Sept'23 Award Year 3	Annual In- Kind Match
	Clinical Staff Salaries	4	$ 59,000.00	$ 59,000.00	$ 59,000.00	$ -
	Administrative Staff Salaries	2	$ 22,000.00	$ 22,000.00	$ 22,000.00	$ -
	Fringe and Benefits		$ 16,200.00	$ 16,200.00	$ 16,200.00	$ -
Personnel Total:			$ 97,200.00	$ 97,200.00	$ 97,200.00	$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		$ 17,438.00	$ 17,438.00	$ 17,438.00	$ 805,243.00
	Staff Travel for Patient Services		$ -	$ -	$ -	$ -
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)		$ 3,000.00	$ 3,000.00	$ 3,000.00	$ -
	Conference/Training		$ 2,500.00	$ 2,500.00	$ 2,500.00	$ -
Program Direct Services Total:			$ 22,938.00	$ 22,938.00	$ 22,938.00	$ 805,243.00
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)					$ -
	Insurance/License (Liability, auto, workers comp and professional licensing)		$ 1,700.00	$ 1,700.00	$ 1,700.00	$ -
	Dues /Membership (subscriptions)					$ -
	Communication (telephone, internet, fax)					$ -
	Utilities (water, electric, gas, sewer)					$ -
	Rentals/Leases (building, land, for admin offices)					$ -
	Maintenance/Repairs (of office space)					$ -
	Office Supplies (general office, computer and equipment <$1,000)		$ 6,000.00	$ 6,000.00	$ 6,000.00	$ -
	Medical Software		$ 9,000.00	$ 9,000.00	$ 9,000.00	$ -
Operational Total:			$ 16,700.00	$ 16,700.00	$ 16,700.00	$ -
Grand Total:			$ 136,838.00	$ 136,838.00	$ 136,838.00	$ 805,243.00

The foregoing budget and timeline are for planning purposes of the parties and are not binding.
Any revisions to the budget must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow FL 33830 or scanned color copy via email to ihcfiscal@polk.county.net

Brenda C. Reddout, Executive Director
Authorized Representative Name and Title (Print)

Brenda C Reddout
Authorized Representative Signature

28-May-20
Date

BUDGET TEMPLATE

BUDGET FORM

Talbot House Ministries of Lakeland, Inc.
814 North Kentucky Avenue
Lakeland, FL 33801

DENTAL

To: **Polk Co., a political subdivision of the State of Florida**
Indigent Health Care
2135 Marshall Edwards Drive
Bartow FL, 33805

Agreement # 20-219-IHC

Category	Description	FTE's	Oct'20-Sept'21 Award Year 1	Oct'21-Sept'22 Award Year 2	Oct'22-Sept'23 Award Year 3	Annual In- Kind Match
	Clinical Staff Salaries	1	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ -
	Administrative Staff Salaries	0				$ -
	Fringe and Benefits		$ 6,000.00	$ 6,000.00	$ 6,000.00	$ -
Personnel Total:			$ 36,000.00	$ 36,000.00	$ 36,000.00	$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 50,539.00
	Staff Travel for Patient Services					
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)					
	Conference/Training					
Program Direct Services Total:			$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 50,539.00
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)					$ -
	Insurance/License (Liability, auto, workers comp and professional licensing)		$ 400.00	$ 400.00	$ 400.00	$ -
	Dues /Membership (subscriptions)					$ -
	Communication (telephone, internet, fax)					$ -
	Utilities (water, electric, gas, sewer)					$ -
	Rentals/Leases (building, land, for admin offices)					
	Maintenance/Repairs (of office space)					
	Office Supplies (general office, computer and equipment <$1,000)					
	Other:					
Operational Total:			$ 400.00	$ 400.00	$ 400.00	$ -
Grand Total:			$ 38,400.00	$ 38,400.00	$ 38,400.00	$ 50,539.00

The foregoing budget and timeline are for planning purposes of the parties and are not binding.
Any revisions to the budget must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow FL 33830 or scanned color copy via email to ihcfiscal@polk.county.net

Brenda C. Reddout, Executive Director
Authorized Representative Name and Title (Print)

Authorized Representative Signature

28-May-20
Date

INVOICE SAMPLE

Logo Name

[Your Company Name]
[Street Address]
[City, ST ZIP Code]

Date: June 22, 2020
Invoice #: [100]
Service Period: [00-00-00 to 99-99-99]
Contract Number: [99-999-IHC]

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Barrow FL, 33805

Category	Description	Budget	Invoice 1st Quarter	Invoice 2nd Quarter	Invoice 3rd Quarter	Invoice 4th Quarter	YTD Total	Balance
	Clinical Staff Salaries, Fringe and Benefits	$ -					$ -	$ -
	Administrative Staff Salaries	$ -					$ -	$ -
	Fringe and Benefits	$ -					$ -	$ -
Personnel Total:		$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)	$ -					$ -	$ -
	Staff Travel for Patient Services	$ -					$ -	$ -
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)	$ -					$ -	$ -
	Conference/Training	$ -					$ -	$ -
Program Direct Services Total:		$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)	$ -					$ -	$ -
	Insurance/License (Liability, auto, workers comp and professional licensing)	$ -					$ -	$ -
	Dues/Membership (subscriptions)	$ -					$ -	$ -
	Communication (telephone, internet, fax)	$ -					$ -	$ -
	Utilities (water, electric, gas, sewer)							
	Rentals/Leases (building, land, for admin offices)	$ -					$ -	$ -
	Maintenance/Repairs (of office space)	$ -					$ -	$ -
	Office Supplies (general office, computer and equipment <$1,000)	$ -					$ -	$ -
	Other:	$ -					$ -	$ -
Operational Total:		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grand Total:		$ -	$ -	$ -	$ -	$ -	$ -	$ -

I certify the above to be accurate and in agreement with this agency's record and with the terms of this agreement. Additionally, I certify that any reports accompanying this invoice are true and correct reflection of this period's activities, as stipulated by this agreement.

Authorized Name (Print) _____ **Title** _____

Authorized Signature _____ **Date** _____

STATE OF FLORIDA
COUNTY OF _____

Personally known: _____
OR Produced Identification: _____
Identification Produced: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

_____ Print Name of Notary Public

_____ Signature of Notary Public

_____ Date

(Seal)

POLK COUNTY
FIRST AMENDMENT TO CONTRACT FOR SERVICES
CONTRACT #20-219-IHC

This First Amendment to Contract for Services ("First Amendment") by and between **Talbot House Ministries of Lakeland, Inc.**, a Florida not-for-profit corporation ("TALBOT HOUSE"), and Polk County, a political subdivision of the State of Florida ("COUNTY") is effective as of April 1, 2022, ("First Amendment Effective Date"). (TALBOT HOUSE and COUNTY shall be referred to jointly as the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Contract for Services, which is effective from the 1st day of October, 2020 (the Contract); and

WHEREAS, the Parties now desire to enter into this First Amendment for the purposes of a one-time allowance of reimbursement for the purchase of capital expenditures for TALBOT HOUSE's dental program and for purposes of modifying certain provisions of the Contract; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Contract;

NOW THEREFORE, in consideration of the mutual promises set fourth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Exhibit D Budget Template is replaced with the attached Exhibit D.

3. Article VIII: GENERAL PROVISIONS, is amended to add the following section:

8.6 Employment Eligibility Verification (E-Verify)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties during the term of this contract; and

2. All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

4. Except as specifically set forth in this First Amendment, all the terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto duly execute this First Amendment effective the First Amendment Effective Date.

TALBOT HOUSE MINISTRIES OF LAKELAND, INC., a Florida not-for-profit corporation

By: _____
Brenda Reddout, Executive Director

Date: 22 July 2022

_____
Witness

_____
Witness

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Dr. Martha Santiago, Chair

Date: 8/2/22

ATTEST: Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
County Attorney's Office

BUDGET TEMPLATE

BUDGET FORM

TALBOT HOUSE MINISTRIES **MEDICAL**
814 North Kentucky Avenue
Lakeland FL 33801

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Bartow FL, 33805

Agreement # 20-219-IHC

Category	Description	FTE's	Year 1 Oct'20-Sept'21	Year 2 Oct'21-Sept'22	Year 3 Oct'22-Sept'23	Annual In- Kind Match
	Clinical Staff Salaries		$ 59,000.00	$ 63,000.00	$ 59,000.00	
	Administrative Staff Salaries		$ 22,000.00	$ 19,000.00	$ 22,000.00	
	Fringe and Benefits		$ 16,200.00	$ 14,700.00	$ 16,200.00	
Personnel Total:			**$ 97,200.00**	**$ 96,700.00**	**$ 97,200.00**	$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		$ 17,438.00	$ 2,388.00	$ 17,438.00	$ 805,243.00
	Staff Travel for Patient Services					
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)		$ 3,000.00	$ 750.00	$ 3,000.00	
	Conference/Training		$ 2,500.00	$ 268.00	$ 2,500.00	
Program Direct Services Total:			**$ 22,938.00**	**$ 3,406.00**	**$ 22,938.00**	**$ 805,243.00**
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)					
	Insurance/License (Liability, auto, workers comp and professional licensing)		$ 1,700.00	$ 1,146.00	$ 1,700.00	
	Dues /Membership (subscriptions)					
	Communication (telephone, internet, fax)					
	Utilities (water, electric, gas, sewer)					
	Rentals/Leases (building, land, for admin offices)					
	Maintenance/Repairs (of office space)					
	Office Supplies (general office, computer and equipment <$1,000)		$ 6,000.00		$ 6,000.00	
	Other:		$ 9,000.00		$ 9,000.00	
Operational Total:			**$ 16,700.00**	**$ 1,146.00**	**$ 16,700.00**	$ -
Grand Total:			**$ 136,838.00**	**$ 101,252.00**	**$ 136,838.00**	**$ 805,243.00**

The foregoing budget and timeline are for planning purposes of the parties and are not binding. Any revisions to the budget must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow FL 33830 or scanned color copy via email to ihcfiscal@polk-county.net

Brenda C. Reddout, Executive Director
Authorized Representative Name and Title (Print)

Brenda C. Reddout
Authorized Representative Signature

22 July 22
Date

BUDGET TEMPLATE

BUDGET FORM

TALBOT HOUSE MINISTRIES **DENTAL**

814 North Kentucky Avenue
Lakeland FL 33801

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Bartow FL, 33805

Agreement # 20-219-IHC

Category	Description	FTE's	Year 1 Oct'20-Sept'21	Year 2 Oct'21-Sept'22	Year 3 Oct'22-Sept'23	Annual In- Kind Match
	Clinical Staff Salaries	1	$ 30,000.00	$ 30,000.00	$ 30,000.00	
	Administrative Staff Salaries	0				
	Fringe and Benefits		$ 6,000.00	$ 6,000.00	$ 6,000.00	
Personnel Total:			**$ 36,000.00**	**$ 36,000.00**	**$ 36,000.00**	**$ -**
	Direct Services to Patients (medical services/supplies, medications, etc.)		$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 50,539.00
	Staff Travel for Patient Services					
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)					
	Conference/Training					
Program Direct Services Total:			**$ 2,000.00**	**$ 2,000.00**	**$ 2,000.00**	**$ 50,539.00**
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)					
	Insurance/License (Liability, auto, workers comp and professional licensing)		$ 400.00	$ -	$ 400.00	
	Dues /Membership (subscriptions)					
	Communication (telephone, internet, fax)					
	Utilities (water, electric, gas, sewer)					
	Rentals/Leases (building, land, for admin offices)					
	Maintenance/Repairs (of office space)					
	Office Supplies (general office, computer and equipment <$1,000)					
	Other:					
Operational Total:			**$ 400.00**	**$ -**	**$ 400.00**	**$ -**
	Equipment >= $1,000.00			$ 35,986.00		
Capital Total:			**$ -**	**$ 35,986.00**	**$ -**	**$ -**
Grand Total:			**$ 38,400.00**	**$ 73,986.00**	**$ 38,400.00**	**$ 50,539.00**

The foregoing budget and timeline are for planning purposes of the parties and are not binding. Any revisions to the budget must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow FL 33830 or scanned color copy via email to ihcfiscal@polk-county.net

Brenda C. Reddout, Executive Director
Authorized Representative Name and Title (Print)

Brenda C. Reddout
Authorized Representative Signature

22 July 22
Date

POLK COUNTY
SECOND AMENDMENT TO CONTRACT FOR SERVICES
CONTRACT #20-219-IHC

This Second Amendment to Contract for Services ("Second Amendment") by and between **Talbot House Ministries of Lakeland, Inc.**, a Florida not-for-profit corporation ("TALBOT HOUSE"), and Polk County, a political subdivision of the State of Florida ("COUNTY") is effective as of October 1, 2022, ("Second Amendment Effective Date"). (TALBOT HOUSE and COUNTY shall be referred to jointly as the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Contract for Services, which is effective from the 1st day of October, 2020 (the Contract); and

WHEREAS, the Parties entered into the First Amendment for the purposes of a one-time allowance of reimbursement for the purchase of capital expenditures for TALBOT HOUSE's dental program and for purposes of modifying certain provisions of the Contract; and

WHEREAS, the Parties now desire to enter into this Second Amendment for the purposes of extending the term of the Contract and modifying certain provisions of the Contract; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Contract;

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The term of the Contract is effective from October 1, 2020 through September 30, 2025 (the Contract).

3. Exhibit D Budget is amended to include the attached Exhibit D for the extended term of the Contract.

4. Article IV: REPORTING is amended to be REPORTING AND POLK HEALTHCARE PLAN REFERRALS and is amended to add the following sections:

   4.5 Polk HealthCare Plan Membership Referrals.

   A. TALBOT HOUSE shall request and obtain information from each individual who seeks Services from TALBOT HOUSE sufficient for TALBOT HOUSE to determine whether the individual could qualify for membership in the Polk HealthCare Plan. For purposes of making the determination, TALBOT HOUSE shall assume the information an individual provides is accurate and true. If TALBOT HOUSE determines an individual could qualify for Polk HealthCare Plan membership, then TALBOT HOUSE shall electronically refer the individual to the COUNTY via the shared data information system.

   B. TALBOT HOUSE acknowledges its referral of potentially qualified individuals to the Polk HealthCare Plan is an integral part of the Contract consideration it provides the COUNTY.

   4.6 Reporting will be monitored for correct and timely submission as well as referrals to the Polk HealthCare Plan as part of the evaluation and monitoring process described in Article V below. If TALBOT HOUSE would materially fail to comply with its Contract obligations, the COUNTY may seek the remedies stated in Article XV of this Contract.

5. Article V: EVALUATION AND MONITORING Section 5.1 is amended and restated as follows:

   5.1 TALBOT HOUSE agrees that the COUNTY will monitor and evaluate TALBOT HOUSE's performance of its Contract activities as determined necessary by the COUNTY to include without limitation TALBOT HOUSE's Article IV reporting and referral obligations. The continuation of the Contract is contingent upon the evaluations substantiating TALBOT HOUSE is satisfactorily performing all its Contract obligations. Such monitoring and evaluation shall be based on the terms of this Contract and outcome measures. TALBOT HOUSE agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as determined necessary by the COUNTY for purposes of monitoring and evaluation under this Contract and shall submit to the COUNTY any information and status reports required by the COUNTY on forms approved by the COUNTY.

6. Except as specifically set forth in this Second Amendment, all the terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto duly execute this Second Amendment effective the Second Amendment Effective Date.

TALBOT HOUSE MINISTRIES OF LAKELAND, INC., a Florida not-for-profit corporation

By: Brenda Reddout
Brenda Reddout, Executive Director

Date: 7 Sept 2022

Maria M. Cruz
Witness

Barbara H. Chance
Witness

POLK COUNTY, a political subdivision of the State of Florida

By: Martha Santiago
Dr. Martha Santiago, Chair

Date: 9/20/22

Q36

ATTEST: Stacy M. Butterfield, Clerk

Q36

By: Alison Holland
Deputy Clerk

Approved as to form and legal sufficiency:

By: Sean Nesmith
County Attorney's Office

BUDGET

BUDGET FORM

TALBOT HOUSE MINISTRIES
814 North Kentucky Avenue
Lakeland, FL 33801

MEDICAL

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Bartow, FL 33830

Agreement # 20-219-IHC

Category	Description	FTEs	Oct'23-Sept'24	Oct'24-Sept'25	Annual In-Kind Match
	Clinical Staff Salaries		$ 65,000.00	$ 65,000.00	
	Administrative Staff Salaries		$ 25,000.00	$ 25,000.00	
	Fringe and Benefits	18%	$ 16,200.00	$ 16,200.00	
Personnel Total:			**$ 106,200.00**	**$ 106,200.00**	$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		$ 3,000.00	$ 3,000.00	$ 839,124.00
	Staff Travel for Patient Services		$ 500.00	$ 500.00	
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)		$ 2,500.00	$ 2,500.00	
	Conference/Training		$ 1,500.00	$ 1,500.00	
Program Direct Services Total:			**$ 7,500.00**	**$ 7,500.00**	**$ 839,124.00**
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)		$ 1,000.00	$ 1,000.00	
	Insurance/License (Liability, auto, workers comp and professional licensing)		$ 1,500.00	$ 1,500.00	
	Dues /Membership (subscriptions)		$ 500.00	$ 500.00	
	Communication (telephone, internet, fax)		$ 1,000.00	$ 1,000.00	
	Utilities (water, electric, gas, sewer)		$ 1,000.00	$ 1,000.00	
	Rentals/Leases (building, land, for admin offices)		$ 2,500.00	$ 2,500.00	
	Maintenance/Repairs (of office space)		$ 10,000.00	$ 10,000.00	
	Office Supplies (general office, computer and equipment <$1,000)		$ 1,500.00	$ 1,500.00	
	Other:		$ 4,138.00	$ 4,138.00	
Operational Total:			**$ 23,138.00**	**$ 23,138.00**	$ -
Grand Total:			**$ 136,838.00**	**$ 136,838.00**	**$ 839,124.00**

The foregoing budget and timeline are for planning purposes of the parties and are not binding. Any revisions to the budget must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow FL 33830 or scanned color copy via email to ihcfiscal@polk-county.net

Brenda C. Reddout Executive Director
Authorized Representative Name and Title (Print)

Brenda C Reddout
Authorized Representative Signature

7 Sept 2022
Date

BUDGET

BUDGET FORM

TALBOT HOUSE MINISTRIES
814 North Kentucky Avenue
Lakeland, FL 33801

DENTAL

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Bartow, FL 33830

Agreement # 20-219-IHC

Category	Description	FTEs	Oct'23-Sept'24	Oct'24-Sept'25	Annual In-Kind Match
	Clinical Staff Salaries		$ 30,000.00	$ 30,000.00	
	Administrative Staff Salaries				
	Fringe and Benefits	18%	$ 6,000.00	$ 6,000.00	
Personnel Total:			**$ 36,000.00**	**$ 36,000.00**	$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		$ 2,400.00	$ 2,400.00	$ 52,658.10
	Staff Travel for Patient Services				
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)				
	Conference/Training				
Program Direct Services Total:			**$ 2,400.00**	**$ 2,400.00**	**$ 52,658.10**
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)				
	Insurance/License (Liability, auto, workers comp and professional licensing)				
	Dues /Membership (subscriptions)				
	Communication (telephone, internet, fax)				
	Utilities (water, electric, gas, sewer)				
	Rentals/Leases (building, land, for admin offices)				
	Maintenance/Repairs (of office space)				
	Office Supplies (general office, computer and equipment <$1,000)				
	Other:				
Operational Total:			$ -	$ -	$ -
Grand Total:			**$ 38,400.00**	**$ 38,400.00**	**$ 52,658.10**

The foregoing budget and timeline are for planning purposes of the parties and are not binding. Any revisions to the budget must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow, FL 33830 or scanned color copy via email to ihcfiscal@polk-county.net

Brenda C. Reddout, Executive Director
Authorized Representative Name and Title (Print)

Brenda C. Reddout
Authorized Representative Signature

7 Sept 23
Date

POLK COUNTY
THIRD AMENDMENT TO CONTRACT FOR SERVICES
CONTRACT # 20-219-IHC

This Third Amendment to Contract for Services ("Third Amendment") is made effective **May 1, 2024** ("First Amendment Effective Date") to **September 30, 2025** by and between **Talbot House Ministries of Lakeland, Inc.**, ("TALBOT HOUSE"), and Polk County, a political subdivision of the State of Florida ('COUNTY"), (TALBOT HOUSE and COUNTY shall be jointly referred to herein as the "Parties").

WITNESS TO:

WHEREAS, the Parties entered into that certain Contract for Services, which is effective from the 1st day of October, 2020 (the Contract); and

WHEREAS, the Parties entered into the First Amendment for the purposes of a one-time allowance of reimbursement for the purchase of capital expenditures for TALBOT HOUSE's dental program and for purposes of modifying certain provisions of the Contract; and

WHEREAS, the Parties entered into the Second Amendment for the purposes of extending the term of the Contract and modifying certain provisions of the Contract; and

WHEREAS, the Parties now desire to enter into this Third Amendment for the purposes of a one-time allowance of reimbursement for the purchase of capital expenditures for TALBOT HOUSE's medical program and for purposes of modifying certain provisions of the Contract; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Contract.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Article VIII GENERAL PROVISIONS Section 8.6 is amended and replaced as follows:

8.3 Employment Eligibility Verification (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095 (5), Florida Statutes, the contractor hereto, and any subcontractor thereof must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Florida Statutes, is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this

Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Florida Statutes, the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Florida Statutes, such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Florida Statutes, by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

3. Article XIV NOTICES is amended to update the contact person for Talbot House as follows:

   Talbot House Ministries of Lakeland, Inc.:
   Maria Cruz, Executive Director

4. Exhibit D Budget is amended and replaced to the attached Exhibit D Budget of this Third Amendment.

5. Except as specifically set forth in this Third Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto duly execute this Third Amendment as of the Third Amendment Effective Date.

TALBOT HOUSE MINISTRIES OF LAKELAND, INC.
a Florida not-for-profit corporation

By: Maria Cruz
Maria Cruz, Executive Director

Date: 6/4/24

Morgan Ford
Witness

Virginia Barmeo
Witness

POLK COUNTY, a political subdivision of the State of Florida

By: William D. Beasley
William D. Beasley, County Manager

Date: 6/21/2024

ATTEST: Stacy M. Butterfield, Clerk

By: Alison Brown
Deputy Clerk

Approved as to form and legal sufficiency:

By:
County Attorney's Office

BUDGET

BUDGET FORM

TALBOT HOUSE MINISTRIES **MEDICAL**
814 North Kentucky Avenue
Lakeland, FL 33801

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Bartow, FL 33830

Agreement # 20-219-IHC

Category	Description	FTEs	Oct'23-Sept'24	Oct'24-Sept'25	Annual In-Kind Match
	Clinical Staff Salaries		$ 59,000.00	$ 59,000.00	
	Administrative Staff Salaries		$ 22,000.00	$ 22,000.00	
	Fringe and Benefits	18%	$ 16,200.00	$ 16,200.00	
Personnel Total:			**$ 97,200.00**	**$ 97,200.00**	$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		$ 17,438.00	$ 17,438.00	
	Staff Travel for Patient Services		$ -	$ -	
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)		$ 3,000.00	$ 3,000.00	
	Conference/Training		$ 2,500.00	$ 2,500.00	
Program Direct Services Total:			**$ 22,938.00**	**$ 22,938.00**	$ -
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)		$ -	$ -	
	Insurance/License (Liability, auto, workers comp and professional licensing)		$ 1,700.00	$ 1,700.00	
	Dues /Membership (subscriptions)		$ -	$ -	
	Communication (telephone, internet, fax)		$ -	$ -	
	Utilities (water, electric, gas, sewer)		$ -	$ -	
	Rentals/Leases (building, land, for admin offices)		$ -	$ -	
	Maintenance/Repairs (of office space)		$ -	$ -	
	Office Supplies (general office, computer and equipment <$1,000)		$ 6,000.00	$ 6,000.00	
	Other:		$ 6,603.03	$ 9,000.00	
Operational Total:			**$ 14,303.03**	**$ 16,700.00**	$ -
	Equipment >= $1,000.00		$ 2,396.97	XXXXXXXX	
Capital Total:			**$ 2,396.97**	$ -	
Grand Total:			**$ 136,838.00**	**$ 136,838.00**	$ -

The foregoing budget and timeline are for planning purposes of the parties and are not binding. Any revisions to the budget must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow FL 33830 or scanned color copy via email to ihcfiscal@polk-county.net

Maria Cruz, Executive Director
Authorized Representative Name and Title (Print)

Maria M. Cruz
Authorized Representative Signature

6/5/24
Date

BUDGET

BUDGET FORM

TALBOT HOUSE MINISTRIES
814 North Kentucky Avenue
Lakeland, FL 33801

DENTAL

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Bartow, FL 33830

Agreement # 20-219-IHC

Category	Description	FTEs	Oct'23-Sept'24	Oct'24-Sept'25	Annual In-Kind Match
	Clinical Staff Salaries		$ 30,000.00	$ 30,000.00	
	Administrative Staff Salaries				
	Fringe and Benefits	18%	$ 6,000.00	$ 6,000.00	
Personnel Total:			**$ 36,000.00**	**$ 36,000.00**	$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		$ 2,400.00	$ 2,400.00	$ 52,658.10
	Staff Travel for Patient Services				
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)				
	Conference/Training				
Program Direct Services Total:			**$ 2,400.00**	**$ 2,400.00**	**$ 52,658.10**
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)				
	Insurance/License (Liability, auto, workers comp and professional licensing)				
	Dues /Membership (subscriptions)				
	Communication (telephone, internet, fax)				
	Utilities (water, electric, gas, sewer)				
	Rentals/Leases (building, land, for admin offices)				
	Maintenance/Repairs (of office space)				
	Office Supplies (general office, computer and equipment <$1,000)				
	Other:				
Operational Total:			$ -	$ -	$ -
Grand Total:			**$ 38,400.00**	**$ 38,400.00**	**$ 52,658.10**

The foregoing budget and timeline are for planning purposes of the parties and are not binding. Any revisions to the budget must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow, FL 33830 or scanned color copy via email to ihcfiscal@polk-county.net

Authorized Representative Name and Title (Print)

Authorized Representative Signature

Date

POLK COUNTY
CONTRACT FOR SERVICES
CONTRACT # 22-545-IHC

This Contract for Services ("Contract") is made effective from **October 1, 2022** ("Effective Date") to **September 30, 2023** by and between **Talbot House Ministries of Lakeland, Inc.**, ("TALBOT HOUSE"), and Polk County, a political subdivision of the State of Florida ('COUNTY"), (TALBOT HOUSE and COUNTY shall be jointly referred to herein as the "Parties").

WITNESS TO:

WHEREAS, TALBOT HOUSE has identified a need and wishes to provide access to behavioral health services onsite.

WHEREAS, the COUNTY wishes to provide funding for the provision of behavioral health services for qualified Polk County residents at or below 200% of the Federal Poverty Level ("FPL"); and

WHEREAS, the TALBOT HOUSE is capable and willing to provide, or arrange for the provision of, free behavioral health care services;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I
SERVICE DELIVERY

1.1 The recitals stated above are true, correct, and incorporated into this Contract.

1.2 TALBOT HOUSE shall undertake and perform all tasks and services ("Services") of the applicable treatment programs identified in the Scope of Services attached to this Contract as Exhibit A and incorporated herein by reference, for those patients verified as qualified Polk County residents that are at or below 200% of the FPL guidelines and who are not otherwise Polk HealthCare Plan members.

1.3 The Scope of Services shall not be altered without prior written approval from the COUNTY.

1.4 Funding provided by the Contract shall be used only to treat Qualified Residents of Polk County, as defined in section 212.055(7) Florida Statutes and Polk County Ordinance 2015-76, as amended.

ARTICLE II
FUNDING

2.1 In consideration for TALBOT HOUSE providing Services to Qualified Residents, the COUNTY will annually pay TALBOT HOUSE a total amount not to exceed Fifty-Eight Thousand Eight Hundred Sixty-Four and no/100 Dollars ($58,864) as described in the attached Exhibit D ("Budget") and pursuant to the procedures listed at Article III herein. Notwithstanding the foregoing or anything to the contrary contained herein, COUNTY's obligation to pay the aforementioned amount is expressly contingent on approval by the COUNTY's Board of County Commissioners of the referenced budgeted amount.

2.2 TALBOT HOUSE agrees to return to the COUNTY any overpayments of funds disallowed pursuant to the terms and conditions of the Contract. In the event that the Parties or their independent auditors discover that an overpayment has been made, the overpayment shall be repaid immediately without prior notification from the COUNTY. In the event that the COUNTY first discovers an overpayment has been made, the COUNTY will notify TALBOT HOUSE of such findings.

2.3 TALBOT HOUSE will make all efforts to acquire federal funding and any available state or local funding for its facility and operation in addition to that received by COUNTY.

ARTICLE III
PROCEDURES FOR INVOICING AND PAYMENT

3.1 TALBOT HOUSE shall deliver, or cause to be delivered to the COUNTY, a quarterly invoice for Services rendered by utilizing an invoice on TALBOT HOUSE letterhead in form and content similar to the form found in the attached Exhibit E. Invoices will be submitted by the last calendar day of the month following the end of the quarter which is the subject of the report.

A. The COUNTY may, at its discretion, inspect any documents, records, and files retained by TALBOT HOUSE to verify accuracy of all submitted invoices and reports.

3.2 Upon receiving the invoices and supporting documentation, the COUNTY shall review such invoices and supporting documentation to determine whether the invoiced items are proper for payment. The COUNTY will pay TALBOT HOUSE for Services on a quarterly basis based upon approved invoices.

ARTICLE IV
REPORTING AND POLK HEALTHCARE PLAN REFERRALS

4.1 TALBOT HOUSE shall deliver the following, fully completed Quarterly Reports to the COUNTY. All Quarterly Reports are due by the last calendar day of the month following the end of each quarter.

A. Program Summary (Exhibit C)

B. Summary of Services – TALBOT HOUSE will use the county-wide, COUNTY provided electronic shared data information system to determine and record client eligibility, track program data, and services. From the data entered into the shared data information system by the tenth (10^{th}) of the following month of each quarter, a Community Partner Quarterly Summary of Services Report (CPQR) will be generated by the shared data information system for review and signature to signify agreement with the data reported.

4.2 Polk HealthCare Plan Membership Referrals.

A. TALBOT HOUSE shall request and obtain information from each individual who seeks Services from TALBOT HOUSE sufficient for TALBOT HOUSE to determine whether the individual could qualify for membership in the Polk HealthCare Plan. For purposes of making the determination, TALBOT HOUSE shall assume the information an individual provides is accurate and true. If TALBOT HOUSE determines an individual could qualify for Polk HealthCare Plan membership, then TALBOT HOUSE shall electronically refer the individual to the COUNTY via the shared data information system.

B. TALBOT HOUSE acknowledges its referral of potentially qualified individuals to the Polk HealthCare Plan is an integral part of the Contract consideration it provides the COUNTY

4.3 TALBOT HOUSE shall provide the COUNTY with additional relevant information relating to the Services and/or program, upon request, as needed. To the extent possible, the COUNTY will specify what additional information it may need from TALBOT HOUSE at least ten (10) days before the date the COUNTY must receive the requested information. COUNTY will provide TALBOT HOUSE with information relevant to support and coordination for the Electronic Eligibility System upon request, as needed.

4.4 TALBOT HOUSE shall submit to the COUNTY an annual financial report and copies of any audits performed for its applicable fiscal year within thirty (30) calendar days after the date the applicable report or audit is issued.

4.5 If TALBOT HOUSE is unable to submit any required reporting by its due date, TALBOT HOUSE shall notify the COUNTY in writing prior to the due date. The COUNTY may withhold payment in accordance with Article XVI of this Contract until all required reporting has been submitted to the COUNTY by TALBOT HOUSE.

4.6 Reporting will be monitored for correct and timely submission as well as referrals to the Polk HealthCare Plan as part of the evaluation and monitoring process described in Article V below. If TALBOT HOUSE would materially fail to comply with its Contract obligations, the COUNTY may seek the remedies stated in Article XVI of this Contract.

ARTICLE V
EVALUATION AND MONITORING

5.1 TALBOT HOUSE agrees that the COUNTY will monitor and evaluate TALBOT HOUSE's performance of its Contract activities as determined necessary by the COUNTY to include without limitation TALBOT HOUSE's Article IV reporting and referral obligations. The continuation of the Contract is contingent upon the evaluations substantiating TALBOT HOUSE is satisfactorily performing all its Contract obligations. Such monitoring and evaluation shall be based on the terms of this Contract and outcome measures. TALBOT HOUSE agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as determined necessary by the COUNTY for purposes of monitoring and evaluation under this Contract and shall submit to the COUNTY any information and status reports required by the COUNTY on forms approved by the COUNTY.

5.2 The COUNTY and TALBOT HOUSE hereby mutually agree to outcomes and performance objectives described in the attached Exhibit B. TALBOT HOUSE will furnish to the COUNTY the data that will be used to evaluate the effectiveness of the Services funded under this Contract.

5.3 TALBOT HOUSE gives the COUNTY, through any authorized representative, access to and the right to inspect, examine, copy and audit all records, books, papers, or documents relating to the Services provided under the terms of this Contract.

ARTICLE VI
FINANCIAL RESPONSIBILITY

6.1 TALBOT HOUSE shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which shall sufficiently and properly reflect all expenditures of funds provided under this Contract and in accordance with Florida's Public Records Act.

6.2 TALBOT HOUSE shall also provide for audit purposes (upon request) all files, records and documents pertaining to all Service delivery related activities.

6.3 Any funds expended in violation of this Contract shall be refunded in full by TALBOT HOUSE to COUNTY from non-federal and non-state resources.

ARTICLE VII
ASSURANCES

7.1 TALBOT HOUSE shall comply with the following assurances:

A. TALBOT HOUSE agrees to comply with all applicable Federal, State, and County constitutions laws, ordinances, codes and regulations including, without limitation, Section 766.1115, Florida Statutes. The Bylaws and Policies and Procedures, and Articles of Incorporation of TALBOT HOUSE shall also regulate the program operation of TALBOT HOUSE. Any conflict or inconsistency between the Federal, State or County guidelines and regulations, TALBOT HOUSE's corporate governance documents, and this Contract shall be resolved in favor of the most restrictive regulations.

B. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which TALBOT HOUSE receives Federal financial assistance.

C. TALBOT HOUSE shall not exclude eligible residents from participation in any program on the grounds of race, color, national origin, sex, religion, handicap, or familial status.

D. TALBOT HOUSE shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, TALBOT HOUSE shall disclose such situations to the COUNTY and the County Attorney's Office for review.

E. In accordance with the Drug Free Workplace Act of 1988, TALBOT HOUSE certifies that it has a policy designed to ensure that TALBOT HOUSE's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.

F. TALBOT HOUSE certifies compliance with Paragraph (2)(a) of Section 287.133 Florida Statutes, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." TALBOT HOUSE acknowledges that this Contract shall be void if it has violated the above-referenced statute. Additionally, TALBOT HOUSE shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

G. As a "Covered Entity," TALBOT HOUSE warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the provisions of the Privacy Rule, Security Rules adopted by the Department of Health and Human Services ("HHS"), the Health Information Technology for Economic and Clinical Health Act of 2009, as amended ("HITECH Act"), and the Florida Information Protection Act of 2014, as amended ("FIPA"). TALBOT HOUSE further agrees that it shall restrict disclosure or usage of Protected Health Information ("PHI") it obtains or creates through its association with the COUNTY to the exclusive purposes established by this Contract.

H. To the extent TALBOT HOUSE dispenses medicinal drugs, TALBOT HOUSE assures that its practitioners shall comply with and be subject to all laws and rules applicable to pharmacists and pharmacies, including, without limitation, Chapters 465, 499 and 893, Florida Statutes, and all federal laws and federal regulations.

ARTICLE VIII
GENERAL PROVISIONS

8.1 As applicable, TALBOT HOUSE agrees to abide by the provision of Section 112.3135, Florida Statutes, pertaining to Restriction on Employment of Relatives, Chapter 119, Florida Statutes, pertaining to Public Records, and Section 286.011, Florida Statutes, pertaining to Public Business in their performance under this Contract.

8.2 Public Meetings and Records.

A. TALBOT HOUSE acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Contract. TALBOT HOUSE further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, TALBOT HOUSE shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

B. Without in any manner limiting the generality of the foregoing, to the extent applicable, TALBOT HOUSE acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1. keep and maintain public records required by the COUNTY to perform the Services required under this Contract;

2. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if TALBOT HOUSE does not transfer the records to the COUNTY; and

4. upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of TALBOT HOUSE or keep and maintain public records required by the COUNTY to perform the service. If TALBOT HOUSE transfers all public records to the COUNTY upon completion of this Contract, TALBOT HOUSE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TALBOT HOUSE keeps and maintains public records upon completion of this Contract, TALBOT HOUSE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

C. **IF TALBOT HOUSE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TALBOT HOUSE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

8.3 Employment Eligibility Verification (E-Verify)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties during the term of this contract; and

2. All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

8.4 The entire Contract between the Parties and its corresponding referenced Exhibits are all set forth herein, attached hereto, and contained within this document; and the Parties agree that there are no other commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

8.5 This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.

8.6 All notices required by this Contract shall be in writing.

ARTICLE IX
SPECIAL PROVISIONS

9.1 TALBOT HOUSE agrees to safeguard information regarding compliance with 42 C.F.R. Chapter 1, Public Health Service, Department of Human Services, Subchapter A, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, Florida Statutes Chapters 394, Mental Health, and 397, Substance Abuse Services.

ARTICLE X
CONFLICT OF INTEREST

10.1 No person who is an employee, agent, consultant, officer, or appointed official of TALBOT HOUSE and who is in a position to participate in a decision making process or gain inside information with regard to activities relevant to the terms of this Contract, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or Contract with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

ARTICLE XI
INDEMNIFICATION

11.1 TALBOT HOUSE shall indemnify and hold harmless the COUNTY, its agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the COUNTY, its agents or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of TALBOT HOUSE or its qualified physicians committed in connection with this Contract, TALBOT HOUSE's performance hereof or any work performed hereunder. TALBOT HOUSE shall indemnify and hold harmless the COUNTY, its agent and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs of judgments of every kind and description arising from, based upon or growing out of the violation of any Federal, State, County or City law, ordinance, or regulation by TALBOT HOUSE or its agents and employees. Funds made available pursuant to this Contract shall not be used by TALBOT HOUSE for the purpose of initiating or pursuing litigation against the COUNTY.

11.2 TALBOT HOUSE agrees to continually provide insurance, at least to the extent described in Article XII below. Prior to the execution of the Contract, TALBOT HOUSE shall furnish the COUNTY with written verification of the existence of such insurance coverage.

11.3 If any of the TALBOT HOUSE's health care professionals are provided sovereign immunity under the State of Florida's Volunteer Health Care Provider Program, then the TALBOT HOUSE shall maintain all documents necessary to evidence such sovereign immunity.

ARTICLE XII
INSURANCE

12.1 TALBOT HOUSE shall maintain at all times the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amount of coverage not less than those set forth below:

A. Workers' Compensation -- in compliance with State and Federal laws.

B. Comprehensive General Liability -- $1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

1. Premises and Operations; and

2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverages.

C. Independent Contractors (if applicable) – Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability.

D. Medical Professional Liability – $1,000,000.00 combined single limit of liability for bodily injuries, death, and personal injury and errors and omissions resulting from any one occurrence.

12.2 TALBOT HOUSE shall provide the COUNTY a copy of the Certificate of Insurance to evidence such coverage prior to commencement of work under the terms of this Contract. Such Certificate of Insurance shall provide that there shall be no termination, non-renewal modification, or expiration of such coverage except with forty-five (45) calendar days prior written notice to the COUNTY.

12.3 The COUNTY shall be named as an additional insured on all policies related to the activities carried under the terms of this Contract, excluding Workers' Compensation. Waiver of subrogation applies in favor of the COUNTY with regard to General Liability and applicable Workers' Compensation coverages.

12.4 All insurance coverage shall be written with a firm having an A.M. Best Rating of at least the "A" category and size category of "VIII".

12.5 In the event of any failure by TALBOT HOUSE to comply with the provisions of this Article XII, the COUNTY may, at its option, upon notice to TALBOT HOUSE suspend the Contract for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at TALBOT HOUSE's expense, provided that the COUNTY shall have no obligation to do so. TALBOT HOUSE shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

12.6 TALBOT HOUSE shall provide property insurance for all property in an amount satisfactory to the COUNTY. TALBOT HOUSE shall require all its contractors to carry insurance and bond in an amount not less than funds awarded by TALBOT HOUSE to its contractors.

ARTICLE XIII
MODIFICATION

13.1 The COUNTY may, at its discretion and upon provision of proper notice to TALBOT HOUSE, amend this Contract to conform to changes in Federal, State, and/or COUNTY guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Contract.

13.2 No modification to this Contract shall be binding on either party unless in writing and signed by both parties.

ARTICLE XIV
APPLICABLE LAWS AND COURTS

14.1 The COUNTY and TALBOT HOUSE agree the Contract and all Services and activities related thereto shall be governed and interpreted in all respects by the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Contract shall be the courts of the Tenth Judicial Circuit, Polk County, Florida.

ARTICLE XV
NOTICES

15.1 The COUNTY and TALBOT HOUSE agree that any notice, demand or communication required to be given hereunder shall be written, addressed and delivered to the party for whom it is intended at the following address:

TALBOT HOUSE MINISTRIES OF LAKELAND, INC.:
Brenda Reddout, Executive Director
Talbot House Ministries of Lakeland, Inc.
814 Kentucky Avenue
Lakeland, FL 33801

COUNTY:

Paula McGhee, Provider Services Manager
Health and Human Services
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-519-2003

or to such other address as such party has specified by notice in writing to the other party. Notice shall be effective upon receipt or upon refusal to accept receipt. Notices must be (i) personally delivered; (ii) sent by recognized expedited delivery service; or (iii) mailed via registered or certified United States mail, postage prepaid with return receipt requested.

ARTICLE XVI
SUSPENSION AND TERMINATION

16.1 Remedies for Non-compliance: If TALBOT HOUSE materially defaults or otherwise fails to comply with any term of this Contract, any Federal, State, or local law, or any applicable County policy, then the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:

A. Temporarily withhold cash payments pending TALBOT HOUSE's correction of the default or other deficiency, or the COUNTY's election of final remedies available to it.

B. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the Service, activity, or action not in compliance with required standards or conditions.

C. Wholly or partly suspend or terminate the Contract.

D. Withhold further funding under this Contract.

E. The COUNTY may withhold payment for all Services provided for under this Contract in the event that:

1. Treatment is not being provided according to State guidelines and regulations;

2. There is evidence of any unsafe or unethical conditions, which may place the health and safety of any client at risk;

3. The assurances contained herein are determined by the COUNTY to be false; or

4. The provisions of this Contract are not being adhered to.

F. Take other remedies that may be legally or equitably available.

16.2 Hearings Appeals: In taking an enforcement action listed in Section 16.1 or in any other provision of the Contract, the COUNTY will provide TALBOT HOUSE an opportunity for any hearing, appeal, or other administrative proceeding which the COUNTY may be required to provide or which TALBOT HOUSE is entitled to receive under any statute or regulation applicable to the particular action involved.

16.3 Efforts of Suspension and Termination: Costs resulting from obligations incurred by TALBOT HOUSE in clearing a suspension after termination of any contract or award are not allowable unless the COUNTY expressly authorizes payment of such costs. Other TALBOT HOUSE costs incurred during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

A. The costs result from obligations which were properly incurred by TALBOT HOUSE before the effective date of suspension or termination and not in anticipation of it or costs, in case of termination, which are non-cancelable; and

B. The costs would be allowable if the award was not suspended or if said award expired normally at the end of the funding period in which the termination takes effect.

16.4 Termination for Convenience: At any time during the term of this Contract, this Contract may be terminated, in whole or in part, for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination. In the case of a partial termination, if the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.

16.5 Termination of Scrutinized Companies: This Contract may be terminated at the option of the COUNTY if TALBOT HOUSE is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, this Contract may be terminated at the option of COUNTY if TALBOT HOUSE is found to have submitted a false certification as provided under Section 287.135(5),

Florida Statutes; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

ARTICLE XVII
TERM

17.1 This Contract shall take effect on the Effective Date. This Contract shall have an initial term of one (1) year with the option to renew the Contract for a maximum of two (2) one-year renewal terms. The one-year renewal terms shall commence October 1st of their renewal year without further action of either Party unless: (i) the Contract has been terminated prior to that date pursuant to Article XVI above; or (ii) on or before August 1st prior to renewal, the COUNTY delivers notice to TALBOT HOUSE that the COUNTY has elected not to extend the Contract for the upcoming renewal term. — SIGNATURES FOLLOW —

IN WITNESS WHEREOF the parties hereto duly execute this Contract as of the day and year first written above.

TALBOT HOUSE MINISTRIES OF LAKELAND, INC.

BY: Brenda Reddout
Brenda Reddout, Executive Director

DATE: 7 Sept 2022

Maria M. Cruz
WITNESS

Barbara H. Clance
WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY:
William D. Beasley, County Manager

DATE: 9/21/2022

ATTEST: Stacy M. Butterfield, Clerk

BY: Erin Valle
Deputy Clerk

Approved as to form and legal sufficiency:

BY:
County Attorney's Office

SCOPE OF SERVICES

TALBOT HOUSE will provide access to behavioral health services for persons residing in Polk County whose income does not exceed 200% of the Federal Poverty Level and who are uninsured or underinsured.

Mental Health Crisis Counselor(s) will be available to clients onsite. Services include, but are not limited to, assessing patients' mental health needs, providing crisis counseling, providing individual and group therapy to include relapse prevention and emotion regulation, and coordination with local health care providers.

PERFORMANCE OBJECTIVES

TALBOT HOUSE will increase access to behavioral health services by having access to an onsite Mental Health Crisis Counselor.

- Services available during pertinent hours including evenings and weekends
- Assess patients to determine if they have an undiagnosed mental health disorder
- Promote an atmosphere to allow patients to seek behavioral health services
- Lead a regularly scheduled group therapy meeting
- Collaborate with Community Partners for the best possible behavioral health resources for patients
- Connect patients with additional behavioral health care services as needed

PROGRAM SUMMARY

PROGRAM SUMMARY
Talbot House Ministries of Lakeland, Inc.
Behavioral Health Program

Period of Report From _____ to _____

Please answer the below questions based on your program's activity during the quarter reported.

I. Services Provided

Has there been a reduction in crisis therapy sessions? ☐ Yes ☐ No

Comments: _____

Has there been an increase in participation of group therapy? ☐ Yes ☐ No

Reason: _____

Is there an increase in proper medication management by patients? ☐ Yes ☐ No

Comments: _____

Do you see a need in the population served for a specific behavioral health service you do not currently provide? ☐ Yes ☐ No

Comments: _____

II. Service Hours / Days

Have available hours increased for behavioral health services? ☐ Yes ☐ No

List days and hours clinic is open to the public: _____

Comments: _____

III. Personnel

Have you had a change in staffing of key personnel? ☐ Yes ☐ No

Comments: _____

V. Additional Comments

_____

_____

_____

_____

BUDGET TEMPLATE

BUDGET FORM

TALBOT HOUSE MINISTRIES **BEHAVIORAL HEALTH**
814 North Kentucky Avenue
Lakeland, FL 33801

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Bartow, FL 33830

Agreement # 22-545-IHC

Category	Description	FTEs	Oct'22-Sept'23	Annual In-Kind Match
	Clinical Staff Salaries	1	$ 58,000.00	
	Administrative Staff Salaries			
	Fringe and Benefits	1.47%	$ 864.00	$ 9,576.00
Personnel Total:			**$ 58,864.00**	**$ 9,576.00**
	Direct Services to Patients (medical services/supplies, medications, etc.)			$ 98,208.00
	Staff Travel for Patient Services			
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)			
	Conference/Training			
Program Direct Services Total:			**$ -**	**$ 98,208.00**
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)			
	Insurance/License (Liability, auto, workers comp and professional licensing)			
	Dues /Membership (subscriptions)			
	Communication (telephone, internet, fax)			
	Utilities (water, electric, gas, sewer)			
	Rentals/Leases (building, land, for admin offices)			
	Maintenance/Repairs (of office space)			
	Office Supplies (general office, computer and equipment <$1,000)			
	Other:			
Operational Total:			$ -	$ -
Grand Total:			**$ 58,864.00**	**$ 107,784.00**

The foregoing budget and timeline are for planning purposes of the parties and are not binding. Any revisions to the budget must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow FL 33830 or scanned color copy via email to ihcfiscal@polk-county.net

Brenda C. Reddout, Executive Director
Authorized Representative Name and Title (Print)

Brenda C Reddout
Authorized Representative Signature

7 Sept 2022
Date

INVOICE SAMPLE

[Your Company Name]
[Street Address]
[City, ST ZIP Code]

Date: September 1, 2022
Invoice #: [100]
Service Period: [00-00-00 to 99-99-99]
Contract Number: [99-999-IHC]

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Bartow FL, 33830

Category	Description	Budget	Invoice 1st Quarter	Invoice 2nd Quarter	Invoice 3rd Quarter	Invoice 4th Quarter	YTD Total	Balance
	Clinical Staff Salaries	$ -					$ -	$ -
	Administrative Staff Salaries	$ -					$ -	$ -
	Fringe and Benefits	$ -					$ -	$ -
Personnel Total:		$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Direct Services to Patients (medical services / supplies, medications, etc.)	$ -					$ -	$ -
	Staff Travel for Patient Services	$ -					$ -	$ -
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)	$ -					$ -	$ -
	Conference/Training	$ -					$ -	$ -
Program Direct Services Total:		$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)	$ -					$ -	$ -
	Insurance/License (Liability, auto, workers comp and professional licensing)	$ -					$ -	$ -
	Dues/Membership (subscriptions)	$ -					$ -	$ -
	Communication (telephone, internet, fax)	$ -					$ -	$ -
	Utilities (water, electric, gas, sewer)	$ -					$ -	$ -
	Rentals/Leases (building, land, for admin offices)	$ -					$ -	$ -
	Maintenance/Repairs (of office space)	$ -					$ -	$ -
	Office Supplies (general office, computer and equipment <$1,000)	$ -					$ -	$ -
	Other:	$ -					$ -	$ -
Operational Total:		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grand Total:		$ -	$ -	$ -	$ -	$ -	$ -	$ -

I certify the above to be accurate and in agreement with this agency's record and with the terms of this agreement. Additionally, I certify that any reports accompanying this invoice are true and correct reflection of this period's activities, as stipulated by this agreement.

Authorized Name (Print)

Title

Authorized Signature

Date

Agenda Item R.11. 3/3/2026

SUBJECT

Approve selection committee's recommendation to authorize staff negotiations with Grace Design Studios, LLC, to provide architectural and engineering services for the Polk County Fire Rescue Administration Headquarters. (No Fiscal Impact)

DESCRIPTION

The Facilities Management Division requested Procurement solicit proposals from qualified architectural firms for design, permitting, bidding and construction administration of the new Fire Rescue Administration headquarters to be located at the Polk County Public Safety Complex on Jim Keene Boulevard in Winter Haven.

This project is part of the master planning study developed by S/L/A/M Collaborative, Inc., which aims to optimize future development on County owned property along Jim Keene Boulevard, northwest of its intersection with Winter Lake Road. The new Fire Rescue Headquarters will replace outdated facilities and establish a modern, efficient, and secure hub that supports the essential work of Polk County Fire Rescue.

Request for Proposal (RFP) 26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters was issued, and twelve proposals were received. The selection committee met on January 27, 2026, to evaluate and score the proposals. The five highest scored firms were elevated to interviews. On February 10, 2026, the selection committee conducted interviews and received presentations from the proposers. After the interviews, the selection committee ranked the proposers. The consensus of the selection committee was to request the Board authorize staff to enter into negotiations with all proposers interviewed, beginning with the highest ranked proposer, Grace Design Studios, LLC.

The following is a listing of the firms and their rankings:

Firm	Location	Rank
Grace Design Studio	Lakeland, FL	1
CMHM Architects, Inc.	Lakeland, FL	2
The Lunz Group	Lakeland, FL	3
Parlier & Crews Architects	Lake Wales, FL	4
PBK Architects Florida, Inc.	Tampa, FL	5

A recommendation of award was posted, and no protests were received.

RECOMMENDATION

Request Board approve the selection committee's recommendation and authorize staff enter into contract negotiations with all proposers, beginning with the highest-ranked proposer, The Grace Design Studios, LLC for RFP 26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters and moving to the second-highest ranked proposer and so on, if negotiations with Grace Design Studios, LLC are unsuccessful.

FISCAL IMPACT

There is no fiscal impact associated with negotiations.

CONTACT INFORMATION

Tabatha Shirah

Senior Procurement Analyst

(863) 534-5935

tabathashirah@polkfl.gov <mailto:tabathashirah@polkfl.gov>

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing architectural and engineering services for the design and construction of a new Fire Rescue administration headquarters as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

Description: Provide architectural and engineering services for the design and construction of a new Fire Rescue administration headquarters to be located at the Polk County Public Safety Complex on Jim Keene Boulevard in Winter Haven, FL 33880.

Receiving Period: Prior to 2:00 p.m., Wednesday, December 17, 2025

Bid Opening: Wednesday, December 17, 2025 at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions:

A **MANDATORY** pre-proposal meeting will be held Wednesday, November 19, 2025, 9:00 a.m. at the Polk County Administration Building, Conference Room 407 (4th Floor) located at 330 W. Church St, Bartow, FL 33830. Those attending via video conference will be added to the sign-in sheet by the Procurement office during the video conference. **The Zoom Meeting ID: 886 6874 6085.**

To obtain a copy of the Polk County Safety Complex Master Plan please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 26-054, Proposal Attachments**", select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Senior Procurement Analyst, via email at tabathashirah@polkfl.gov. All questions must be received by Wednesday, December 3, 2025, 4:00 p.m.

RFP REGISTRATION

You must register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 26-054

RFP Title: Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polkfl.gov or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	26-054
RFP Title	Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters
Due Date/Time:	December 17, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polkfl.gov at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab (if applicable). Please use the name convention of your files as follow:

"RFP 26-054 Tab 1"

"RFP 26-054 Tab 2"

"RFP 26-054 Tab 3"

"RFP 26-054 Tab 4"

"RFP 26-054 Tab 5"

"RFP 26-054 Tab 6"

"RFP 26-054 Tab 7"

"RFP 26-054 Tab 8"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 26-054
Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

Sealed proposals will be received in the Procurement Division, Wednesday, **December 17, 2025 prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, via email at tabathashirah@polkfl.gov **or via fax at (863) 534-6789. All questions must be received by December 3, 2025, 4:00 p.m.**

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional architectural and engineering services for the design and construction of a new Fire Rescue Administration Headquarters.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Consulting Agreement with one (1) architectural firm for the required design and construction administration services.

The County will negotiate a fee schedule and or overall lump sum price as part of "Selection Process", Elevation Level 4, Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

In accordance with Section 287.055(10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County's public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the County at some future time in accordance with the aforementioned statute.

All services must be performed in accordance with applicable Federal, State and Local regulations.

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

Polk County desires to design and construct a new Fire Rescue administration headquarters presenting an opportunity to replace outdated facilities and create a modern, efficient, and secure headquarters that supports the vital work of Polk County Fire Rescue.

The County has not selected a project construction delivery method. A separate solicitation method will be initiated once a project construction delivery method is determined. Given that the county's two most used delivery methods are Construction Manager at Risk (CMAR) and competitive lump-sum bidding, the selected A/E firm will be required to coordinate and interface with either a yet to be determined CMAR firm or a competitive lump-sum bid firm. Coordination may include, but is not limited to design review, preconstruction phase services, bidding, and construction services. A/E's firm shall provide the necessary information indicating their understanding and working knowledge associated with both CMAR and competitive lump sum bidding construction delivery methods.

The estimated total budget for the project is $10 million.

SCOPE OF SERVICES

The design services will include, but are not limited to, the following services necessary to design, permit and construct the new building at selected Project site:

a) Facility programming & site evaluation
b) Conceptual plan, demonstrating the proposed station can accommodate future development on the selected Project site chosen by the County.
c) Facility programming & site evaluation
d) Updating the existing master plan
e) A conceptual and final cost estimate
f) Architectural services (schematic, design development & construction documents)
g) Renderings/models
h) Geotechnical
i) Civil engineering/permitting and surveying
j) Traffic analysis study
k) Environmental site assessments/permitting
l) Structural engineering
m) Mechanical, electrical, and plumbing (MEP) engineering including site lighting design, low voltage, AV, etc.
n) Bid evaluation services
o) Construction administration
p) Inspections and final close out documentation.

AGREEMENT

The term of this agreement will begin upon the effective date of the agreement through completion of the construction project.

The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 – Executive Summary

(Items a-c: Maximum of two (2) pages)

a) Name, company name, address, telephone number, and email address.
b) State the number of years in business, as the same company/firm.
c) State the number of full time employees.
d) Provide documentation showing proper incorporation by the Secretary of State.

e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 –Approach to Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regards to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.
- Please include a project schedule.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the services for similar size and scope projects. At least one (1) of these projects must have utilized the CMAR delivery approach.(Limit response to one (1) page per project)
- For each project please provide:
    a. Name and location of the project;
    b. Size and cost of the project;
    c. Project representative name, address, phone number, and email address;
    d. Date project was completed or is anticipated to be completed; compare to the original date.
    e. The nature of the firm's responsibility on the project;
    f. Identify the key staff and their role in each project;
    g. Identify working relationship of consultants or joint venture on project, if applicable;
    h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
    i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
    a) Name and current position held by the person
    b) Name, title and project assignment
    c) Experience:
        1) Types of projects.
        2) Size of projects (dollar value of project).
        3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)

- Identify sub consultants to be used, if any. For each sub consultant identified please provide
    - Their locations that can be utilized to expedite a deliverable if required.
    - A brief description of their experience outlining their qualifications to perform the intended services
    - A brief resume for each key personnel that will be assigned to perform the intended services.

Tab 4 Is the Firm a "Polk County Entity"? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the sub-consultant's headquarters and local offices, if any, and the amount of time the sub-consultant has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
    - The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a "Certified Woman or Minority Business Enterprise" (5 Points)

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company's certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
    - Valid W/MBE Certification from one of the following:
        - Florida Minority Supplier Development Council
        - Women Business Enterprise National Council
        - The State of Florida Office of Supplier Diversity
        - Florida Department of Transportation
        - U. S. Small Business Administration
        - Federal Aviation Authority
        - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 – Interaction with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with

regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, stormwater management permitting, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the County's Fire Rescue Division, Facilities Management, Procurement Division, Building Division, Codes Division, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SWFWMD and FDEP. (Limit response to one (1) page)

Tab 7 – Timely Completion of Projects (5 Points)

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum)

Tab 8 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all three surveys and score as follows
    - Average Score between 9-10 — 10 Points
    - Average Score between 7-8 — 8 Points
    - Average Score between 5-6 — 6 Points
    - Average Score between 3-4 — 4 Points
    - Average Score between 1-2 — 2 Points
    - Average Score of 0 — 0 Points

BID OPENING

Proposers attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
  - Local (Tab 4) 5 points
  - W/MBE Certification (Tab 5) 5 Points
  - Surveys of Past Performance (Tab 8) 10 points

  Subtotal Points 20 points

by the process stated under each corresponding Tab description as set forth on Pages 7-11.

1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Approach to Project (Tab 2) 35 Points
- Experience, Expertise, (Tab 3) 35 Points
  Personnel, and Technical Resources
- Interaction w/ County & Regulatory (Tab 6) 5 points
  Agencies
- Timely Completion of Projects(Tab 7) 5 points

  Subtotal Points 80 points

by the following process:

1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

- EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
- VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that

exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.
  The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
- UNACCEPTABLE (0.0):
  The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to

Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee are required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no

other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissions that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. $2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION
The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH
The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION
By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS
Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA
The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS
If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE
Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST

Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the

Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/business/procurement/protest-procedures/.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not

a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS:

Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a)The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- □ Sole Proprietorship
- □ Partnership
- □ Non-Profit
- □ Sub Chapter
- □ Joint Venture
- □ Corporation
- □ LLC
- □ LLP
- □ Publicly Traded
- □ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (A&E Services for Hillsborough County Fire Rescue Headquarters), Etc.
COST OF SERVICES	Cost of services ($10,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2016)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 26-054, A&E Services for Polk County Fire Rescue Administration Headquarters

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:	**CONTRACTOR:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

December 12, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

---

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

Addendum #1

Question 1: Can the County allow us to submit Polk County Survey Questionnaires that were solicited and completed by our clients for previous Polk County RFP's?

Answer 1: 1) Yes, surveys from prior RFP submittals may be used if they meet the following criteria.

i. The survey questions are the same
ii. The scope of work of the prior RFP survey you are submitting is similar to the scope of the work of this RFP.
iii. The survey submitted is for one of the projects identified under Tab 3.
iv. If submitting a survey from a prior RFP, please manually strike through the RFP number and name on the top of the survey and write in the appropriate RFP number and name that matches the RFP you are submitting a proposal for.

Question 2: Is there an anticipated design and construction start/end goal?

Answer 2: This will be determined in coordination with the awarded firm once the agreement is in place.

Question 3: Please confirm if local preference is applied per discipline or per consultant; if one consultant performs multiple disciplines, are we limited to 1 point?

Answer 3: As outlined in the RFP Package (Tab 4 – Page 9), one (1) point is awarded per sub-consultant.

Grace.
Design Studios

Design that Defines

26-054, Architectural & Engineering Services

For Polk County
Fire Rescue Administration Headquarters

12.17.2025 | 2:00 pm
Grace Design Studios, LLC

December 17, 2025

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

Re: 26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

Dear Selection Committee,

Recognizing the significant impact a new Fire Rescue Administration Headquarters will have on Polk County, Grace Design Studios, LLC (Grace) has assembled a team uniquely qualified to deliver an exceptional project. We have extensive experience designing for municipalities across Florida, with particular expertise in administrative spaces. By partnering with us, you gain a dedicated team committed to creating functional, forward-thinking, and community-centered solutions. We look forward to collaborating with you on this meaningful and impactful project.

What sets Grace Design Studios apart?

We are leaders in Civic Design

Our team, locally and nationally, brings deep experience in designing spaces that serve and strengthen communities. We apply best practices and collective insights gained from a wide range of community-focused projects. Our team has delivered impactful designs throughout Florida, with a strong commitment to creating places that reflect and support the people they serve.

We live here. We work here.

Located in Polk County, Grace has deep knowledge of local codes, permitting requirements, and design practices that will be a tremendous asset to your project. In addition to our strong local presence, we prioritize open, productive communication throughout every phase of the project. With many of our team members living in Polk County, we are here to support you from project kickoff through completion and beyond.

We are committed to the success of your project

Our team has the resources and capacity to meet your project goals and deadlines. Grace is committed to maintaining project continuity by retaining the same team members from conception through construction. This approach ensures consistent support throughout your project.

We look forward to your favorable consideration.

For the Team

Jonathan Kirk, AIA, NCARB, LEED AP
Principal, Architect

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Executive Summary

Name, Company Name, Address, Number, Email

Grace Design Studios, LLC
2005 E Edgewood Drive
Lakeland, FL 33803
P: 863.665.6205
E: jkirk@grace-design.com

Years in Business

58 years

Number of Full Time Employees

469 employees

Executive Summary

Grace Design Studios, centrally located in Lakeland, Florida, has proudly provided professional services for 58 years. The talented architects and design professionals have long been dedicated to shaping the built environment of their community, region, and country with expertise, creativity, and an unwavering commitment to clients—a commitment that remains stronger than ever.

Situated in the fastest-growing county within the nation's top state for incoming migration, the region is experiencing unprecedented development. This growth allows the firm to continue serving long-standing clients as they expand.

Clients can continue to expect the same high-quality design expertise, responsiveness, and dedication from the team they know and trust. At the same time, Grace Design Studios is excited to offer broader capabilities across project types and deliver even greater value to clients.

In 2025, Grace Design Studios acquired Straughn Trout Architects, a Lakeland-based firm that had provided professional services since 1956. This strategic acquisition has expanded Grace Design Studios' resources, strengthened capabilities, and positioned the firm for even greater success in the years ahead. The unification positioned Grace Design Studios to best serve long-standing clients as they expand while also welcoming new markets, collaborators, and industry partners into their community.

The project team's relationship with the Polk County Board of County Commissioners dates back to 1976. Over the years, our team has completed projects of all scales, from space studies and courtroom renovations to the most recent work, the Northeast Polk County Government Center. We bring a deep understanding of County and regulatory requirements, as well as the architectural and design standards upheld by Polk County, uniquely positions our firm as the best choice for the design of the new Fire Headquarters Administration Building.

STRAUGHN TROUT
ARCHITECTS
1956 - 2025
69 Years

58
Years in Business

469+
Employees

LOCAL
Lakeland - Based Office

300+
Civic Projects

State of Florida
Department of State

I certify from the records of this office that GRACE DESIGN STUDIOS, LLC is a Louisiana limited liability company authorized to transact business in the State of Florida, qualified on September 29, 2022.

The document number of this limited liability company is M22000015130.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 25, 2025, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of July, 2025

Secretary of State

Tracking Number: 7814339198CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Secretary of State

sunbiz.org Division of Corporations
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company
GRACE DESIGN STUDIOS, LLC

Filing Information

Document Number	M22000015130
FEI/EIN Number	88-3891126
Date Filed	09/29/2022
State	LA
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	06/12/2025
Event Effective Date	NONE

Principal Address

31 W Garden St Ste 200
Pensacola, FL 32502

Changed: 02/25/2025

Mailing Address

31 W Garden St Ste 200
Pensacola, FL 32502

Changed: 02/25/2025

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 44TH ST N
STE 300
ST. PETERSBURG, FL 33702

Name Changed: 02/16/2024

Address Changed: 02/16/2024

Authorized Person(s) Detail

Name & Address

Title Manager

Firm's Certification from the State of Florida

2

Approach to Project

Tab 2: Approach to Project

Provide a short narrative project approach outlining how you propose to respond to and manage this project.

Project Approach

Grace Design Studios will deliver the Polk County Fire Rescue Headquarters Building through a comprehensive, collaborative, and value-driven approach aligned with Polk County's long-term goals. Drawing on extensive local experience, proven project execution and delivery, and specialized planning expertise, Grace Design will guide the project from Master Planning through construction with a focus on functionality, resilience, and fiscal responsibility.

Master Planning + Vision Alignment

Grace Design Studio will lead the process of updating the existing comprehensive Master Plan leveraging our experience in campus and administration facility planning to ensure alignment with the County's long-term objectives. The process will begin with a highly collaborative effort involving County leadership, Fire Rescue Staff & Administration, Facilities Management, and other key stakeholders.

The existing Polk County Safety Complex Master Plan draft report establishes a framework for the planning of a Fire Rescue Headquarters within the southwest area of the Safety Complex campus. Building upon the findings of the draft report, Grace Design Studio will craft a design solution that demonstrates the proposed headquarters will dovetail into the 189-acre Polk County Safety Complex while confirming long-term flexibility and operational efficiency.

Design services will begin with **facility programming and existing site evaluation,** verifying space needs, programmatic adjacencies, security requirements, along with infrastructure demands for the new Fire Headquarters. This effort will evaluate the selected project site in relation to existing campus facilities, environmental constraints, and specific site features that help identify development corridors for utilities, stormwater systems, vehicular, pedestrian access, and public safety operations.

Based on programming and existing site evaluation, the project team will develop a **conceptual master site plan** that illustrates the proposed building, supporting site improvements, parking, access, and utility connections. The conceptual plan will clearly demonstrate that the proposed headquarters can **accommodate future expansion that aligns with** the long-range vision for the Safety Complex. Expansion zones, phasing opportunities, and infrastructure capacity will be identified to avoid costly redesign or environmental impacts in later phases.

Together, these services will ensure that the new facility is thoughtfully programmed, appropriately sited, and fully integrated into the broader Safety Complex campus, providing Polk County with a clear, implementable path from concept through construction while preserving the ability to support future growth.

Collaborative, Workshop-Based Process

Grace employs a team-oriented, workshop-based design process that encourages broad participation and shared ownership. County leadership, operations and maintenance staff, consultants, and potential third-party partners are engaged as integral members of the project team. Design workshops and working sessions create an open forum for idea-sharing, consensus-building, and early issue resolution, ensuring all stakeholders understand project goals, processes, expectations, and decision timelines.

Prior to each workshop, Grace and our consultants will review existing documentation and prepare targeted questions and recommendations to streamline decision-making. This collaborative approach accelerates early planning, uncovers opportunities that may not have been previously identified, and builds strong project buy-in early in the process that continues through detailed design and construction.

Holistic Project Management Framework

Grace Design Studios approach to managing complex projects is grounded in four core principles: Team Selection, Client Involvement, Quality Design and Documentation, and Project Execution.

- **Team Selection:** A multidisciplinary team of experienced architects, engineers, planners, and specialty consultants selected for their expertise in similar facilities.
- **Client Involvement:** Ongoing engagement with County leadership and staff to ensure evolving needs and priorities are fully integrated.
- **Quality Assurance:** Rigorous internal and third-party reviews at key milestones to ensure accuracy, coordination, and compliance.
- **Project Execution:** Proven methodologies that coordinate planning, design, documentation, and construction for seamless transitions and timely delivery.

Total Project Planning + Operational Integration

Grace approaches planning and preliminary design with a "total project" mindset, integrating site planning, building design, circulation, logistics, and operational workflows. Interior and exterior functions are planned together to minimize development and operating costs while maximizing functionality and flexibility,

Jonathan KIrk
AIA, NCARB, LEED AP
Principal-in-Charge

Gerald "Jerry" Trout
AIA
Project Manager

Principal-in-Charge, Jon Kirk, will be integrally involved from start to finish on all phases of the project. Project Manager, Jerry Trout, will serve as the central point of contact, providing a streamlined, efficient team structure and ensuring conformity to the overall project schedule.

Phased Design + Delivery

Following Master Planning and Pre-Design approval, the project will advance through a structured, County-aligned design and delivery process with defined deliverables and frequent review milestones:

- **Schematic Design (30%):** Development of conceptual layouts and alternative options, supported by 3D visualizations and models.
- **Design Development (60%):** Refinement of approved concepts, incorporation of value engineering, coordination with estimators and construction managers, and detailed code and regulatory compliance.
- **Construction Documents (90%):** Preparation of complete, coordinated documents suitable for permitting and bidding, including in-depth reviews with Authorities Having Jurisdiction.

Construction Administration

Grace will actively support the construction phase through regular site observations, submittal and shop drawing reviews, responses to RFIs, certification of pay applications, and closeout services. These efforts help protect the County's interests, reduce defects and deficiencies, and ensure construction progresses in accordance with the Contract Documents.

Cost Control + Value Management

Cost control begins at project inception and continues throughout all phases. Grace will work closely with CMI and other cost professionals to provide real-time cost feedback, explore "what-if" scenarios, and maintain budget alignment. Market trends will be monitored, and design adjustments will be made proactively to avoid scope creep, ensure competitive bidding, and maintain financial feasibility.

Briefly describe firm's quality assurance/quality control program.

Quality Embedded into Every Phase

Grace's QA/QC program includes milestone-based internal peer reviews, cross-disciplinary coordination, and BIM-enabled clash detection using Revit and BIM360. QA/QC continues through construction administration to ensure design intent, code compliance, and performance standards are fully realized, minimizing RFIs and change orders.

Advanced Technology, Security, + Resilient Design

The facility will incorporate modular and flexible layouts, and consider durable tilt-wall construction, or CMU walls for security and hurricane resistance. Mechanical and electrical systems will include redundant HVAC, emergency power, UPS systems, and surge protection to support uninterrupted operations. Integrated technology and security systems—access control, surveillance, communications, and AV—will enhance safety, efficiency, and situational awareness.

Contractor Procurement

The County has not yet selected a project construction delivery method. A separate solicitation will be initiated once the delivery method has been determined. The County's two most frequently utilized delivery methods are Construction Manager at Risk (CMAR) and competitive lump-sum bidding (Design–Bid–Build). Accordingly, Grace Design Studios is capable of coordinating and interfacing effectively with either a CMAR firm or a competitive lump-sum bid contractor.

Under a CMAR delivery method, Grace will collaborate closely with the Construction Manager during the design and preconstruction phases. This collaboration will include design reviews, constructability analyses, cost estimating, value engineering, scheduling, and support in the development of a Guaranteed Maximum Price (GMP). The CMAR approach offers advantages such as early contractor involvement, improved cost and schedule control, enhanced constructability, and a reduced likelihood of change orders. Potential limitations of this method include reduced price competition at the outset and the need for a high level of coordination, transparency, and collaboration among all project stakeholders.

If the competitive lump-sum bidding method is selected, Grace will be responsible for producing construction documents suitable for competitive bidding. This delivery method provides the benefit of maximum price competition and a clearly defined scope and cost at award. However, it limits contractor input during design, may extend the overall project schedule, and can increase the potential for change orders if unforeseen conditions or design gaps arise.

Coordination under either delivery method may include, but is not limited to, design review, preconstruction services, bidding support, and construction-phase services. With either selection, Grace understands the respective advantages, challenges, risks, and coordination requirements associated with both CMAR and competitive lump-sum bidding delivery methods and is well versed in adapting services to support either approach in the County's best interest.

Outcome: A secure, resilient, operationally efficient, and financially responsible facility delivered through a collaborative Master Planning and design process that aligns with Polk County's long-term Safety Complex vision and delivers lasting value.

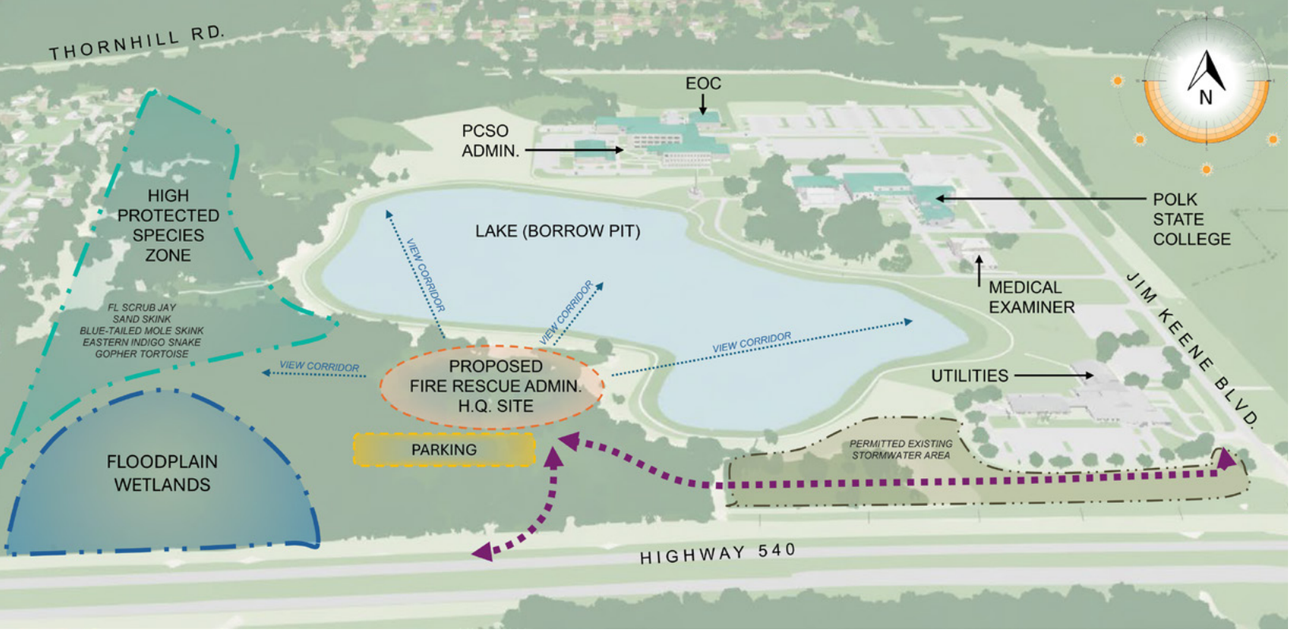
Quality Control Checkpoints

Independent peer reviews at key project milestones

Multi-layered internal and third-party assessments for design validation and regulatory compliance

Regular cross-team check-ins and resource meetings to monitor workload and maintain design consistency

Documentation of all reviews, lessons learned, and benchmarking data for continuous improvement



The Polk County Safety Complex Master Plan report evaluates future development and expansion opportunities for a **189± acre County-owned property** located along **Jim Keene Boulevard and SR 540 (Winter Lake Road)** in Polk County, Florida. The study establishes a baseline master plan that identifies **buildable land**, minimizes environmental and regulatory impacts, and supports long-term growth of County public safety facilities.

Approximately **70% of the property remains undeveloped,** with significant constraints including **wetlands, floodplains, stormwater facilities, a large borrow pit lake, and protected species habitats**. These features heavily influence where future development can occur. The draft report emphasizes **avoidance and minimization** of impacts to reduce permitting complexity and mitigation costs, which can be substantial for wetland and species impacts. Modifications to existing stormwater permits and coordination with multiple regulatory agencies will be required as the various master plan projects advance.

Detailed traffic analysis determined that:

- A **median opening on SR 540** is **not recommended** due to safety, access management spacing, and drainage constraints.
- Access should rely on **right-in/right-out driveways**, existing U-turn opportunities, Jim Keene Boulevard connections, and potential future links to **Thornhill Road**.
- Any future signalization would require a separate traffic study.

Planning Framework and Development Zones

The campus is organized into functional zones that guide expansion while avoiding high-cost environmental impacts:

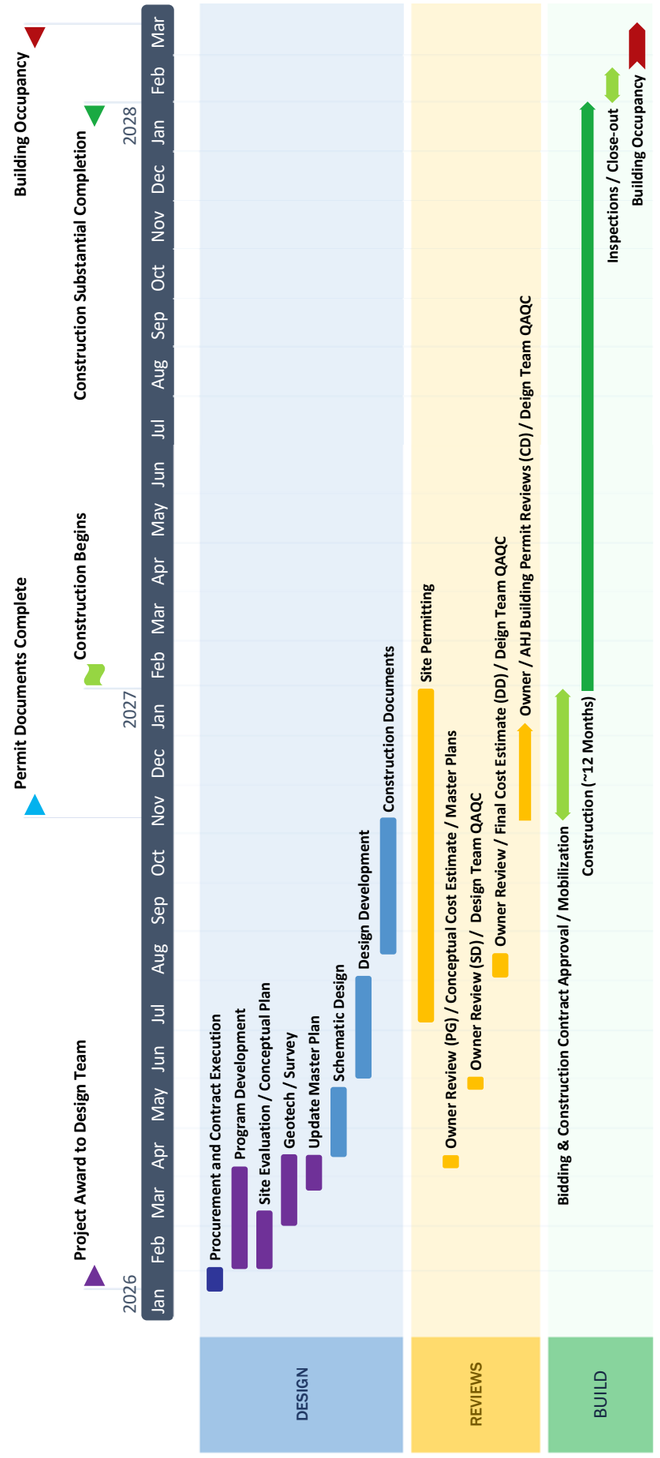
- **Southern SR 540 Zone:** Undeveloped area identified for Fire Rescue Headquarters
- **Southern SR 540 Complex: Fire Rescue Headquarters (~40,300 SF)** supported by approximately **155 surface parking spaces**, with new access, utilities, and stormwater improvements.

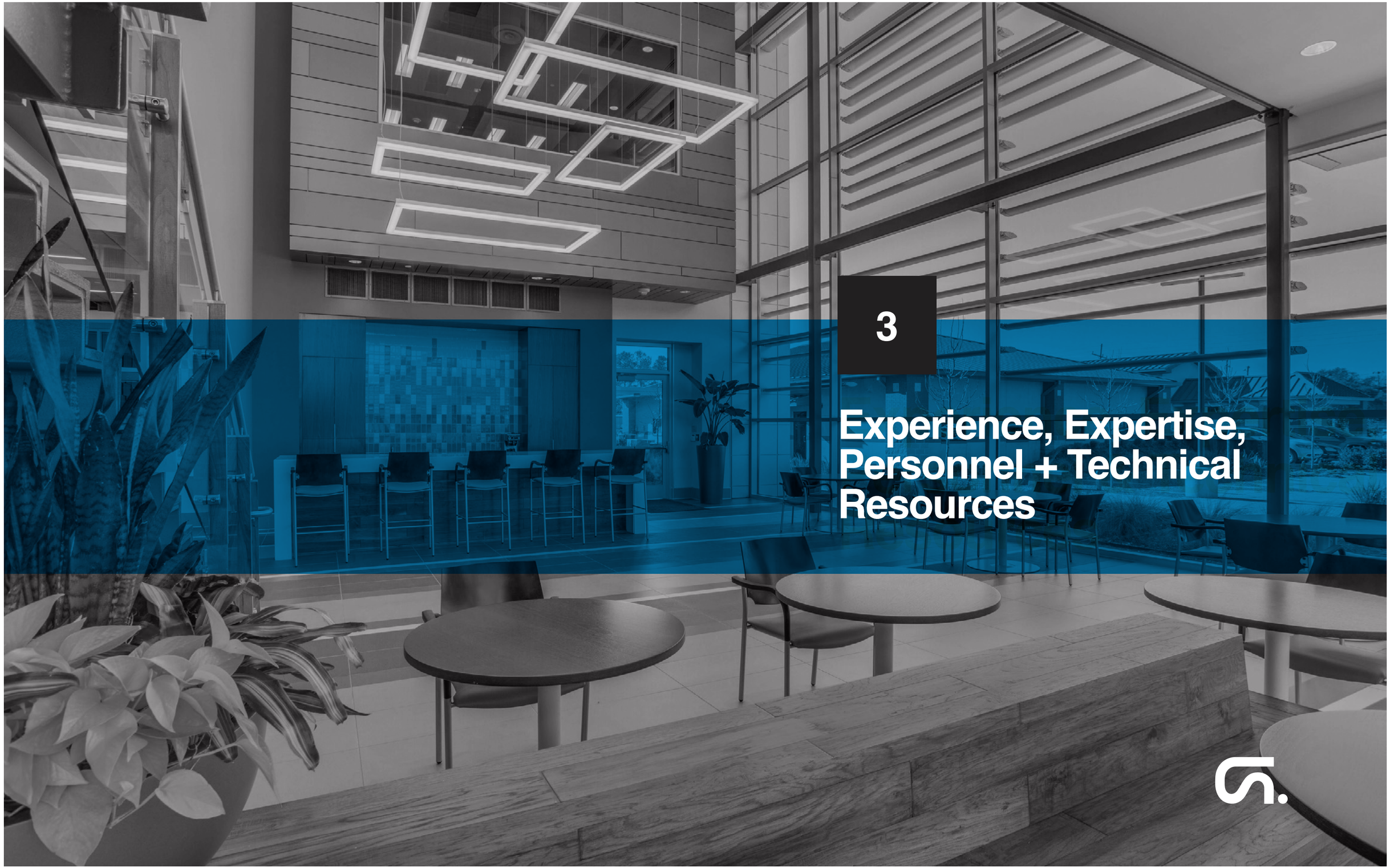
Summary

Polk County desires to design and construct a new Fire Rescue administration headquarters presenting an opportunity to replace outdated facilities and create a modern, efficient, and secure headquarters that supports the vital work of Polk County Fire Rescue. Grace Design Studios has successfully worked within existing master development plans to create thoughtful, well crafted, strategic facility layouts that have served community institutions for decades and can do the same for the Polk County Safety Complex Site.

Please include a project schedule.

Please find our project schedule below:





3

Experience, Expertise, Personnel + Technical Resources

Polk County
Northeast Government Center

The center is organized along a central corridor that links two levels of security and distinct county divisions, departments, and offices for various constitutional officers. From the courtrooms and legal offices of the 10th Judicial Circuit to a full-service Tax Collector's center with a drive-thru service option and an enclosed, on-site drivers license test course. The design prioritizes functionality, visitor convenience, and safety. Natural daylight filters through a continuous clerestory, fostering a welcoming and energy-efficient atmosphere. Strategic views of the landscape create a seamless connection between civic life and Central Florida's natural environment.

Location
Lake Alfred, FL

Size
73,700 SF

Cost
$22,789,949

Representative
Mark Kithcart
330 W. Church Street
Bartow, FL 33830
P: 863.534.5511
E: markkithchart@polk-county.net

Date
04/2023 (orig./actual)

Firm Responsibility
Architectural Services, Interior Design

Key Staff
PM / PA: Gerald Trout
ID: Laura Frazier-Sever

Working Relationship
Civil: WSP USA, Inc.
MEP / Structural: TLC Engineering Solutions

Budget
$22,789,949 (orig.) | $22,789,949 (final)

Time Extensions
N/A

City of Haines
New City Hall Annex

The new four-story Andrew R. Reilly City Hall Annex will provide Haines City with a modern, efficient, and flexible government workspace designed for both current operations and future growth, featuring a secure reception lobby with controlled access, a blend of open office areas and private offices, numerous workrooms and conference spaces, employee reprieve areas, ample storage, and highly adaptable upper floors that can expand with evolving departmental and staffing needs, ultimately centralizing multiple service divisions to improve accessibility, strengthen connectivity, and enhance the delivery of civic services for the community.

Location
Haines City, Florida

Size
31,512 SF

Cost
Est. $19,000,000

Representative
Loyd Stewart
620 E Main Street
Haines City, FL 33844
P: 863.421.5560
E: loyd.stewart@hainescity.com

Date
Est. 08/2026

Firm Responsibility
Architectural Services, Interior Design

Key Staff
PM: Gerald Trout
PA: Regina Gilfanova
ID: Laura Frazier-Sever

Working Relationship
Civil/Geotech: WSP USA, Inc.
MEP/Structural: TLC Engineering Solutions

Budget
$19,000,000 (orig.) | $TBD (final)

Time Extensions
TBD

St. Johns River Water Management District

Apopka Service Center

The Apopka Service Center for the St. Johns River Water Management District features executive and flex offices, open workstations, conference rooms, and collaborative spaces oriented to capture views of Lake Apopka, with resilient, low-maintenance materials and extensive natural light throughout. Designed around mature oak trees and integrated stormwater gardens, the facility includes over 45 staff workspaces, multiple meeting rooms, a lobby, breakroom, and support areas.

Delivered in two phases—from planning, engineering, and permitting through final design, construction, and commissioning—the project achieved Florida Green Building Coalition Gold Certification for its sustainable, climate-responsive design.

Location
Apopka, FL

Size
17,160 SF

Cost
$6,500,000

Representative
Scott Tilton
7775 Baymeadows Way, Ste 102
Jacksonville, FL 32256
P: 386.937.1378
E: stilton@sjrwmd.com

Date
09/2022 (orig./actual)

Firm Responsibility
Architectural Services, Interior Design

Key Staff
PIC / PM: Jonathan Kirk

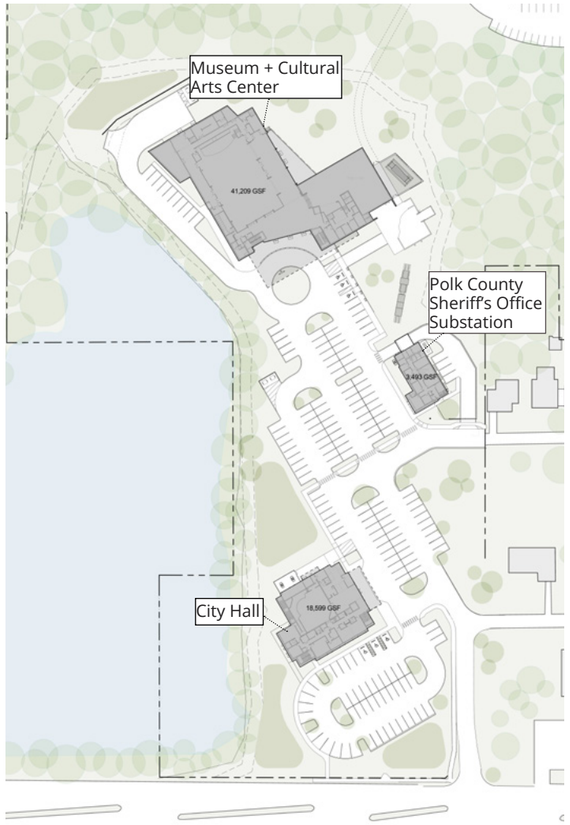
Working Relationship
Civil: WSP USA, Inc
MEP / Structural: TLC Engineering Solutions

Budget
$6,500,000 (orig.) | $6,500,000 (final)

Time Extensions
None

City of Mulberry

Mulberry Government Complex



The City of Mulberry is set to transform a 10.32-acre site adjacent to the Mulberry Civic Center, Public Library, and Centennial Park into a comprehensive municipal complex. The substation will be strategically located to provide efficient access for law enforcement while fostering a sense of security within the complex. The new City Hall will serve as the administrative hub, offering modern facilities for municipal operations.

The Civic Center is envisioned as a versatile space for community events and gatherings, promoting civic participation.

The Museum & Cultural Center aims to celebrate Mulberry's rich history and cultural heritage, providing educational and cultural enrichment opportunities. The project underscores Mulberry's commitment to creating a cohesive and vibrant civic space that meets the diverse needs of its residents, with a strong emphasis on safety, culture, and community engagement.

Location
Mulberry, FL

Size
68,000 SF

Cost
$31,500,000

Representative
Rick Johnson
104 S. Church Ave
Mulberry, FL 33860
P: 863.425.1125
E: rjohnson@cityofmulberryfl.com

Date
Est. 2027

Firm Responsibility
Architectural Services, Interior Design

Key Staff
PM: Gerald Trout
PA: Regina Gilfanova
ID: Laura Frazier-Server

Working Relationship
Civil: Gadd & Associates, LLC
MEP / Structural: TLC Engineering Solutions

Budget
$31,500,000 (orig.) | TBD (final)

Time Extensions
TBD

City of Lakeland

Water Administration Building

Phase II: New Construction - On Hold

Phase I: Demolition, Renovations and Additions - Completed 2021

On the site of a vacated former administration building, our team designed a new campus for the City of Lakeland's Water Department to be completed in two phases. The first phase of the campus, completed in 2021, spans 15,274 SF and includes a meter and radio shop, telecommunications, and distribution office building. Additional covered parking areas for the Department's service trucks are also included in the overall site improvements. The future second phase will include a new 18,496 SF administration building. The proposed administration facility emphasizes and celebrates the overarching theme of water. Collecting rainwater, the roof will drain all precipitation to a waterspout at the entrance of the building. The water from this spout will then fall into a French drain that will then filter the rainwater before re-entering the ground. Surrounding the drain will be a rain garden that will collect water off of the pavement as well as any overflow from the French drain. It is the hope of Grace and the City of Lakeland to inform the public and promote a more sustainable lifestyle through the use of multiple water-conscious elements in this project.

Location

Lakeland, FL

Size

15,274 SF (Phase I)
26,650 SF (Phase II)

Cost

$6,099,125 (Phase I)
TBD (Phase II)

Representative

Richard Baker
228 S. Massachusetts Ave
Lakeland, FL 33801
P: 863.864.2380
E: richard.baker@lakelandgov.net

Date

10/01/2021 (Phase I)
TBD (Phase II)

Firm Responsibility

Architectural Services, Interior Design

Key Staff

PIC / PM: Gerald Trout
PA: Regina Gilfanova

Working Relationship

Civil: Amec Foster Wheeler
Structural: Robert T. Haug, P.E.
Mechanical / Plumbing: Pyramid Engineering
Electrical: New Power Consulting, Inc.

Budget

$6,099,125 (orig.) | $6,099,125 (final) (Phase I)
TBD (Phase II)

Time Extensions

N/A

Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.

POLK COUNTY

Jonathan Klrk
AIA, NCARB, LEED AP
Principal-in-Charge

Gerald "Jerry" Trout
AIA
Project Manager

Regina Gilfanova
AIA, NCARB, LEED AP, CDT
Project Architect

Laura Frazier-Sever
RID, NCIDQ
Interior Designer

Consultants

Civil Engineering
Gadd & Associates, LLC

Structural Engineering
Bowen Engineering Corporation

MEP / IT
TLC Engineering Solutions, Inc.

Landscape Architect
Landscape Pros, Inc.

Geotechnical Engineering
Madrid Engineering Group, Inc.

Surveying and Mapping
Hyatt Survey Services, Inc.

Cost Estimating
Cost Management, Inc.

Jonathan Kirk

AIA, NCARB, LEED AP

Principal, Architect

Jon began his career 27 years ago and has a range of experience covers campus master planning, higher education, nature centers, hospitality establishments, and a wide array of public spaces. He leverages his passion for historic preservation/adaptation and the evolution of modern materiality by developing a design language that unifies context and program. He is a former member of the City of Lakeland's Historic Preservation Board, where he served as Design Review Committee Chairman. He also previously volunteered on the Platform Art Board of Directors.

Firm
Grace Design Studios, LLC

Project Assignment
Principal-in-Charge

Education
Master, Architecture, University of Florida
Bachelor of Design, Architecture, University of Florida

License
Registered Architect
FL #92116

Certification
American Institute of Architects (AIA)

National Council of Architectural Registration Boards (NCARB)

Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

Years of Experience
27

Years with Firm

6

Relevant Experience

St. Johns River Water Management District: Apopka Service Center *Apopka, FL*
Size: $6,000,000
Role: Principal-in-Charge

Southeastern University Welcome Center & Executive Office Building *Lakeland, FL*
Size: $9,000,000
Role: Principal-in-Charge

City of Mulberry Multi-Building Government Center *Mulberry, FL*
Size: $29,000,000
Role: Quality Control

Lakeland Fire Department Fire Services Support Building *Lakeland, FL*
Size: $800,000
Role: Principal-in-Charge

Lakeland Fire Department Fire Station No. 2 Prototype Development *Lakeland, FL*
Size: $1,000,000
Role: Project Architect

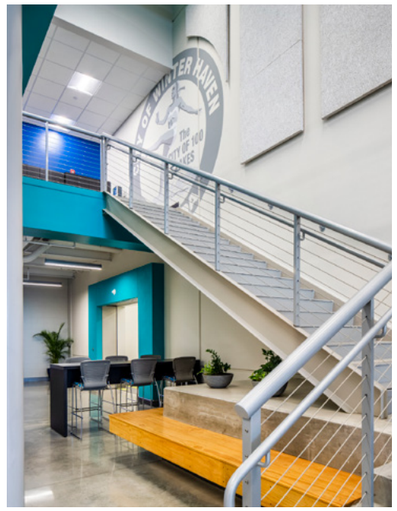
Lakeland Fire Department Fire Station No. 6 Prototype Re-use *Lakeland, FL*
Size: $2,100,000
Role: Project Architect

Lake Cargo Outdoor Recreation Center *Lakeland, FL*
Size: $7,000,000
Role: Principal-in-Charge

Chain of Lakes Park Phase 2- Baseball Support Facilities *Winter Haven, FL*
Size: $20,000,000
Role: Principal-in-Charge

Se7en Wetlands Welcome and Educational Center *Lakeland, FL*
Size: $2,000,000
Role: Principal-in-Charge

Southwest Middle School Campus Replacement *Lakeland, FL*
Size: $42,000,000
Role: Principal-in-Charge



Gerald "Jerry" Trout

AIA

Project Manager

Jerry's design experience involves countless higher education and fine arts projects throughout the State. His well thought-out construction means and methods, in addition to his ability to work closely with construction managers, produce projects that are consistently on time and under budget.

Firm
Grace Design Studios, LLC

Project Assignment
Project Manager

Education
Bachelor, Architecture, Auburn University

License
Registered Architect
FL #0013665

Certification
American Institute of Architects (AIA)

Years of Experience
50

Years with Firm
46

Relevant Experience

Polk County Northeast Government Center *Lake Alfred, FL*
Size: $22,789,949
Role: Project Manager / Studio Leader / Quality Control Reviews

Polk State College Northeast Ridge Campus Phase I *Lake Alfred, FL*
Size: $22,800,000
Role: Project Manager / Studio Leader / Quality Control Reviews

Tax Collector of Polk County - Lakeland Service Center *Lakeland, FL*
Size: $3,832,159
Role: Project Manager / Studio Leader / Quality Control Reviews

Hernando Westside Tax Collector Service Center *Brooksville, FL*
Size: $13,600,000
Role: Project Manager / Studio Leader / Quality Control Reviews

Mulberry Government Complex *Mulberry, FL*
Size: $30,000,000
Role: Project Manager / Studio Leader / Quality Control Reviews

City of Haines City New City Hall Annex *Haines City, FL*
Size: $13,600,000
Role: Project Manager / Studio Leader / Quality Control Reviews

Ashley Gibson Barnett Museum of Art at Florida Southern College Expansion *Lakeland, FL*
Size: $8,000,000
Role: Project Manager / Studio Leader / Quality Control Reviews

City of Winter Haven AdventHealth Field House and Conference Center *Winter Haven, FL*
Size: $24,333,789
Role: Project Manager / Studio Leader / Quality Control Reviews

Citizens Bank & Trust Plant City Branch *Plant City, FL*
Size: $2,000,000
Role: Project Manager / Studio Leader / Quality Control Reviews

Regina Gilfanova

AIA, NCARB, LEED AP, CDT

Project Architect

Regina Gilfanova brings 20 years of practicing architecture, interior design, urban design and sustainable construction at the highest level of professionalism. Regina consolidates visual and spatial design criteria with strong skills of site planning, architecture, interior design and business skills to achieve a straightforward expression of each project's program requirements. Regina applies diverse expertise to successful project delivery, managing complex project requirements, schedules and budget constraints, whilst focusing on the design excellence.

Firm
Grace Design Studios, LLC

Project Assignment
Project Architect

Education
Bachelor of Science,

Architectural and Environmental Design, Morgan State University

Bachelor, Architecture, UFA State Petroleum Technical University

License
Registered Architect
FL #102474

Certification
American Institute of Architects (AIA)

National Council of Architectural Registration Boards (NCARB)

Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

Construction Document Technologist (CDT)

Years of Experience
20

Years with Firm
2

Relevant Experience

Hernando Westside Tax Collector Service Center *Brooksville, FL*
Size: $13,600,000
Role: Project Architect

City of Haines City New City Hall Annex *Haines City, FL*
Size: $19,800,000
Role: Project Architect

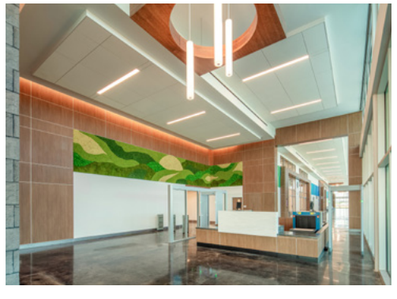
Polk State College Northeast Ridge Campus Phase I *Lake Alfred, FL*
Size: $37,000,000
Role: Project Architect

City of Winter Haven Recreational + Cultural Center *Winter Haven, FL*
Size: $19,900,000
Role: Project Architect

Bartow Community Redevelopment Agency Innovation Center *Bartow, FL*
Size: $3,000,000
Role: Project Architect

City of Lakeland RP Funding Center Renovations *Lakeland, FL*
Size:$12,000,000
Role: Project Architect

Mulberry Government Complex *Lakeland, FL*
Size:$30,000,000
Role: Project Architect



Laura Frazier-Sever

RID, NCIDQ

Interior Designer

Laura began her career as an interior designer 18 years ago and recently joined Grace Design Studios as a Senior Interior Designer. She is a Registered Interior Designer in the State of Florida and maintains a credential from the National Council for Interior Design Qualifications (NCIDQ). She is a goal-oriented professional with knowledge in interior design, project management, and client relations. She is accomplished in delivering projects that meet brand standards + code compliances, which are on-specification, on-budget, and on-time. She is articulate in communicating with clients and plans projects meticulously, regardless of scale.

Firm
Grace Design Studios, LLC

Project Assignment
Interior Designer

Education
Mater of Science, Interior Design, Florida State University

Bachelor of Arts, English Literature, Florida State University

License
Registered Interior Designer
FL #5288

Certification
National Council for Interior Design Qualification (NCIDQ)

Years of Experience
23

Years with Firm
3

Relevant Experience

Hernando Westside Tax Collector Service Center *Brooksville, FL*
Size: $13,600,000
Role: Interior Designer

Mulberry Government Complex *Mulberry, FL*
Size: $30,000,000
Role: Interior Designer

City of Haines City New City Hall Annex *Haines City, FL*
Size: $19,800,000
Role: Interior Designer

Polk County Northeast Government Center *Lake Alfred, FL*
Size: $22,800,000
Role: Interior Designer

Ashley Gibson Barnett Museum of Art at Florida Southern College Expansion *Lakeland, FL*
Size: $8,000,000
Role: Interior Designer

City of Winter Haven Recreational + Cultural Center *Winter Haven, FL*
Size: $19,900,000
Role: Interior Designer

Polk State College Northeast Ridge Campus Phase I *Lake Alfred, FL*
Size: $22,800,000
Role: Interior Designer

Personnel Availability

With several current projects nearing completion, our team has the availability and capacity to fully support the needs of this project. We have dedicated staff ready to respond quickly, and we are well-resourced to meet your goals and schedule. The chart below outlines each key team member's availability. Our team is also local to Polk County, and the office and home addresses of key staff are provided for your reference.

We are prepared to commence services as soon as the project demands and will dedicate the necessary time and resources to achieve your goals and exceed expectations. Throughout the project, we will continuously evaluate and align with the project's objectives for schedule, budget, design, and quality, ensuring that every aspect reflects your vision.

Jon Kirk
Lakeland Office
Lakeland, FL

Jerry Trout
Lakeland Office
Lakeland, FL

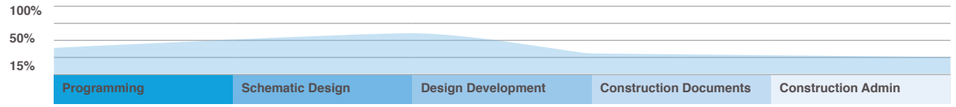
Regina Gilfanova
Lakeland Office
Wesley Chapel, FL

Laura Frazier-Sever
Lakeland Office
Lakeland, FL

Projected Workload

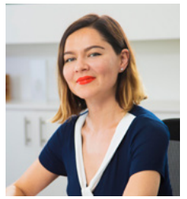
Jon Kirk
Principal-in-Charge

Available time: Jon's current workload includes 3 projects in design and 2 projects in construction.
Jon's Anticipated Involvement by Phase:



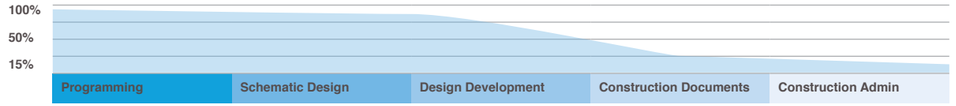
Jerry Trout
Project Manager

Available time: Jerry's current workload includes 2 projects in design and 3 projects in construction.
Jerry's Anticipated Involvement by Phase:



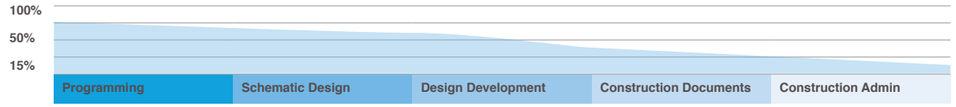
Regina Gilfanova
Project Architect

Available time: Regina's current workload includes 2 projects in design and 3 projects in construction.
Regina's Anticipated Involvement by Phase:



Laura Frazier-Sever
Interior Designer

Available time: Laura's current workload includes 5 projects in design and 6 projects in construction.
Laura's Anticipated Involvement by Phase:



Gadd & Associates, LLC

Civil Engineering

Gadd & Associates was founded February 2013, 12 years ago, in Lakeland, Florida to merge talent and expertise in the civil engineering and land planning disciplines. Our staff of qualified professionals bring a wealth of knowledge to each project to produce deliverables based on experience and understanding of our Client/Developer's needs. By always being available and willing to spend the extra time for research, review, and value engineering, Gadd & Associates has proven to be a valuable asset to Owner/Development teams.

Gadd & Associates is a local, approachable, available, and transparent "turn-key" Civil Engineering firm who excels at expediting and streamlining municipal, educational, commercial, and residential/community projects from inception, through design/permitting, construction administration, and closeout for a successful, economic, and sustainable project.

Location:
4685 East County Road 540A
Lakeland, FL 33813

Role: Gadd & Associates is a local, approachable, available, and transparent "turn-key" Civil Engineering firm who excels at expediting and streamlining municipal, educational, commercial, and residential/community projects from inception, through design/ permitting, construction administration, and closeout for a successful, economic, and sustainable project.

Rodney Gadd

PE

Civil Engineer
Gadd & Associates, LLC

As a founding Principal of Gadd & Associates since its inception, Rodney is responsible for direction and supervision of all design projects for the company. During his years of experience with private sector civil engineering firms, Rodney has become proficient with the design and permitting requirements of Polk County, surrounding municipalities, and local water management districts. Utilizing design and construction experience, his specific role with each project includes project management, scope adherence, drainage design, stormwater hydrology, roadway design, access management design, water / sewer utility design, accessibility requirements, value engineering, and construction engineering inspection activities.

Firm
Gadd & Associates, LLC

Responsibility
Civil Engineer

Education
Master, Civil Engineering, University of South Florida

Bachelor, Civil Engineering, University of South Florida

Years of Experience
20

License
Professional Engineer FL #70875

Relevant Experience

Mulberry Government Complex
Mulberry, FL

Polk State College Northeast Ridge
Haines City, FL

Polk County School Board Citrus Ridge Academy
Davenport, FL

Polk Count Sheriff Office Burnham McCall K-9 Training Center
Bartow, FL

Polk County Lawrence Crow DEMO/Sally Port Construction
Bartow, FL

City of Apopka Fire Station #5
Apopka, FL

Bowen Engineering Corporation

Structural Engineering

Bowen Engineering Corporation is an Orlando based engineering firm, located in the College Park neighborhood of Orlando. Bowen Engineering has successfully served our community for over 37 years. Bowen Engineering Corporation is located at 1528 Vassar Street, Orlando, Florida 32804.

Bowen Engineering has hundreds of successful projects of Structural Design in Educational, Commercial, Industrial, Institutional, Recreational and Residential projects. Bowen Engineering Corporation, was founded in 1988, has consistently placed the project owner's needs for their project's success, structural integrity, budget, safety and serviceability as our primary focus. We have considerable experience in the design of Governmental/Institutional, Fire Rescue Stations, Recreational Centers, Schools, Churches, Hospitals, Court Houses, Post Offices, Commercial Office Buildings, Prisons, Retail Centers, Automobile dealerships, Airplane Hangars and Airport Facilities. Our experience also includes civil type structures such as: box/pipe culverts, support and containment walls, and fluid containment tanks.

Bowen Engineering's policy is to maintain a responsive, tight knit firm with principals involved directly in the design and production of each project. This practice ensures that our clients receive the expertise of our most experienced and talented engineers. Bowen Engineering Corporation is committed to project team approach based on the owners' needs and expectations. As project team members we work diligently with the owners and team to fine tune the structure with the unique aspects and goals of the owner's project.

Location:
1528 Vassar Street
Orlando, FL 32804

Role: Bowen Engineering Corporation will design and analyze the building's framework to ensure it meets safety, stability, and code requirements. They will work closely with the architectural team to integrate structural systems that support the project's design intent and functionality.

Frederico Bowen

PE

Structural Engineer
Bowen Engineering Corporation

Federico is well verse in all facets of analysis and design of all modern structures. He has over 42 years of experience in responsible charge of design and is the principal in charge of design and production for the firm. This experience, in addition to his advanced educational background, enables Federico to accurately evaluate problems and implement design solutions that are practical and economical for our clients.

Firm
Bowen Engineering Corporation

Responsibility
Structural Engineer

Education
Master of Science, Structural Engineering, University of Illinois

Years of Experience
42

Licenses
Professional Engineer FL #38153

Relevant Experience

Minneola Police and Fire Station
Minneola, FL

Gainesville Fire Station
Gainesville, FL

ARFF Fire Station
Titusville, FL

Orange County Fire Station 51
Orange County, FL

Fire and Rescue Headquarters 911 Center
Orange County, FL

Space Coast Airport Building
Titusville, FL

TLC Engineering Solutions, Inc.

MEP / IT Engineering

At TLC Engineering Solutions, Inc. we are continuously learning and growing. Our mission to THINK boldly, LISTEN attentively, and CREATE passionately serves as the blueprint that guides our promise of extreme service to our clients. TLC Engineering Solutions provides high-performance engineering design, consulting, and energy services.

Founded in 1955 and consistently ranked among the largest MEP and structural engineering firms in the country, we offer expertise in diverse markets, from education to healthcare to aviation. We have offices across the nation with headquarters in Orlando, Florida.

Location:
7370 Cabot Court, Ste 103
Melbourne, FL 32940

Role: Our highly qualified team of 600 professionals includes licensed MEP engineers, technology and IT systems specialists, LEED-accredited professionals, and ACG-registered commissioning authorities. We bring deep expertise in building systems design, including mechanical, electrical, plumbing, low-voltage infrastructure, communications, and integrated technology solutions.

Mike Angell

PE

Mechanical Engineer
TLC Engineering Solutions, Inc.

Mike is experienced in both modeling and design workand specializes in energy-efficient mechanical systems. With extensive engineering design skills in HVAC, plumbing, and fire protection, Mike creates cost-effective, energy-efficient, innovative design solutions that contribute to the overall building functionality. He is well-versed in design analysis, code study, load calculations, performing energy analysis, identifying energy savings, and presenting design alternatives to the customer. Mike's expertise in REVIT and IES VE allows him to apply technical knowledge to sustainable building design including daylight harvesting, advanced shading constructs, airflow analysis, HVAC and building controls, advanced HVAC system design and simulation, and envelope suitability analysis.

Firm
TLC Engineering Solutions, Inc.

Responsibility
Mechanical Engineer

Education
Bachelor of Science, Mechanical Engineering, University of Central Florida

Years of Experience
15

License
Professional Engineer FL #83232

Relevant Experience

City of West Palm Beach Fire Station 5 and Emergency Operations Center
West Palm Beach, FL

City of Cocoa Fire Station 1 and Headquarters Facility Design Criteria
Cocoa, FL

City of DeLand Fire Station 81 and Evidence Storage Building
DeLand, FL

City of Melbourne Joseph Pellicano Law Enforcement Center & Emergency Operations Center
Cocoa Beach, FL

City of Mulberry Government Center
Mulberry, FL

Brevard County Emergency Operations Center
Rockledge, FL

City of Gainesville Police Department Headquarters
Gainesville, FL

Moncef Hadiji

PE, RCDD, LEED AP BD+C

Electrical Engineer
TLC Engineering Solutions, Inc.

Moncef serves as a Principal at TLC and Senior Electrical Engineer responsible for coordinating and implementing the electrical design with other design disciplines, supervising the electrical design team, as well as Quality Control and Quality Assurance for electrical drawings. Moncef has over 30 years of experience in designing specialty lighting, power distribution systems, emergency generators, uninterrupted power supplies, automatic transfer switches, lightning suppression, surge arresters, and communications-technology systems for fire alarms, paging and public address, voice-data, audio-visual, and security/access control.

Firm
TLC Engineering Solutions, Inc.

Responsibility
Electrical Engineer

Education
Master of Science, Electrical Engineering, Wichita State University

Bachelor of Science, Electrical Engineering, Wichita State University

Years of Experience
35

License
Professional Engineer FL #48022

Certifications
Registered Communications Distribution Designer (RCDD)

Leed Accredited Professional in Building Design and Construction (LEED AP BD+C)

Relevant Experience

City of West Palm Beach Fire Station 5 and Emergency Operations Center
West Palm Beach, FL

City of Cocoa Fire Station 1 and Headquarters Facility Design Criteria
Cocoa, FL

City of Melbourne Joseph Pellicano Law Enforcement Center and Emergency Operations Center
Cocoa Beach, FL

City of Deland Utilities Administration Facility
DeLand, FL

Brevard County Emergency Operations Center
Rockledge, FL

Indian River County Administrative Complex and Emergency Operations Center
Vero Beach, FL

William Nance

RCDD, OSP, PSP

Technology and Communication Specialist
TLC Engineering Solutions, Inc.

Bill has over 28 years of experience and knowledge in technology design, consulting, and project management. Specializing in communication technology, he holds the Registered Communications Distribution Designer (RCDD) credential and BICSI specialty credential of Outside Plant Designer (OSP). His project experience involves a range of client types designing Structured Cabling Systems, Data Networking, Voice Systems, Audio / Visual, Intrusion Detection, Access Control, and Surveillance systems. Bill has the skills and experience to plan, develop, and oversee outside plant projects including modifications of existing facilities.

Firm
TLC Engineering Solutions, Inc.

Responsibility
Technology and Communication Specialist

Education
Associate, Electrical and Electronics Engineering, Marion Technical College

Years of Experience
28

Certifications
Registered Communications Distribution Designer (RCDD)

Outside Plant (OSP) Designer

Physical Security Professional (PSP)

Relevant Experience

City of DeLand Fire Station 81 and Evidence Storage Building
DeLand, FL

City of Melbourne Fire Station Design Criteria
Melbourne, FL

Brevard County Emergency Operations Center
Rockledge, FL

City of Deland Utilities Administration Facility
DeLand, FL

Brevard County Traffic Management Center
Melbourne, FL

City of Melbourne Joseph Pellicano Law Enforcement Center & Emergency Operations Center
Cocoa Beach, FL

City of Cocoa Beach Police Headquarters
Cocoa Beach, FL

Landscape Pros. Inc.

Landscape Architecture

Landscape Pros is a full-service landscape contractor, specializing in commercial and large residential properties. We have served Hillsborough, Pasco and Polk counties with a commitment to service and value. We appreciate your interest in our company and look forward to earning your business.

Established in 1978, Landscape Pros has the experience and expertise to get the job done right the first time. Our skilled professionals use only the finest tools and materials to landscape your property.

Landscape Pros is an insured, licensed, and bonded contractor that provides personalized service and affordable rates. We offer free estimates and warranties. We'll take care of the job from start to finish, and if there's anything else we can do to make your experience a little easier, just ask. We appreciate the opportunity to serve you.

Location:
11711 Knights Griffin Road
Thonotosassa, FL 33592

Role: Landscape Pros is a trusted landscape and irrigation contractor serving commercial, school, and residential properties in Tampa, Florida, and surrounding areas. With over 45 years of experience since 1978, our team delivers exceptional quality, reliability, and customer satisfaction.

Salvatore Chillura

FCHP, BMP CERTIFIED, CPCO

Landscape Architect
Landscape Pros., Inc.

Salvatore Chillura is the President of Landscape Pros, a trusted name in the landscaping industry since 1978. With decades of experience, Salvatore leads a team of skilled professionals dedicated to delivering comprehensive landscape solutions. Under his leadership, Landscape Pros offers a wide range of services including landscape maintenance, irrigation installation and repairs, fertilization, mulch, sod and soil installation, landscape boulder placement, drainage solutions, and property clean-outs with front-end loader work. His commitment to quality and client satisfaction has solidified Landscape Pros' reputation as a leader in the field.

Firm
Landscape Pros., Inc.

Responsibility
Landscape Architect

Education
Bachelor of Science, Finance, Florida State University

Years of Experience
30

Certifications
Florida Nursery Growers and Landscapers Association

Certified Horticulture Professional (FCHP)

Certified Specialty Contractor for Construction Business and Irrigation Specialty Contractor with Florida State License

Florida Green Industries Best Management Practices (BMP Certified)

Certified Pest Control Operator (CPCO)

Relevant Experience

BTB Zep Yard
Zephyrhills, FL

West Park Village
Tampa, FL

Brandon Booster Pumping Station
Brandon, FL

Collins PK-8 School
Brandon, FL

CSX Causeway Docks
Tampa, FL

Convington Amenity
Apollo Beach, FL

Madrid Engineering Group, Inc.

Geotechnical Engineering

Madrid CFTL has been providing Geotechnical Engineering and Construction Materials Testing services to various clients and owners throughout Florida since 1971. They include various state and local agencies (FDOT, CFX, THEA, Turnpike), counties and municipalities (Polk, Pinellas, Pasco, Hillsborough, Manatee, Sarasota, Charlotte, Lee, Collier, Hernando, Hardee, Orange, Manatee), prime consultants, contractors, and private owners. We have also served various water management districts and agencies including SFWMD, SWFWMD, Polk County Utilities etc. since our inception.

Our staff is experienced in water-wastewater, transportation, commercial, institutional, and residential market sectors. We have been involved in alternative/collaborative delivery as well as the conventional design-bid-build delivery mechanisms. Our team of 70+ technical staff includes Professional Engineers, Professional Geologists, CTQP, and ACI certified field and laboratory inspectors. Madrid CFTL's technical team is supported by two CMEC accredited and FDOT qualified laboratories in District 1 and District 7. We are a certified DBE by the State of Florida (Woman-owned) with other small, minority and/or disadvantaged business certifications from entities such as the FDOT, Federal SBA, as well as several County and City governments.

Location:
2030 State Road 60 East
Bartow, FL 33830

Role: Madrid Engineering currently holds the geotechnical continuing services contracts for both Polk County and the City of Bartow; and we have very extensive experience working with both entities and maintain an excellent working relationship with both the County and City personnel.

John Delashaw

PE

Geotechnical Engineer
Madrid Engineering Group, Inc.

John currently serves as the Bartow office Principal of the GeoSciences Group for Madrid Engineering Group, Inc. (Madrid), which includes four Divisions within the firm and is the project principal and/or technical lead for most of the company's geotechnical projects. Much of his over 35 years of geotechnical engineering experience has been gained from working on projects in the areas of: dam design and evaluation; shallow and deep foundation systems; earthworks and site development; soil improvement techniques; specialty soil sampling; sinkhole investigation, evaluation and stabilization, and roadway soil.

Firm
Madrid Engineering Group, Inc.

Responsibility
Geotechnical Engineer

Education
Bachelor of Science, Civil Engineering, San Diego State University

Years of Experience
35

Licenses
Professional Engineer FL #48154 + MS

Relevant Experience

Polk County, Roads and Drainage New Annex
Winter Haven, FL

CRUSA Water Protection Facility, Warehouse Building and Other Infrastructure Projects
Bartow, FL

Deeson Road Pump Station and Force Main
Lakeland, FL

Polk County Sheriff's Office Training Center
Bartow, FL

Polk Regional Water Cooperative Southeast Wellfield Water Production Facility, Booster Station 1 and 2 and Multiple Pipeline Segments
Lake Whales, FL

Hyatt Survey Services, Inc.

Surveying and Mapping

Hyatt Survey is a full-service woman-owned surveying and mapping company with a professional staff possessing extensive multi-faceted surveying experience. Our work history also includes clients such as the US Army Corps of Engineers, the Florida Department of Transportation, and South Florida Water Management District in addition to Hillsborough, Manatee, Sarasota and Pinellas Counties. Hyatt Survey Services is a certified WBE/MBE with the State of Florida Office of Supplier Diversity as well as a certified DBE with the Florida Department of Transportation.

Hyatt Survey has a strong resume in regulatory project experience, these include Airport (Tampa International, SRQ, St. Petersburg-Clearwater International Airport), Seaports (Port of Tampa), Water and Wastewater facilities (Peace River), and Bridges, Roads and Highways (FDOT) to name just a few. We have provided professional surveying services throughout the state of Florida for more than 23 years for municipal, commercial, and private sector clientele.

Location:
2012 Lena Road
Bradenton, FL 34211

Role: Hyatt Survey is an experienced and fully equipped team comprised of seasoned professionals able to provide your every surveying need as outlined in this solicitation. We have provided professional surveying services throughout the state of Florida for more than 22 years for municipal, commercial, and private sector clientele.

Cost Management, Inc.

Cost Estimating

CMI is a small to medium-sized firm that has been in business since 1995. We have knowledge of the local market, having provided cost estimating and/or scheduling services on approximately 1,200 projects whose total construction value exceeded $8 Billion. This broad experience allows CMI to work on almost any project.

CMI specializes in large scale complex estimating and scheduling for new construction and analysis for existing facilities. Our expertise includes conceptual budgets, cash flow projections, value engineering, life cycle cost analysis, cost benefit analysis, bid evaluation and analysis, measuring accurate scope and quantities for change orders, project management and contract administration, etc.

Location:
158 Terra Mango Loop, Ste B
Orlando, FL 32835

Role: CMI approaches cost estimating as a strategic decision-making tool rather than a formality, using a blend of cost modeling and conceptual budgeting to establish realistic design-to-cost targets from the project's inception. As an independent estimator with no financial stake in construction outcomes, CMI provides unbiased guidance to help the design team shape or validate budgets that align with the Owner's expectations and project requirements.

Russell Hyatt

PSM

Surveyor / Mapping

Hyatt Survey Services, Inc.

As Vice President of Hyatt Survey Services, Inc., Russell's duties include local, state and federal contract administration and overall quality control. In addition to his administrative duties, Russell is also responsible for the production of boundary, hydrographic and topographic surveys. He couples over 37 years of surveying experience with a four-year degree in Surveying and Mapping. His project experience has included commercial / municipal development surveys and geodetic surveys and beach/channel/port hydrographic surveys. Russell has extensive experience providing survey services to local, state and federal agencies such as the Pinellas, Hillsborough, Manatee, Sarasota, and Charlotte Counties, Florida Department of Transportation, Florida Department of Environmental Protection and the U.S. Army Corps of Engineers-Jacksonville District.

Firm
Hyatt Survey Services, Inc.

Responsibility
Surveyor / Mapping

Education
Bachelor of Science, Survey and Mapping, University of Florida

Years of Experience
37

Licenses
Professional Surveyor and Mapper FL LS#5303

Relevant Experience

Navum Valley Farms 36 LLC WRE
Desoto County, FL

Bluebill Ave. Bridge Canal Crossing: Topographic - Bathymetric Survey
Collier County, FL

Naples Airport - Taxiway A and B Safety Improvement
Collier County, FL

22-2790 Lee County Landfill, Phase III
Lee County, FL

Naples Airport Runway 5-23 Interior Perimeter Road
Collier County, FL

Lindawoods St. & Beth Ct.: ROW and Topographic Survey
Hillsborough County, FL

Ganesh Jiawon

CGC, LEED AP

Cost Estimator

Cost Management, Inc.

Ganesh has over 40 years of experience in providing all aspects of construction cost and schedule related services on private and public projects. He has applied the principles of Construction Management and Chartered Quantity Surveying towards the success of a long list of public projects and satisfied Owners. With the Chartered Quantity Surveying method of cost estimating, Ganesh can effectively evaluate schemes and strategies before the standard material take-off strategy of estimating would be possible. This will help the design team understand the cost implications of major design decisions made early in the process.

Firm
Cost Management, Inc.

Responsibility
Cost Estimator

Education
Bachelor of Science, Construction Management, Pratt Institute

Years of Experience
46

Certifications
Certified General Contractor FL#1505217

Leed Accredited Professional (LEED AP)

Relevant Experience

Facility Condition Assessment for Multiple Fire Stations
Seminole County, FL

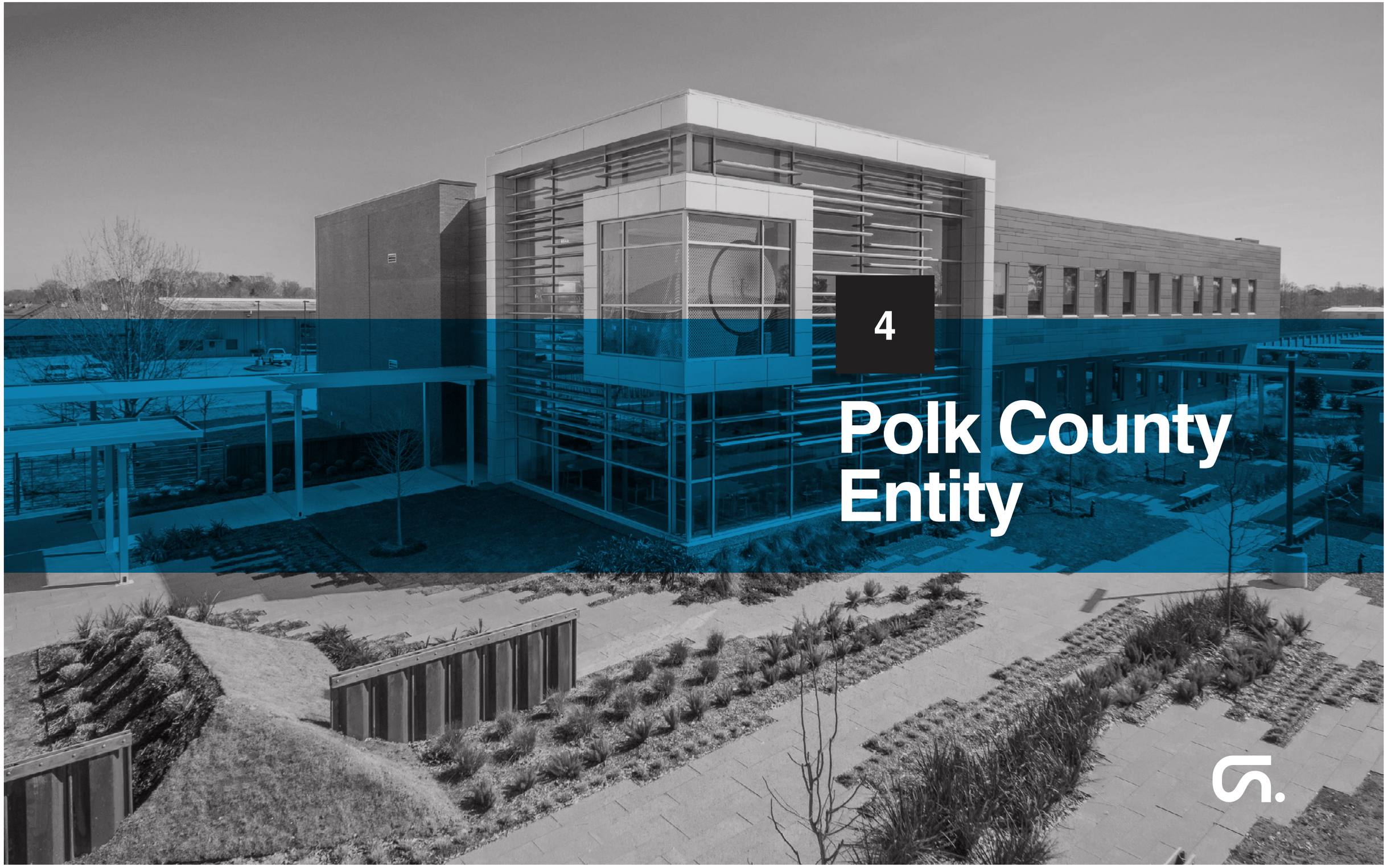
Polk County Government Center
Polk County, FL

Polk State College, Northeast Ridge Academic Building
Haines City, FL

Lake County Fire Station #90
Tavares, FL

Lake County Fire Station Prototype
Tavares, FL

Oviedo Fire Station #48 and Administration Building
Oviedo, FL



4

Polk County Entity

Provide documentation of the Proposers' headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.

Grace Design Studios' Lakeland office stands as a true local anchor in Central Florida. More than an address on East Edgewood Drive, it is a long established part of the community's fabric. For decades, the team has cultivated meaningful partnerships and delivered projects that reflect the region's character, values, and ambitions. Because they live and work in the same neighborhoods they design for, the Lakeland team brings an intimate understanding of local codes, permitting processes, construction markets, and, most importantly, the people who call Central Florida home. This is not just professional knowledge. It is personal investment.

Our Lakeland office has been a part of our firm for over 67 years through acquisition, and it is home to 18 dedicated team members.

Grace Design Studios acquired Straughn Trout Architects earlier this year. We are currently in the process of receiving an updated tax receipt reflecting our new name, Grace Design Studios; however, attached is our previous tax receipt.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 77 **CLASS:** B+ **EXPIRES:** **09/30/2025**

OWNER NAME	LOCATION
TIMOTHY JOHN HOEFT	2005 E EDGEWOOD DR LAKELAND

BUSINESS NAME AND MAILING ADDRESS

STRAUGHN TROUT ARCHITECTS LLC
STRAUGHN TROUT ARCHITECTS, LLC
2005 E EDGEWOOD DR
LAKELAND, FL 338033601

CODE **ACTIVITY TYPE**
540010 **ARCHITECT**
PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR-AR96576

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 2518312 07/25/2024 OPY **OLP 57.75** **STRAUGHN TROUT ARCHITECTS LLC**

Provide documentation of the sub-consultant's headquarters and local offices, if any, and the amount of time the sub-consultant has been located at each such local office. Please also indicate the number of employees at the local office.

Gadd & Associates, LLC
Civil Engineering
4685 East County Road 540A
Lakeland, Florida 33813
Years: 12
Employees: 4

TLC Engineering Solutions, Inc.
MEP Engineering
7370 Cabot Court, Ste 103
Melbourne, FL 32940
Years: 34
Employees: 57

Madrid Engineering Group, Inc.
Geotechnical Engineering
2030 State Road 60 East
Bartow, FL 33830
Years: 33
Employees: 48

Cost Management, Inc.
Cost Estimating
158 Terra Mango Loop, Ste B
Orlando, FL 32835
Years: 13
Employees: 37

Bowen Engineering Corporation
Structural Engineering
1528 Vassar Street
Orlando, FL 32804
Years: 33 years

Employees: 6

Landscape Pros, Inc.
Landscape Architect
11711 Knights Griffin Road,
Thonotosassa, FL 33592
Years: 25
Employees: 20

Hyatt Survey Services, Inc.
Surveying + Mapping
2012 Lena Road
Bradenton, FL 34211
Years: 23
Employees: 32

Project History Within Polk County

Our Lakeland office has proudly served Polk County for more than 69 years, developing a deep understanding of the County's processes, standards, and project delivery requirements. This long-standing presence has allowed our team to build strong relationships with local stakeholders and navigate county-specific procedures efficiently and effectively.

Over the decades, we have completed hundreds of projects throughout Polk County across a wide range of facility types. This extensive experience enables us to bring proven insight, consistency, and local knowledge to every project, ensuring a smooth process from planning through completion.

5

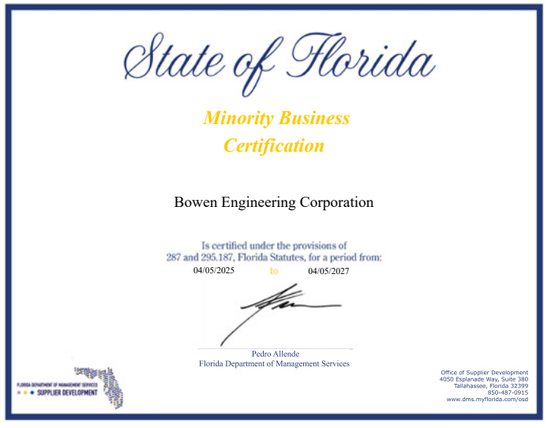
Certified MWBE

If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.

Although not a MWBE firm, Grace Design Studios always strives to meet or exceed any MWBE goal. We are committed to increasing diversity in the workforce and in our contracting practices. We will continue to seek opportunities throughout the project to enhance diversity.

Grace Design Studios actively partners with MWBE sub consultants across various project phases and disciplines. The firm maintains a comprehensive database of diverse business enterprises that have been previously identified and vetted for past projects, including small business enterprises (SBE), women-owned business enterprises (WBE), service-disabled veteran-owned business enterprises (SDVBE), and ethnic minority-owned business enterprises (MBE). These partnerships provide maximum practical opportunity to participate in the performance of government and commercial consulting services.

Please find our consultants MWBE certifications below:


State of Florida

Minority Business Certification

Bowen Engineering Corporation

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:
04/05/2025 to 04/05/2027

Pedro Allende
Florida Department of Management Services

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Bowen Engineering Corporation

State of Florida

Woman & Minority Business Certification

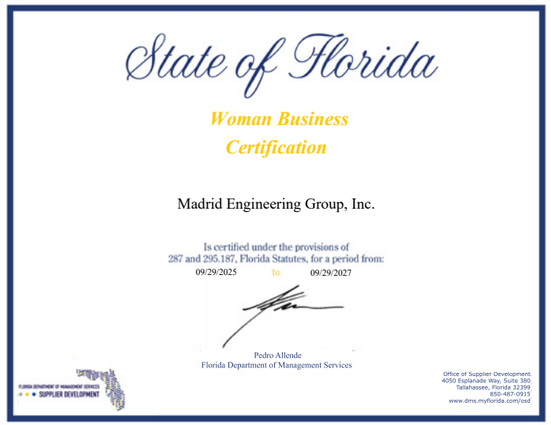
Landscape Pros, Inc.

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:
01/08/2025 to 01/08/2027

Pedro Allende
Florida Department of Management Services

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Landscape Pros, Inc.


State of Florida

Woman Business Certification

Madrid Engineering Group, Inc.

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:
09/29/2025 to 09/29/2027

Pedro Allende
Florida Department of Management Services

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Madrid Engineering Group, Inc.

State of Florida

Woman Business Certification

Hyatt Survey Services, Inc.

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:
08/11/2025 to 08/11/2027

Pedro Allende
Florida Department of Management Services

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Hyatt Survey Services, Inc.

State of Florida

Minority Business Certification

Cost Management Inc.

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:
09/23/2025 to 09/23/2027

Pedro Allende
Florida Department of Management Services

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Cost Management, Inc.

6

Interaction with County + Regulatory Agency Staff

Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with 11 regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, stormwater management permitting, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the County's Fire Rescue Division, Facilities Management, Procurement Division, Building Division, Codes Division, and County Attorney's Office staff in order to successfully fulfill the scope of service.

Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SWFWMD and FDEP.

Overview

Grace Design Studios and our proposed team of consultants have a proven track record of successful collaboration with Polk County and other governing authorities, ensuring seamless coordination throughout all phases of design and construction. Our team members maintain strong relationships with regulatory agencies and consistently communicate with Authorities Having Jurisdiction (AHJs) to facilitate smooth project progression. Our established practice involves engaging AHJs during both the initial design and construction document phases. This proactive approach familiarizes agencies with project goals early in the process and ensures that code compliance is addressed efficiently. This method has consistently resulted in timely approvals and successful project execution.

Polk County Specific Experience

Grace has extensive experience collaborating with Polk County agencies and authorities having jurisdiction (AHJs), supported by long-standing relationships with County Facilities Management, County Administration, the Sheriff's Department, and local Planning and Building Departments. This familiarity with Polk County's procedures, standards, and review processes allows our team to efficiently coordinate site development, navigate agency reviews, and proactively address regulatory requirements—resulting in a smoother, more predictable design and approval process.

Our Polk County portfolio includes the successful completion of multiple Tax Collector Service Centers, new offices for the Supervisor of Elections, and the Polk County Parking Garage, demonstrating our ability to deliver a wide range of civic and public-service facilities. Grace also holds a continuing services contract with Polk County, providing ongoing, trusted support across evolving County needs. Most recently, our work on the new Inspections and Testing Laboratory has advanced through design and has been sent to bid, further reinforcing our depth of experience and proven track record delivering projects for Polk County from planning through procurement.

Comprehensive Agency Coordination

Our proposed team includes consultants with valuable project experience across multiple municipalities in Polk County, ensuring familiarity with permitting and regulatory processes at both the county and city levels. We have worked extensively with local agencies, including:

- Southwest Florida Water Management District (SWFWMD)
- Florida Department of Environmental Protection (FDEP)
- Florida Department of Transportation (FDOT)
- Polk County Health Department (PCHD)
- Florida State Fire Marshall's office
  (Required permitting for our state DMS projects)

Proactive Solutions to Improve Permitting Processes

In addition to the new Polk County Building Division space in the Northeast Government Center, our firm is currently working with the cities of Lakeland, Haines City, and Bartow to redesign their City Hall Permitting Center spaces. This exemplifies our understanding of the permitting processes and our ability to design environments that streamline interactions between customers and code officials.

This insight enhances our ability to interact with these officials and anticipate and address permitting challenges effectively. Our consistent track record of successful collaboration with Polk County officials positions Grace as an ideal partner for Polk County. We are confident in our ability to deliver the new Joint-Use Warehouse and Administration Building efficiently, ensuring full regulatory compliance and maintaining open, effective communication with all stakeholders.

7

Timely Completion of Projects

Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein.

Current + Projected Workload

Our team currently has six projects in design and seven projects in construction. As many of our projects near the completion of construction documents, our design team is ready and available to take on new opportunities.

We are prepared to commence services as soon as the project demands and will dedicate the necessary time and resources to achieve your goals and exceed expectations. Throughout the project, our team will continuously evaluate and align with the project's objectives for schedule, budget, design, and quality, ensuring that every aspect reflects your vision.

Firms Ability To Handle Each Aspect Of The Scope

Our team is fully equipped to manage all aspects of the scope of services for both phases of the project. With extensive experience designing high-functioning administrative headquarters, we bring a strong understanding of workplace planning, operational efficiency, and strategic space utilization. We specialize in translating complex organizational needs into functional layouts, producing precise technical documentation, and fostering collaborative engagement to ensure each decision supports the organization's mission and long-term objectives.

As noted in our organizational chart, Grace Design is proposing Principal Architect Jon Kirk to lead the project and serve as the single point of contact for Polk County. Jon will oversee all aspects of the scope of services outlined in the County's RFP. As detailed in the draft schedule in Tab 2, the first approximately three months of the project will focus on site surveying and investigations of ecological, environmental, and geotechnical conditions. Our consultant team has the capacity to begin this work immediately upon award, including our consultants.

In parallel with site investigations, Jon Kirk and the Grace Design team will lead stakeholder engagement, programming, and master planning efforts. Key project staff identified in Tab 3 will dedicate up to 50% of their time to this project during both the Master Planning and Design phases. Supporting these efforts, Grace Design Studios employs more than 465 professionals nationwide across 24 offices, providing the depth of resources necessary to deliver this project successfully.

Demonstrated Responsiveness + Capacity

Our current workload includes minor projects under continuing contracts with municipalities and educational institutions, which require only a small portion of our workforce. Construction administration, for instance, typically occupies no more than 10% of a Principal's time.

This capacity allows us to immediately commence work on new projects with Polk County without delay. Notable examples of our responsiveness include:

- **Supervisor of Elections Due Diligence Survey:** Completed a 62-page document of investigations and findings in less than two weeks.
- **Florida Polytechnic University Admissions and Wellness Centers:** Delivered construction documents for each facility in under 30 days.

Commitment To Polk County Projects

Our longstanding relationship with Polk County ensures that its projects remain a top priority in our office. This commitment extends to our consultants, who share our dedication to delivering exceptional service. Once selected, the core project team will remain engaged throughout the project lifecycle, ensuring continuity and streamlined communication between all parties.

With the expertise, resources, and proven efficiency of our team, we are confident in our ability to meet and exceed Polk County's scheduling expectations. Our team stands ready to begin work immediately upon contract award and to deliver timely, world-class results through a collaborative and cohesive process.

8

Surveys of Past Performance

Survey Questionnaire – Polk County

RFP 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

To: Bill Beasley (Name of Person completing survey)

Polk County (Name of Client Company/Contractor

Phone Number: _____ Email: BillBeasley@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: New Northeast Government Center

Name of Vendor being surveyed: Grace Design Studios, LLC

Contract Start Date: April 2019 Contract End Date: May 2023

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator WILLIAM D. BEASLEY

Signature of Evaluator: _____

Please fax or email the completed survey to: candice@straughntrout.com / tim@straughntrout.com

Survey Questionnaire – Polk County

RFP 26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

To: Loyd Stewart (Name of Person completing survey)

City of Haines City (Name of Client Company/Consultant

Phone Number: 863.421.5560 Email: loyd.stewart@hainescity.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: New City Hall Annex

Name of Vendor being surveyed: Grace Design Studios, LLC (formerly Straughn Trout Architects)

Cost of Services: Original Cost: N/A Ending Cost: TBD

Contract Start Date: 10/05/2020 Contract End Date: Est. 08/01/2026

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	N/A
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Loyd Stewart

Signature of Evaluator: _____

Please fax or email the completed survey to: thoeft@grace-design.com

Survey Questionnaire – Polk County

RFP 26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

To: Keith Kolakowski (Name of Person completing survey)

The Collage Companies (Name of Client Company/Consultant

Phone Number: 407-551-9959 Email: kkolakowski@collage-usa.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: St. John River Water Management District: Apopka Service Center

Name of Vendor being surveyed: Grace Design Studios, LLC

Cost of Services: Original Cost: 6,500,000 Ending Cost: 6,500,000

Contract Start Date: 04/01/2020 Contract End Date: 09/01/2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	8
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Keith Kolakowski

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Rick Johnson (Name of Person completing survey)

City of Mulberry (Name of Client Company/Contractor

Phone Number: 863-425-1125 Email: rjohnson@cityofmulberryfl.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Mulberry Government Complex

Name of Vendor being surveyed: Grace Design Studios, LLC

Contract Start Date: June 2024 Contract End Date: Est. Spring 2026

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Rick Johnson, City Manager

Signature of Evaluator: _____

Please fax or email the completed survey to: candice@straughntrout.com / tim@straughntrout.com

Survey Questionnaire – Polk County

RFP 26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

To: Richard Baker (Name of Person completing survey)

City of Lakeland (Name of Client Company/Consultant

Phone Number: (863) 834-2380 Email: richard.baker@lakelandgov.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Water Department Administration Complex - Renovations & New Construction

Name of Vendor being surveyed: Grace Design Studios, LLC (formerly Straughn Trout Architects, LLC)

Cost of Services: Original Cost: N/A Ending Cost: N/A

Contract Start Date: 11/2016 Contract End Date: 11/2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Richard Baker

Signature of Evaluator: 12/17/25

Please fax or email the completed survey to: _____

Grace
Design Studios

POINT OF CONTACT
Jonathan Kirk
863.665.6205
jkirk@grace-design.com

2005 East Edgewood Drive
Lakeland, FL 33803
grace-design.com

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Grace Design Studios, LLC

DBA/Fictitious Name (if applicable): N/A

TIN #: 88-3891126

Address: 2005 East Edgewood Drive

City: Lakeland

State: Florida

Zip Code: 33803

County: USA

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Jonathan Kirk

Phone Number: 863-665-6205

Cell Phone Number: 863-665-6205

Email Address: jkirk@grace-design.com

Type of Organization (select one type)

- □ Sole Proprietorship
- □ Partnership
- □ Non-Profit
- □ Sub Chapter
- □ Joint Venture
- □ Corporation
- ☑ LLC
- □ LLP
- □ Publicly Traded
- □ Employee Owned

State of Incorporation: Louisiana

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

AEC Holdco, LLC

2 Business name/disregarded entity name, if different from above.

Grace Design Studios, LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

501 Government Street, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code

Baton Rouge, LA 70802

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	8	–	3	8	9	1	1	2	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Sonya Miles | **Date** 6/25/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 26-054, A&E Services for Polk County Fire Rescue Administration Headquarters

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 11 day of December, 2025.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: Jonathan A. Kirk

PRINTED NAME: Jonathan Kirk

Its: Principal, Architect

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Grace Design Studios, LLC

Signature: Jonathan Kirk

Title: Principal, Architect

Date: 12/16/2025

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of December, 2025, by Jonathan Kirk (*name*) as Principal, Architect (*title of officer*) of Grace Design Studios, LLC (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Candice Hyatt

Printed Name of Notary Public: Candice Hyatt

Notary Commission Number and Expiration: HH494995 2/20/2028

(AFFIX NOTARY SEAL)

CANDICE HYATT
Notary Public
State of Florida
Comm# HH494995
Expires 2/20/2028

December 12, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

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This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: Jonathan A. Kirk

Printed Name: Jonathan Kirk

Title: Principal, Architect

Company: Grace Design Studios, LLC

RFP 26-054, Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

Addendum #1

Question 1: Can the County allow us to submit Polk County Survey Questionnaires that were solicited and completed by our clients for previous Polk County RFP's?

Answer 1: 1) Yes, surveys from prior RFP submittals may be used if they meet the following criteria.

i. The survey questions are the same
ii. The scope of work of the prior RFP survey you are submitting is similar to the scope of the work of this RFP.
iii. The survey submitted is for one of the projects identified under Tab 3.
iv. If submitting a survey from a prior RFP, please manually strike through the RFP number and name on the top of the survey and write in the appropriate RFP number and name that matches the RFP you are submitting a proposal for.

Question 2: Is there an anticipated design and construction start/end goal?

Answer 2: This will be determined in coordination with the awarded firm once the agreement is in place.

Question 3: Please confirm if local preference is applied per discipline or per consultant; if one consultant performs multiple disciplines, are we limited to 1 point?

Answer 3: As outlined in the RFP Package (Tab 4 – Page 9), one (1) point is awarded per sub-consultant.

Polk County

RFP-26-054 Architectural & Engineering Services for Polk County Fire Rescue Administration Headquarters

02/10/26

Grace

Agenda.

- Meet Your Team
- Schedule Management
- Team Ability
- Process + Approach
- Budget Analysis + Cost Control
- Why Grace

Meet Your Team

Jonathan Kirk

Principal-in-Charge

Jerry Trout

Project Manager

Regina Gilfanova

Project Architect

Laura Frazier-Sever

Interior Designer

CONSULTANTS

TLC Engineering Solutions, Inc.

MEP Engineering + IT

Bowen Engineering

Structural Engineering

Madrid Engineering Group

Geotechnical Engineering

Landscape Pros, Inc.

Landscape Design

Hyatt Survey Services, Inc.

Survey + Mapping

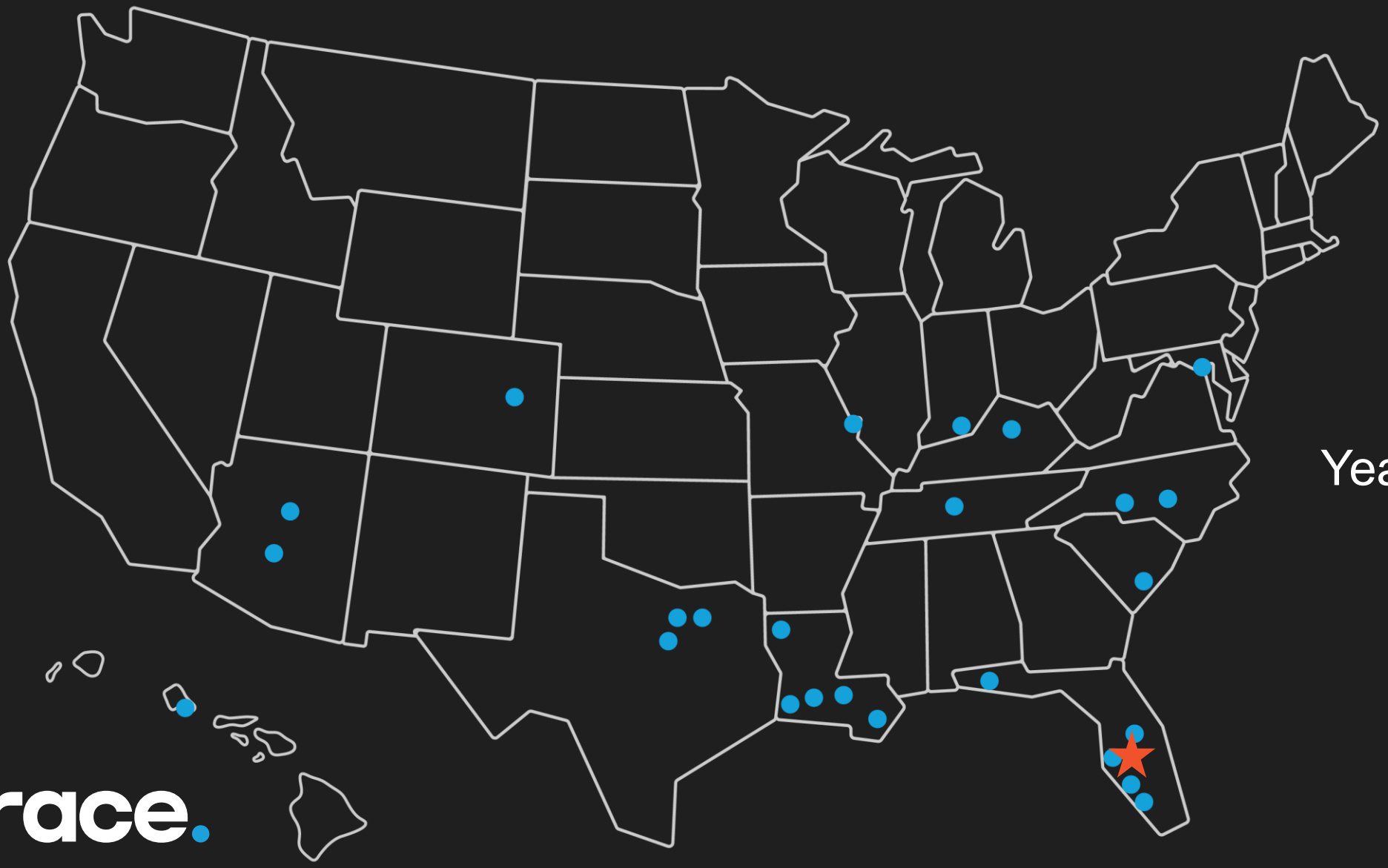
Cost Management, Inc.

Cost Estimating

GADD **& Associates**

Civil Engineering

Regional Expertise + National Strength



25
Offices

69
Years of Local Experience

475
Employees

Grace.

Team Ability

86
Florida Team Members

5
Florida Offices

20+
Local Team Members

Currently Working with

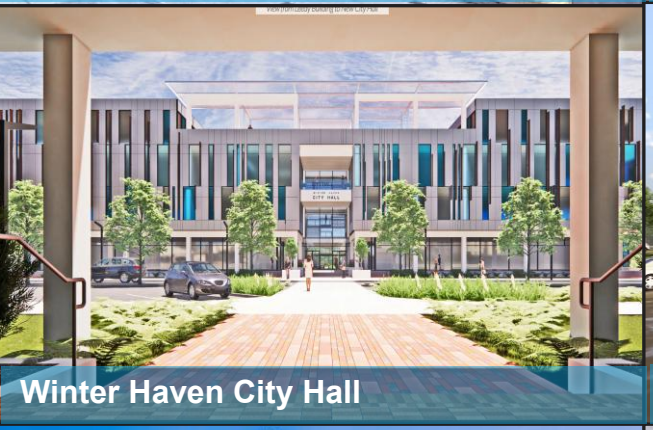
Polk County

Northeast Government Center

Haines City Hall Annex

Hernando County Tax Collector

Mulberry City Hall


Winter Haven City Hall

Winter Haven Recreation + Cultural Center

Polk State College – Haines City

Seven Wetlands Education Center

Polk BOCC Parking Garage

Bartow CRA Innovation Center

Lakeland Lake Crago Complex

Apopka Service Center

Proven Local Expertise

500+ Projects in Polk County

Fort Myers Public Works

Amedisys Nashville

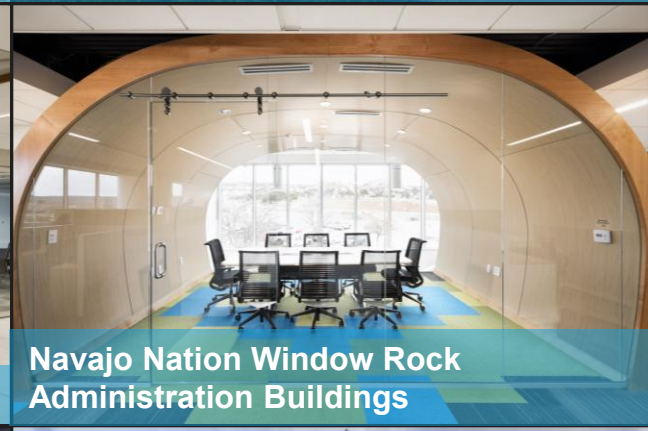
Bernhard Office Renovation

Cajun Industries Office Expansion

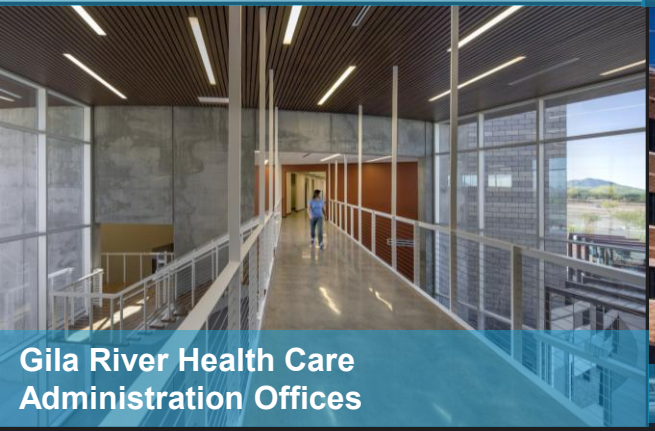
Santa Rosa County Sheriff's Administrative Office

BlueCross BlueShield Townley Campus

Jones Walker



Navajo Nation Window Rock Administration Buildings



Gila River Health Care Administration Offices

Lee County Public Works

Common Grounds

Farm Bureau Headquarters

National Recent Office Building Experience

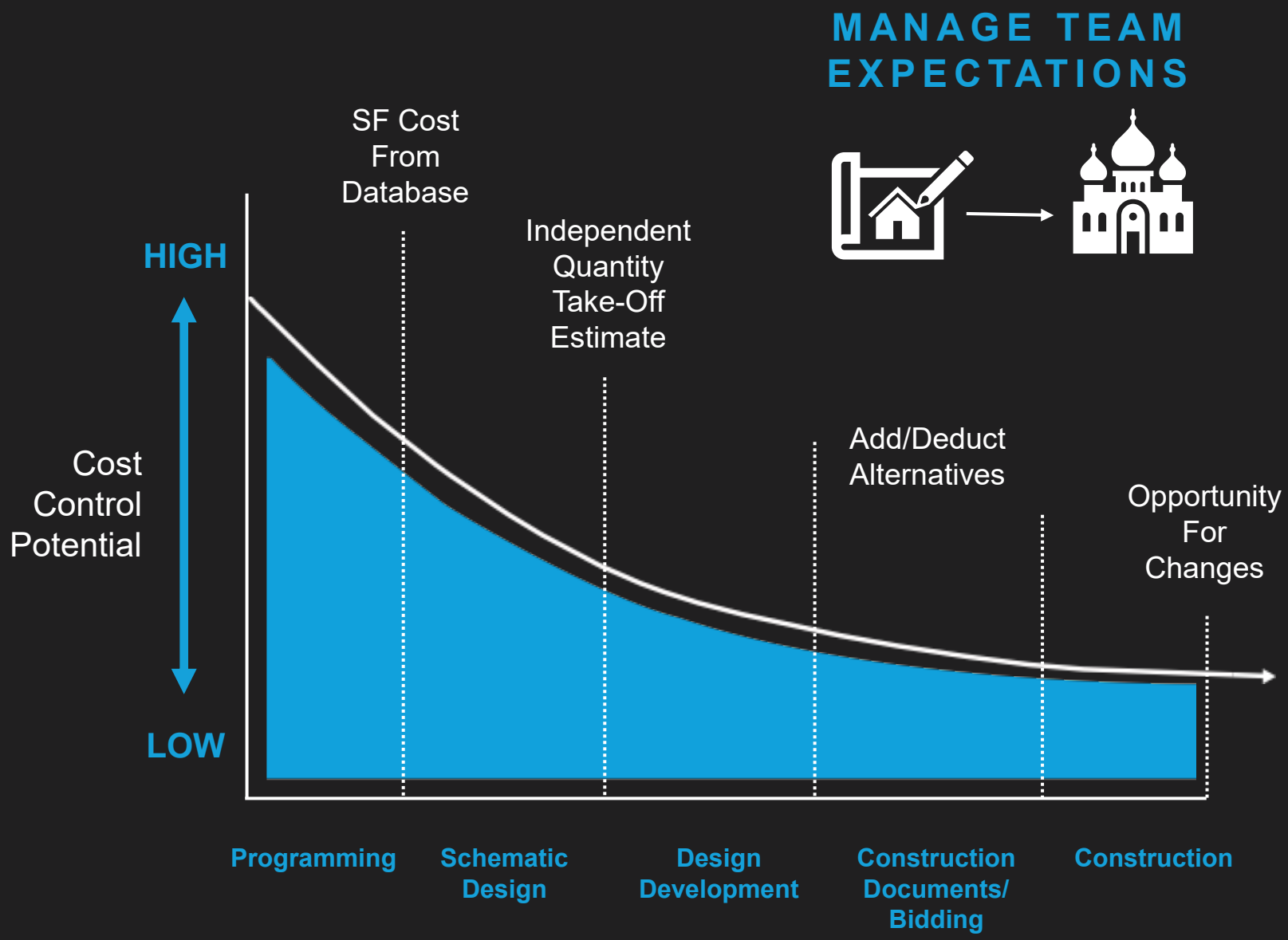
Budget Analysis

Project Cost Breakdown

	Project	Total Cost	Square Footage	Type of Construction	Site Cost	Building Cost	Status
	Polk County Roads + Drainage Inspections and Testing Building	$2,378,880	9,375 *gsf*	1-story MTL Building	-	$254/sf	Bids Received
	7 Wetlands	$1,275,532	2,181 *gsf*	1-story wood frame	$398,514	**$402/sf**	Under Construction
	City of Mulberry City Hall	$5,000,000	18,559 *gsf*	2-story tilt wall	$1,500,000	**$269/sf**	Under Construction
	Hernando Tax Collector	$13,597,579*	15,718 *gsf*	1-story tilt wall	$3,686,246	**$586/sf**	Under Construction
	St. John River Water Management District	$6,500,000*	17,160 *gsf*	1-story CMU	$1,000,000	$320/sf	Completed 8/2022
	Haines City Hall Annex	$19,842,033*	31,512 *gsf*	4-story STL/MTL/STUD	$1,457,001	**$585/sf**	Under Construction
	P.C. Northeast Government Center	$20,609,755	73,700 *gsf*	1-story tilt wall	$2,505,476	$280/sf	Completed 6/2023

**Total Project cost includes furniture scope, contingency & buyout savings*

**Under Construction Average $400*



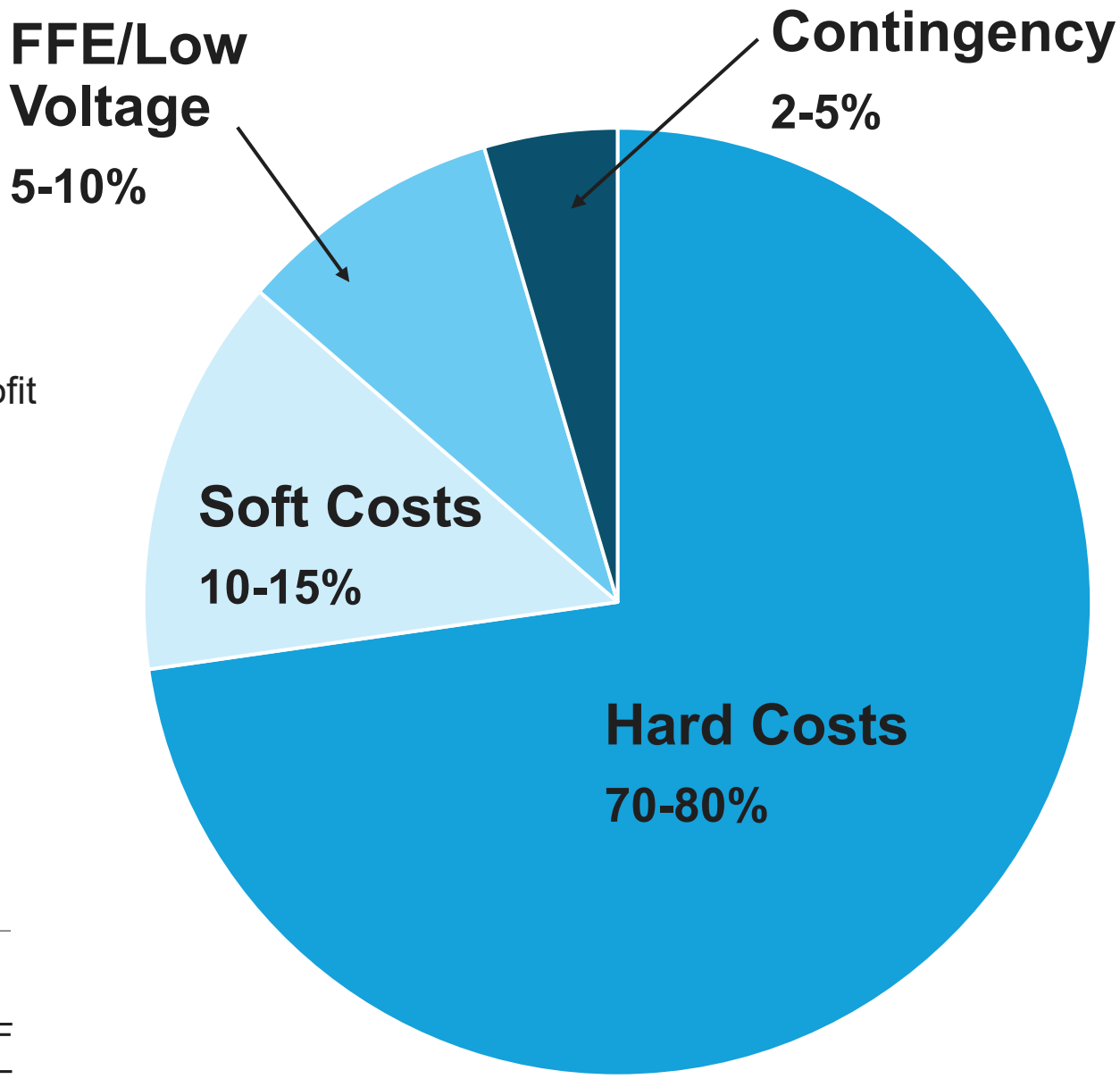
Cost Control

- Assess program / functional use cost per/SF by area.
- Assign construction costs by major categories
- Identify soft costs, FF&E, network systems, owner's cost
- Establish priorities within funding parameters
- Continuous cost estimating/value analysis – independent + with CMAR
- Biddability reviews

Your Budget

$10 Million Total Project Budget

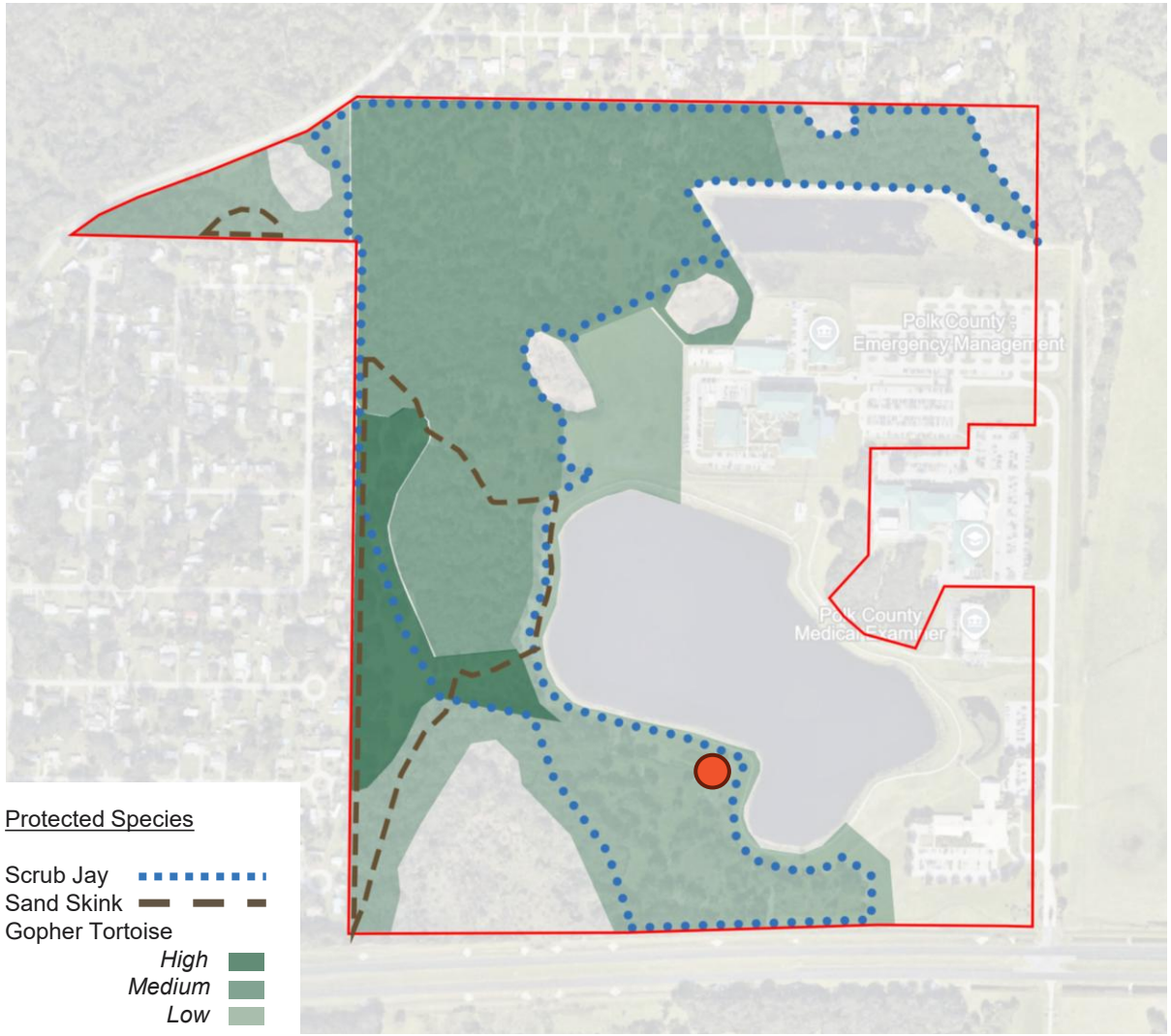
- **Hard Costs:** Site/Building/Contractor Overhead + Profit
  - **$7,750,000 – Total**
  - **$1,500,000 – Site Cost**
  - **$6,250,000 – Building Cost**
- **Soft Costs:** Professional Fees + Permits
  - **$1,000,000**
- **FFE / Low Voltage**
  - **$750,000**
- **Contingency**
  - **$500,000**

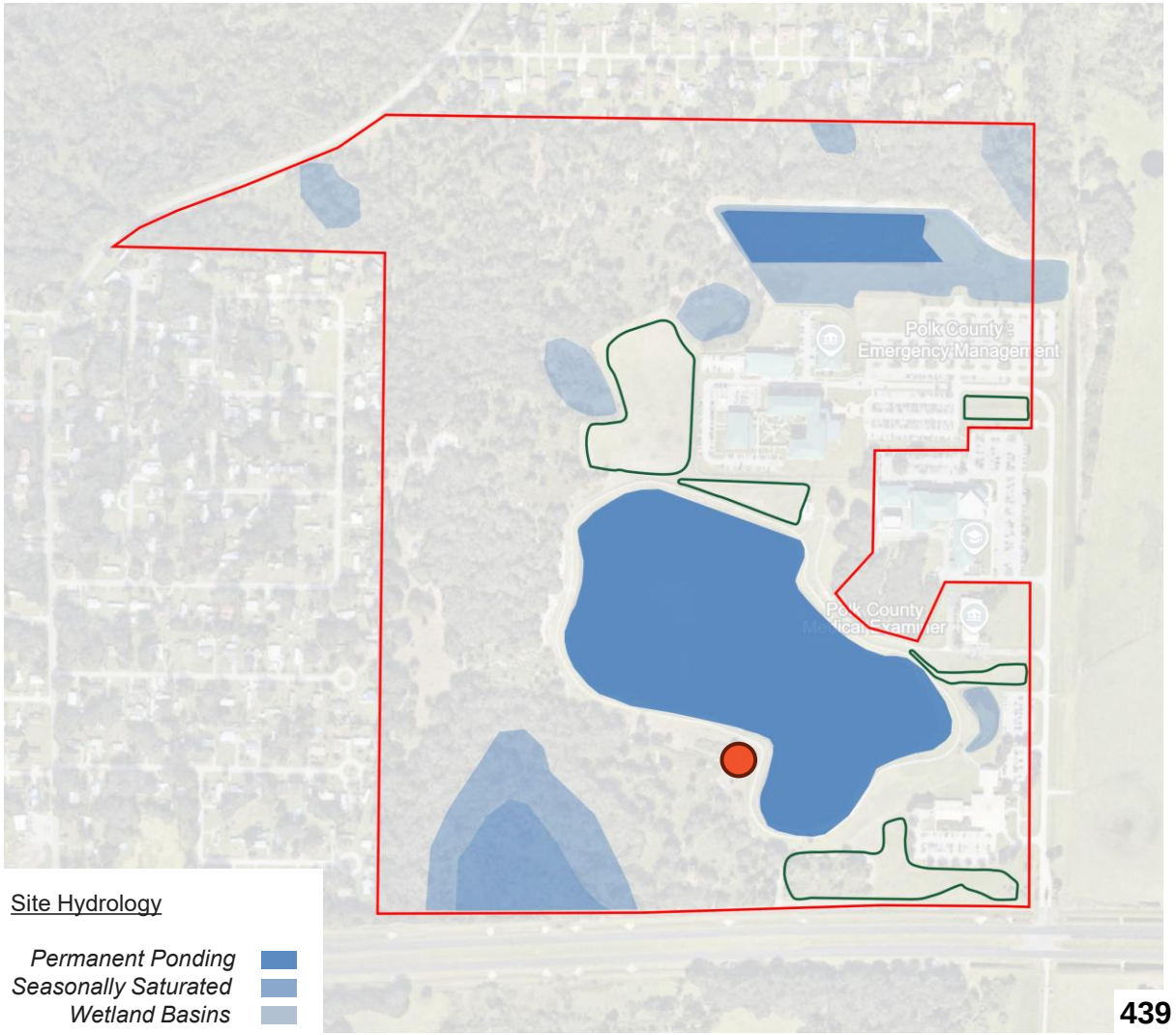


Building SF Cost Range

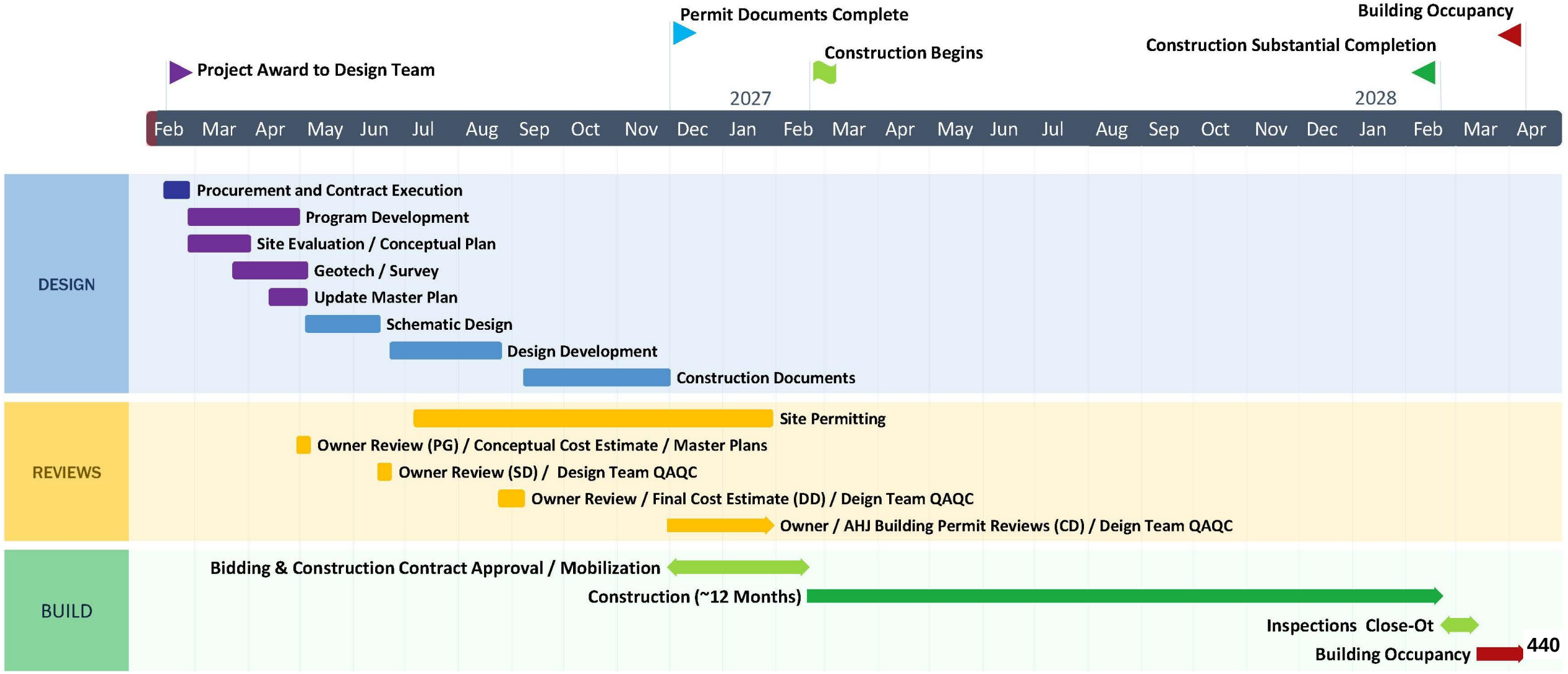
20,000 SF = $312 PER SF
17,000 SF = $367 PER SF
12,000 SF = $520 PER SF

Site Study – Environmental & Water





Effective Schedule Management



Collaborative

Process + Approach

Listen + Learn

User Group Surveys

Space ID	Space Name	Program Space Needs Recommendation: Net Area Per Space	# of Spaces	Total Net Area (NSF)	Design Intent / Adjacency
	ADMINISTRATION				
	Main Lobby	650	1	650	Includes Receptionist & Waiting Area Seating for 4 people
	Community Meeting /Multi-Purpose / Training	1,400	1	1,400	40 person seating; Grouped w Access to Office Suite
	Fire Chief Office	240	1	240	Private Office w Medium Meeting Table for 6 people
	Assitant Chief	190	2	380	Private Office w Small Meeting Table
	Deputy Chief	190	6	1,140	Private Office w Small Meeting Table
	Admin Assistant	120	4	480	Private Office
	Finance Manager	150	1	150	Private Office w Small Meeting Table
	Medical Director	190	1	190	Private Office w Small Meeting Table
	Public Information Officer	150	2	300	Private Office w Small Meeting Table
	Battalion Chief	120	1	120	Private Office
	Flex / Future Office	120	2	240	Private Office
	Future Office - Large	190	2	380	
	Open Office Area #1	1,500	1	1,500	Open Office area with 18 work stations
	Open Office Area #2	1,200	1	1,200	Open Office area with 12 work stations
	Copy/Workroom	150	1	150	Printer, Copier, Supplies & Cabinetry for Storage
	Mail Room	125	1	125	
	Small Conference Room (10 Seats)	250	1	250	Shared Staff Use
	Large Conference Room (16 Seats)	500	1	500	Shared Staff Use
	Small "Huddle Room" (2 Seats)	90	1	90	
	Health & Wellness Room	525	1	525	
	Record Storage	200	1	200	Lateral file cabinet document storage
	Staff Break Room	600	1	600	Room for Staff members to take lunch breaks, rest, and informal meeting table seating and lounge seating
	Public Gang Restrooms	225	2	450	(4) Fixtures, (3) Lavs
	ADA Staff / Unisex Restrooms	100	2	200	(2) Fixtures, (1) Lavs
	Staff Locker room/ showers	250	2	500	2 showers each room / 8 lockers and changing area
	Mechanical	400	1	400	HVAC Air Handler Equipment & Hot Water Heaters
	Electrical	150	1	150	Electrical Gear, Transformers, Panels
	Data/IT (MDF)	100	1	100	Main Distribution Frame
	Janitor	100	1	100	(1) Service Sink w/ Storage
	General Storage	150	1	150	Bulk supplies, document filing, etc.
	Facilities Storage	200	1	200	Building "attic stock" material storage, seasonal décor, misc. tools, etc.
	Proposed Building (NSF)			*13,060*	
	35% Grossing Factor (Walls/Circulation)			*4,571*	
	Proposed Building (GSF)			***17,631***	

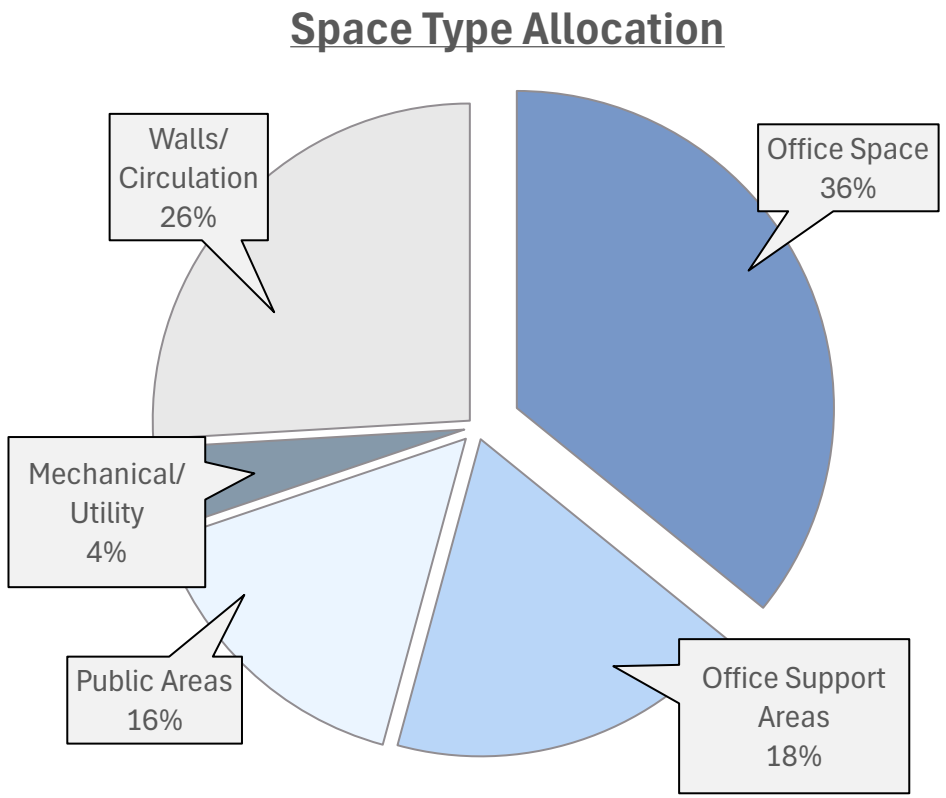
Program Development

Space Types, Quantities & Sizes

Verify + Evaluate

Prioritize Needs vs. Wants

Design Exploration - Floor Plan



Plan Development

- Site-driven Design
- Safety + Security
- Efficient Systems
- Efficient, Intuitive Workflows

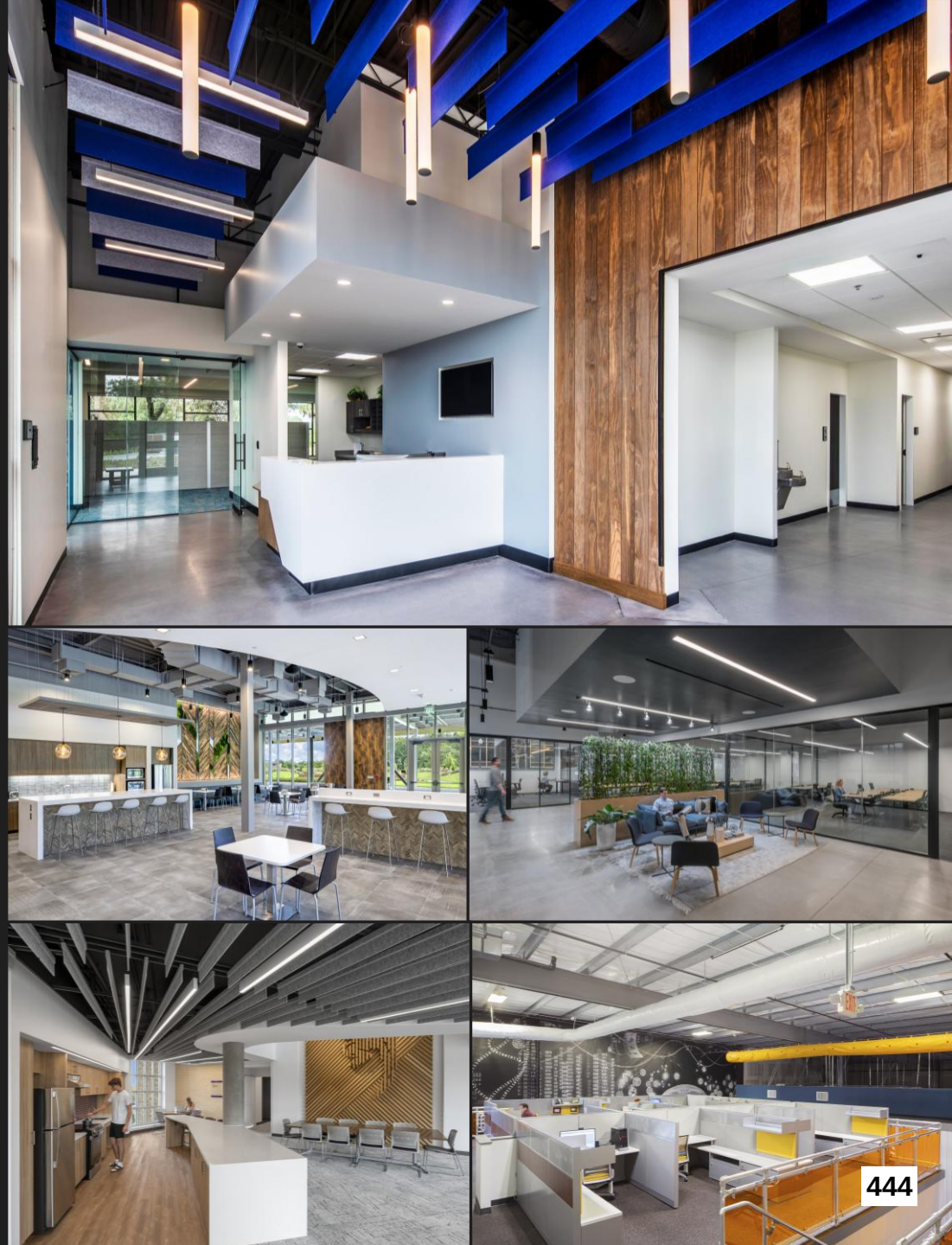
Interiors + FF&E

Integrated Interior Design

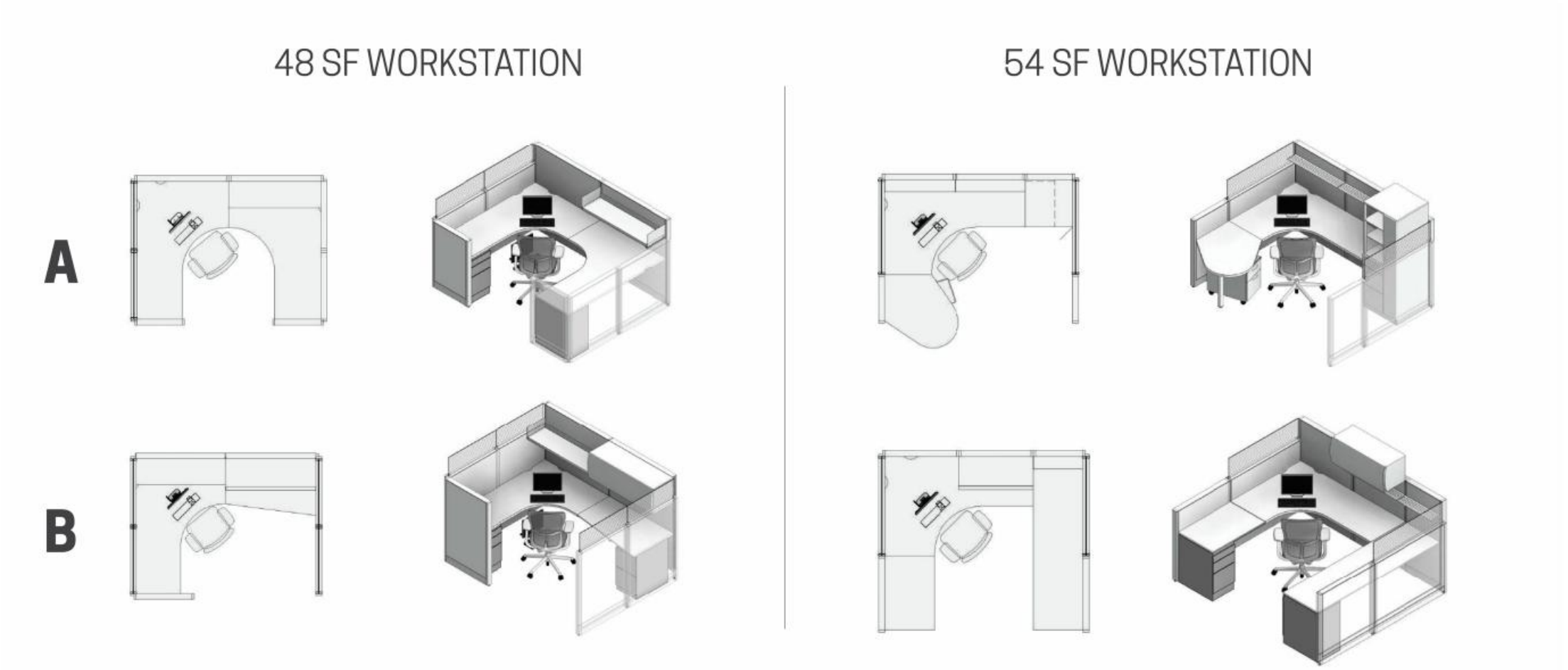
- Design + Specifications
- Procurement Assistance
- Installation Coordination
- Dealers for State Contract Furniture Manufacturers

Workplace + People

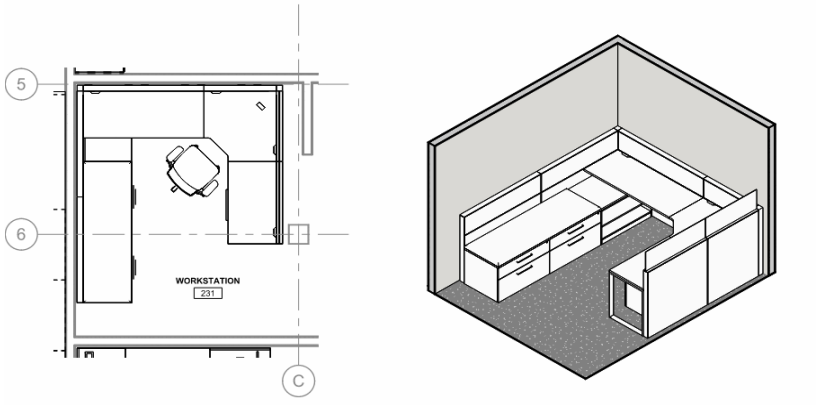
- Hospitality inspiration
- Strategic Arrangement + Optimization
- "Me" vs. "We" Spaces
- Flexible + Functional
- Personal Wellness
- Biophilic Design
- Importance of Acoustics
- Lighting – both artificial + natural



Tools to Refine Space Needs

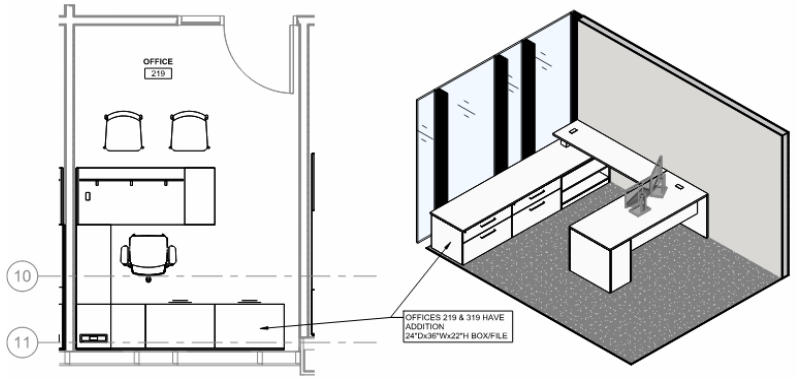


Workplace Stratification



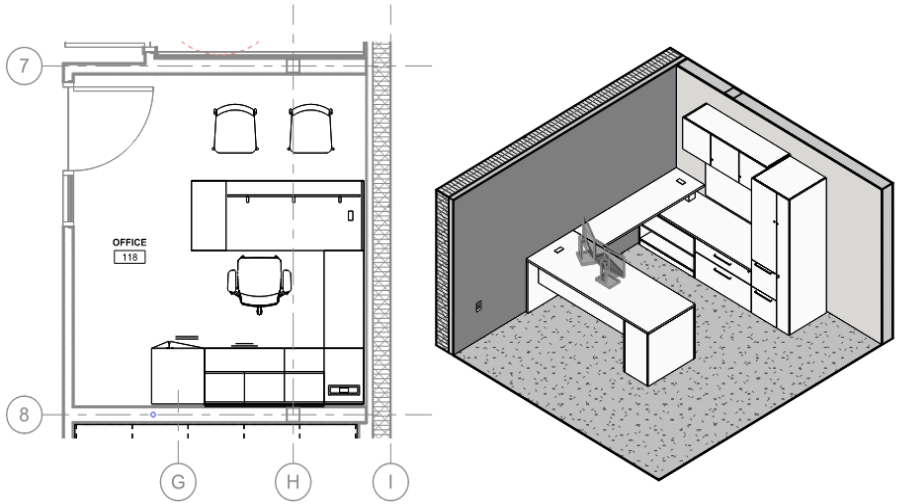
Supervisor Workstation

80 - 90 SF



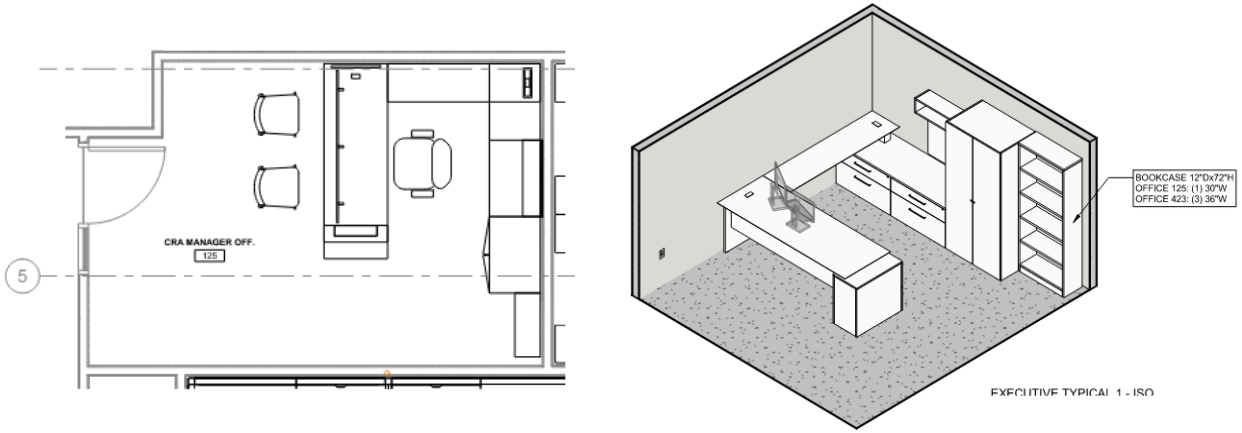
Administrative Private Office

100 - 135 SF



Assistant / Deputy Chief Private Office

150 - 185 SF



Fire Chief Private Office

200 - 225 SF

Building Science + Technical Expertise = Efficient Building

Well-Designed Systems

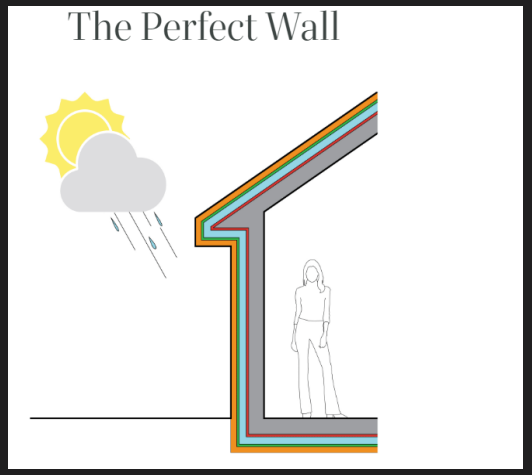
- Predictable in performance
- Easy to operate + maintain
- Resilient during emergencies

Building Science Ensures

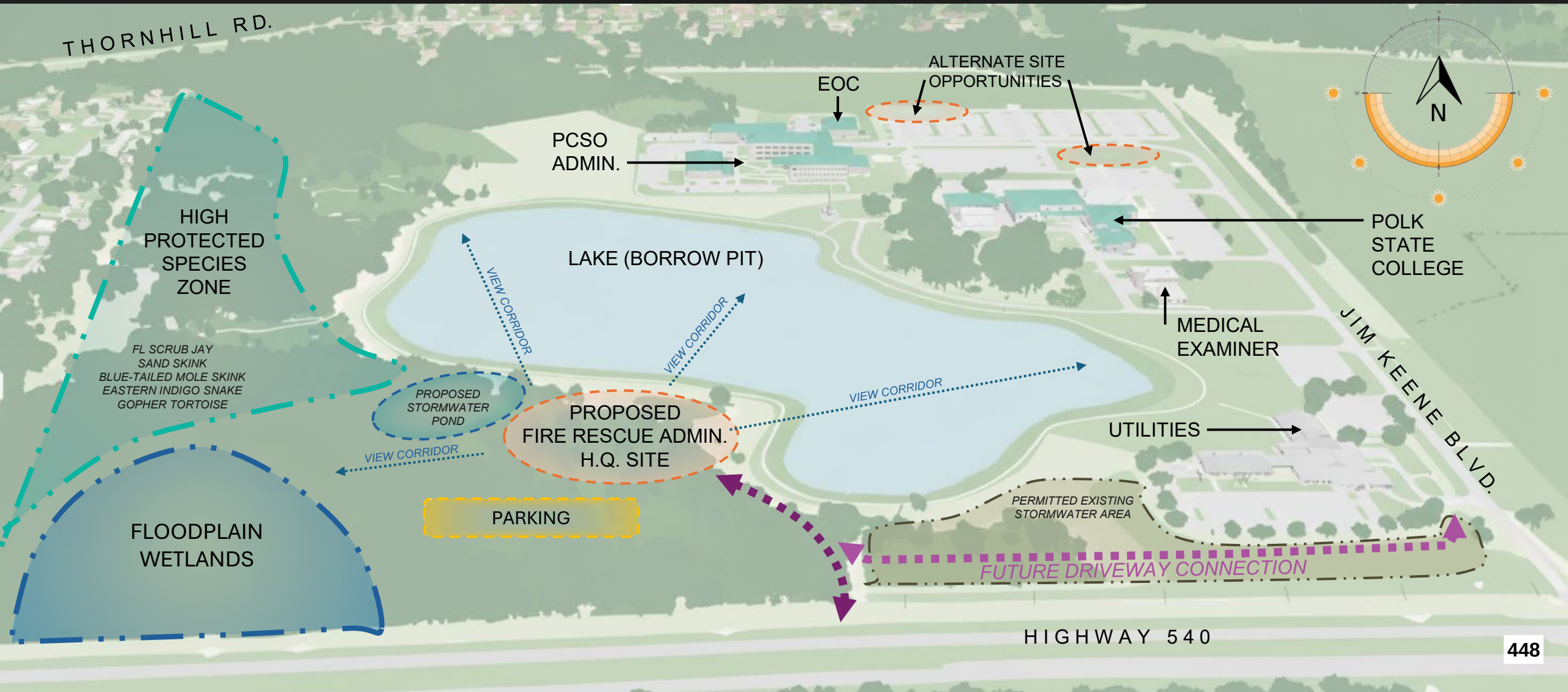
- Controlled Air Quality
- Thermal comfort, acoustics, daylight
- Coordinated power, communications + life safety systems

Thoughtful Detailing Reduces

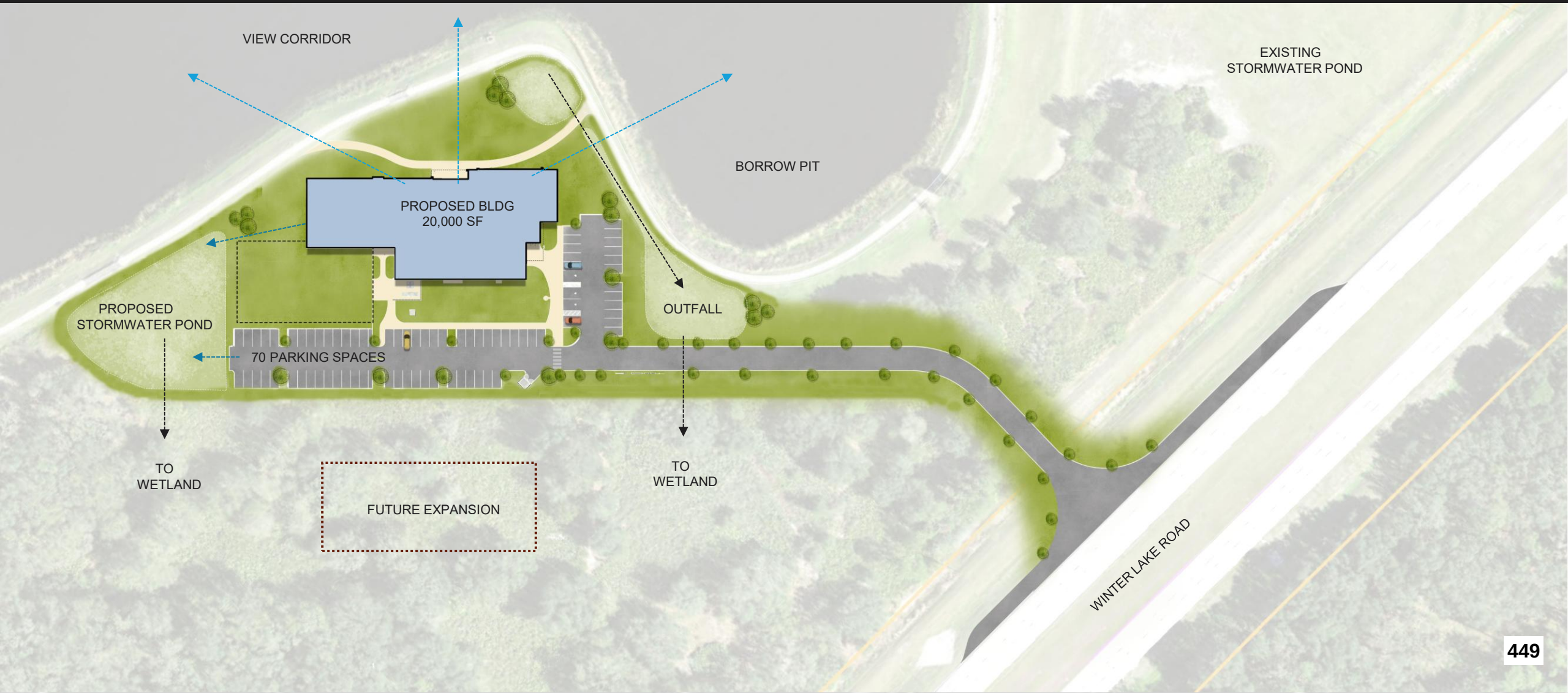
- Maintenance calls
- Energy waste
- Premature System replacement



Site Study


THORNHILL RD.
EOC
ALTERNATE SITE OPPORTUNITIES
PCSO ADMIN.
N
HIGH PROTECTED SPECIES ZONE
LAKE (BORROW PIT)
POLK STATE COLLEGE
VIEW CORRIDOR
VIEW CORRIDOR
MEDICAL EXAMINER
JIM KEENE BLVD.
FL SCRUB JAY
SAND SKINK
BLUE-TAILED MOLE SKINK
EASTERN INDIGO SNAKE
GOPHER TORTOISE
PROPOSED STORMWATER POND
VIEW CORRIDOR
PROPOSED FIRE RESCUE ADMIN. H.Q. SITE
VIEW CORRIDOR
UTILITIES
VIEW CORRIDOR
PERMITTED EXISTING STORMWATER AREA
PARKING
FUTURE DRIVEWAY CONNECTION
FLOODPLAIN WETLANDS
HIGHWAY 540

Design Exploration – Site Plan



Design Exploration

Design Exploration

Design Exploration

Front Entry

Design Exploration

North Elevation

Design Exploration

View Looking East

Design Exploration

View Looking West

Why Grace?

Legacy Advantages

Local Partners, Leadership, Presence + Understanding

Greater Value

Expanded Capacity, National Expertise + Resources

Community Centric

Client-Focused Values

Do Good.
Be Great.

Thank You

Agenda Item R.12. 3/3/2026

SUBJECT

Approve selection committee's recommendation to authorize staff negotiations with Whitehead Construction, to provide Construction Manager at Risk (CMAR) services for the new Smith Lane Joint -Use Fire Rescue Station. (No Fiscal Impact)

DESCRIPTION

The Facilities Management Division requested Procurement solicit proposals from qualified contractors for the purpose of providing CMAR services for the preconstruction and construction phase services to construct a new 20,000-square-foot joint-use fire rescue station for Polk County and the City of Bartow, located at 2421 Smith Lane in Bartow, Florida.

The new joint-use fire rescue station's purpose is to serve the residents of Polk County in a more efficient manner by reducing response times on calls while addressing fire fighter safety concerns with a Red (Hot), Yellow (Warm), and Green (Cool) zone approach to station design.

Request for Proposal (RFP) 26-055, Construction Manager at Risk - Smith Lane Joint-Use Fire Rescue Station, was issued and four proposals were received. The selection committee met on February 16, 2026, to evaluate and score the proposals resulting in all four firms being elevated to interviews. Later that day, the selection committee conducted interviews and received presentations from all proposers. After the interviews, the selection committee ranked the proposers. The consensus of the selection committee was to request the Board authorize staff to enter into contract negotiations with all proposers interviewed, beginning with the highest ranked proposer, Whitehead Construction.

The following is a listing of the firms and their rankings:

Firm	Location	Rank
Whitehead Construction	Winter Haven, FL	1
Strickland Construction	Lakeland, FL	2
Rodda Construction	Lakeland, FL	3
Register Construction & Engineering	Lakeland, FL	4

A recommendation of award was posted, and no protests were received.

RECOMMENDATION

Request Board approve the selection committee's recommendation and authorize staff enter into contract negotiations, beginning with the highest-ranked proposer, Whitehead Construction for Construction Manager at Risk (CMAR) services for the new Smith Lane Joint-Use Fire Rescue Station and moving to the second-highest ranked proposer and so on, if negotiations with Whitehead Construction are unsuccessful.

FISCAL IMPACT

There is no fiscal impact associated with negotiations.

CONTACT INFORMATION

Tabatha Shirah

Senior Procurement Analyst

(863) 534-5935

tabathashirah@polkfl.gov <mailto:tabathashirah@polkfl.gov>

RFP REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number and Title: 26-055, Construction Manager at Risk (CMAR) – Smith Lane Joint-Use Fire Rescue Station

Description: Select a qualified Contractor to provide CMAR services for the preconstruction and construction phase services of the New 20,000-square-foot joint-use fire rescue station at 2421 Smith Lane in Bartow, Florida.

Receiving Period: Prior to **2:00 p.m., Wednesday, December 31, 2025**

Bid Opening: Wednesday, December 31, 2025, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: A **MANDATORY** pre proposal meeting will be held **Tuesday, December 2, 2025, 10:00 a.m.** at the Polk County Administration Building (4th Floor), located at 330 W. Church St, Conference Room 413, Bartow, FL 33830. An authorized representative or agent of the Proposer must be present at this meeting in person or via conference as evidenced by their signature on the meeting's sign-in sheet, or the Proposer's Proposal will be considered non-responsive. Those attending via video conference will be added to the sign in sheet by the Procurement office during the video conference. **The Zoom Meeting ID: 838 3975 9702.**

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polkfl.gov. All questions must be received by, **Wednesday, December 17, 2025, 4:00 p.m.**

RFP REGISTRATION

You must register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 26-055

RFP Title: Construction Manager at Risk – Smith Lane Joint-Use Fire Rescue Station

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #26-055, CMAR - Smith Lane Joint-Use Fire Rescue Station.” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	26-055
RFP Title	CMAR - Smith Lane Joint-Use Fire Rescue Station
Due Date/Time:	December 31, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polkfl.gov at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 26-055 Tab 1"
"RFP 26-055 Tab 2"
"RFP 26-055 Tab 3"
"RFP 26-055 Tab 4"
"RFP 26-055 Tab 5"
"RFP 26-055 Tab 6"
"RFP 26-055 Tab 7"
"RFP 26-055 Tab 8"
"RFP 26-055 Submittal Documents"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY

Procurement Division

Fran McAskill, Procurement Director

Request for Proposal 26-055

Construction Manager at Risk – Smith Lane Joint-Use Fire Rescue Station

Sealed proposals will be received in the Procurement Division, **Wednesday, December 31, 2025, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Senior Procurement Analyst, via email at tabathashirah@polkfl.gov. All questions must be received by **Wednesday, December 17, 2025, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, Florida 33830

INTRODUCTION

The intent of this Request for Proposal (RFP) is to select an experienced Contractor to provide Construction Management at Risk (CMAR) services for the preconstruction, including the preparation and submission of a guaranteed maximum price (GMP), and construction phase services for a new 20,000-square-foot joint-use fire rescue station at 2421 Smith Lane in Bartow, Florida. Services shall include but are not limited to constructing a new station, site development, storm water systems, utility service construction and connections, accompanying access entrance drives, surface parking areas, landscaping and any other area needed for the successful completion of the project.

The County has selected Fleischman Garcia Maslowski for the design, preconstruction phase services (inclusive of bid/award), and construction phase.

It is the intent of the County to select and negotiate a CMAR agreement with one CMAR company as the prime contractor. The County will negotiate a fee schedule for the selected CMAR Company once an RFP selection committee recommendation has been approved by the Board of County Commissioners.

Polk County's Selection Process for Construction Manager at Risk (CMAR) services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Selection Committee will review the qualifications of all submitting firms.

All services must be performed in accordance with applicable Federal, State and Local regulations.

PURPOSE AND SCOPE

Polk County and the City of Bartow intent is to design and construct a new joint-use fire rescue station for the purpose of serving the citizens of Polk County in a more efficient manner by reducing response times on calls while addressing Fire Fighter safety concerns with a Red (Hot), Yellow (Warm), and Green (Cool) zone approach to station design.

The successful proposer shall utilize an open book approach to the project, resulting in a fixed cost and provide a GMP with full disclosure of actual costs to the county. Other responsibilities include value engineering, constructability reviews and recommendations; attend design and other applicable conferences, pre-bid meetings, pre-award meetings, and construction progress meetings. The successful company shall also provide administrative services, supervision and accepted accounting principles throughout the complete project.

The selection of the CMAR Contractor will be based upon criteria outlined herein under Evaluation of Proposals. Companies that are not experienced in providing CMAR services will not be considered for selection. The county's agreement with the selected Contractor will be a job specific contract for CMAR services. When the fee for pre-

construction phase services is agreed to by the Facilities Division, a purchase order will be issued for the amount of the pre-construction phase fee. When the GMP is agreed to by the Facilities Management Division, an Agenda Item will be presented to the Board of County Commissioners for their approval. After GMP approval, a purchase order will be issued for the amount of the GMP.

The CMAR services will include, but are not limited to, the following work categories necessary to permit and construct the new Buildings:

a. Attend and participate in all design progress/review meetings.
b. Participate in all Buildings modeling reviews and reporting.
c. Provide GMP estimating for schematic design (SD), design development (DD), and construction document (CD) level design documents.
d. Provide constructability design reviews and reporting.
e. Provide value engineering design reviews and reporting.
f. Provide master project scheduling and reporting services
g. Coordinate and conduct all pre-bid meetings.
h. Provide competitive subcontracting bidding services.
i. Schedule and coordinate all bid openings.
j. Provide bid tabulation results and a GMP.
k. Provide all Buildings permitting services.
l. Provide all construction services.
m. Provide demolition services(if applicable).
n. Coordinate and attend all construction progress coordination meetings.
o. Coordinate and participate in all closeout documentation requirements and meetings.
p. Provide all warranty services.

The Estimated total cost for this project is $12.3 million, with estimated construction at $11 million.

It is anticipated that the design and permitting phase will take six (6) months and the construction phase will take twelve (12) to fourteen (14) months.

QUALIFICATIONS

1. Prime contractor must be a State of Florida Certified General Contractor (GC) and should provide proof of current general contractors' license(s) with their submittal.
2. Prime contractor must have been in business under the same name or EIN number for a minimum of 10 years.
3. Bidders must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be

provided to the Procurement Division before award is made to the successful bidders

4. Prime contractor must have CMAR experience.

AGREEMENT

The term of the resulting CMAR agreement will be negotiated as part of Elevation Level 4, contract negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Executive Summary:

(Items a-e: Maximum two (2) pages)

a) Name, company name, telephone number, and email address.
b) State the number of years in business as the same company/firm.
c) State the number of full time employees.
d) Provide a copy of your current State of Florida General Contractors license.
e) Describe and explain any litigation, major disputes, contract defaults, or liens experienced in the last ten (10) years.

Tab 2, Approach to the Project (30 Points)

(Maximum three (3) pages)

a) Define in detail the components of job specific pre-construction services and the responsibility of the Construction Manager for each component of this phase including budget estimating, value engineering, constructability recommendations and master project schedule.
b) Detailed approach to the CM's competitive bidding for subcontracts, other cost of the work, general conditions cost summary, CM fee negotiations, GMP compilation, etc.
c) Owner direct purchase and sales tax savings approach to the project.
d) Approach to the management and construction of the project.
e) CM's approach to quality workmanship and contract compliance control measures.

Tab 3, Experience and Expertise, Personnel & Technical Resources (25 Points)

I. Provide a minimum of three (3) and a maximum of five (5) similar CMAR projects performed for public entities which best illustrate the experience of the prime Construction Manager and current staff. (List no more than five (5) projects within the last ten (10) years.) (Maximum of one (1) page only per project). For each project please provide:
   a) Name and location of the projects.
   b) The nature of the Contractor's responsibility on the projects.
   c) Project Owner's representative name, address and phone number.
   d) Date projects were completed or are anticipated to be completed.
   e) Size of projects (gross S.F. and/or area of construction).
   f) Cost of projects (construction cost).
   g) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and any time extensions created as a result of the change order
   h) Work for which your staff was responsible (self-performed).
   i) Project manager, superintendent and other key professionals involved in the projects

II. Provide an organizational chart of the firm's team highlighting the key individuals who will work on this project as identified above.

III. Provide brief resumes of key personnel to be assigned to the project including but not limited to the items in the list below. (Maximum one (1) page per resume.) Identify project related capability of in-house staff and indicate the adequate depth and abilities of the organization that it can draw upon as needed. This will include management, technical, and support staff. (Indicate whether office or field related.)
   a) Name and current position held by the person.
   b) Job assignment for other projects.
   c) Percentage of time to be assigned full time to this project
   d) How many years have they worked with this Contractor?
   e) How many years have they worked with other Contractors?
   f) Experience:
      1. Types of projects.
      2. Size of projects (dollar value of project).
      3. What were the specific project involvements?
   g) List degrees, certifications, and registrations.

Tab 4, Scheduling and Cost Control (20 Points)

(Maximum three (3) pages plus the sample schedule)

The Contractor's scheduling system and cost control system should be described. Methods for assuring subcontractors adherence to schedule should be highlighted.

a) Describe the Contractor's use of computer-generated schedules for the management of construction.
b) Indicate the level of detail to define schedules. Describe methods for managing the processing of shop drawings. Define means and methods for managing and responding to requests for Information (RFI's) and Architect's Supplemental Instructions (ASI's).
c) Indicate the Contractor's approach to project scheduling and coordination of subcontractors.
d) Describe the Contractor's method for holding projects within budget. Provide one example.
e) Attach a sample schedule that illustrates your overall scheduling capabilities.
f) Attach sample of the cost control reports.
g) Provide a written narrative regarding your approach to the project as it relates to cost control for items outside of the "cost of the work". Fees associated with this category are as follows; Preconstruction phase services, general conditions, CM fee and bond. Include fee percentages in your response as general information for a project of this size. Information regarding fee percentages are general in nature and are not considered as a final offer for a proposed contract.

Tab 5, Is the Contractor a "Polk County Entity"? (5 Points)

- If the Contractor is a Polk County Entity then five (5) points will be allocated for this tab
- Provide documentation of the Contractors' headquarters and local offices, if any, and the amount of time the Contractor has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
- The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

Tab 6, Is the Contractor a "Certified Woman or Minority Business Enterprise"? (5 Points)

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our Contractors to

utilize W/MBE sub-contractors where at all possible, irrespective of a company's certification status.

- If the Contractor is a Woman or Minority owned business then five (5) points will be allocated for this tab.
- Proposers will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer has a certified W/MBE status, provide documentation of the Contractors' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
    - Valid W/MBE Certification from one of the following:
        - Florida Minority Supplier Development Council
        - Women Business Enterprise National Council
        - The State of Florida Office of Supplier Diversity
        - Florida Department of Transportation
        - U. S. Small Business Administration
        - Federal Aviation Authority
        - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

Tab 7, Timely Completions of Projects (5 Points)

- Describe the Contractors' current and future projected workload. Describe specifically the Contractors' daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum)

Tab 8, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
    - Average Score between 9-10 — 10 Points
    - Average Score between 7-8 — 8 Points
    - Average Score between 5-6 — 6 Points
    - Average Score between 3-4 — 4 Points
    - Average Score between 1-2 — 2 Points
    - Average Score of 0 — 0 Points

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.
- Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 or Elevation Level 3, to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

• Local (Tab 5)	5 points
• W/MBE Certification (Tab 6)	5 Points
• Surveys of Past Performance (Tab 8)	10 points
Subtotal Points	20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

• Approach to Project (Tab 2)	30 Points
• Experience and Expertise (Tab 3) Personnel and Technical Resources	25 Points
• Scheduling and Cost Control (Tab 4)	20 Points
• Timely Completion of Projects (Tab 7)	5 Points
Subtotal Points	80 Points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation,

diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested**.**

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee must elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee must elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)
The Selection Committee are required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)
If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissions that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for, and maintain insurance for the coverage and amounts of coverage not less than those set forth below. All insurance shall be written with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category.

Commercial General Liability Insurance: $1,000,000 combined single limit of liability for bodily injury, death, property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Policy shall include coverage for all contractual liability that Vendor has agreed to herein and may not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability coverage. Policy shall include the following sublimits:

Products Completed Operations:	$1,000,000/$2,000,000
Personal and Advertising Injury:	$1,000,000
Medical Expenses:	$10,000

Comprehensive Automobile Liability Insurance: $1,000,000 combined single limit of liability for bodily injury, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles and shall be primary to any other available insurance.

Workers' Compensation Insurance: Vendor shall maintain Workers' Compensation statutory benefits coverage for all employees, agents, volunteers, and subcontractors as required under Florida Statutes, including those that may be required by any applicable federal statute.

Employers Liability Insurance: Vendor shall maintain the following limits:

Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Professional Services Errors and Omissions Liability Insurance: $2,000,000 combined single limit of liability, to include, but not limited to, design and engineering, as applicable.

The County shall be named as an additional insured for all work being performed for Polk County for General Liability and Automobile Liability. For General Liability, Additional Insured status must apply to both ongoing and completed operations. General Liability should be on a primary and non-contributory basis. All policies shall contain a waiver of subrogation in favor of the County. Limits of liability may be obtained using any combination of primary and excess policies, with all excess policies following form of the underlying primary policy.

The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued. The County shall receive 30 days advance notice of non-renewal, cancellation or material change to any policy under this agreement.

INDEMNIFICATION

Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Contractor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT
The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION
The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Contractors that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH
The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION
By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Contractor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Contractor or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS
Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA
The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS
If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE
Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS
This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT
All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Contractors which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD
A proposal shall be binding upon the offeror and irrevocable by it for 120 calendar days following the proposal opening date. Any proposal in which offer or shortens the acceptance period may be rejected.

ADDITION/DELETION
The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division**. The proposer shall include the contract number and/or the purchase order number on all invoices. The proposer's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION
In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are **required** to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES
In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/business/procurement/protest-procedures/.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)
The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Contractor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or

consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests

PUBLIC RECORD LAWS

a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

   1. keep and maintain public records required by the County to perform the services required under this Agreement;
   2. upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
   4. upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH STREET
BARTOW, FL 33830
TELEPHONE: (863)534-7670
EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).
   i. By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
   ii. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:
      a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
      b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
      c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
      d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
   iii. The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
   i. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A (i) above, or the

Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ii. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- □ Sole Proprietorship
- □ Partnership
- □ Non-Profit
- □ Sub Chapter
- □ Joint Venture
- □ Corporation
- □ LLC
- □ LLP
- □ Publicly Traded
- □ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included, then Procurement will only use those identified under Tab 3.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (CMAR Services for Hillsborough County Fire Station), Etc.
COST OF SERVICES	Cost of services ($1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 12/01/2015)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 26-055, Construction Manager at Risk – Smith Lane Joint-Use Fire Rescue Station

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 26-055, Construction Manager at Risk – Smith Lane Joint-Use Fire Rescue Station

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:	**CONTRACTOR:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

December 23, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 26-055, Construction Manager at Risk (CMAR) – Smith Lane Joint-Use Fire Rescue Station

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Question 1: Can the County allow us to submit Polk County Survey Questionnaires that were solicited and completed by our clients for previous Polk County RFP's?

Answer 1: 1) Yes, surveys from prior RFP submittals may be used if they meet the following criteria.

i. The survey questions are the same
ii. The scope of work of the prior RFP survey you are submitting is similar to the scope of the work of this RFP.
iii. The survey submitted is for one of the projects identified under Tab 3.
iv. If submitting a survey from a prior RFP, please manually strike through the RFP number and name on the top of the survey and write in the appropriate RFP number and name that matches the RFP you are submitting a proposal for.

Question 2: Polk County is running the procurement—is the selection committee comprised solely of Polk County staff/leadership?

Answer 2: Yes.

Question 3: Please, provide any additional details about the selection committee composition/

Answer 3: The five (5) selection committee members for this project are:

1. Keith Tate, Facilities Management Director
2. Shawn Smith, Fire Chief
3. Joe Halman, Deputy County Manager
4. Becky Troutman, Commissioner
5. Darrell Johnson, Supplier Diversity

Question 4: As it relates to joint ventures, is it relevant which firm identifies as lead on the response when it comes to consideration for WMBE and Local preference or will both firm's be considered in combination as explained in narrative?

Answer 4: As long as the joint venture agreement submitted demonstrates an equal partnership between the firms, the evaluation will consider both firms. If the arrangement is not a joint venture and one firm is identified as the lead, the other firm will be treated as a subconsultant/subcontractor for evaluation purposes.

WHITEHEAD CONSTRUCTION

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WHITEHEAD CONSTRUCTION

We put our client's needs first.

Integrity with a focus on developing and maintaining long-term relationships –

We work here, we live here, and we will be here after the job is complete.

AGENDA

CMAR TEAM

LOCAL HISTORY

EXPERIENCE

PROJECT APPROACH

CONSTRUCTION ADMINISTRATION

CMAR TEAM

PRESIDENT

RYAN WHITEHEAD
CBC

VP of PRE-CONSTRUCTION SERVICES

CHRIS SZUCS

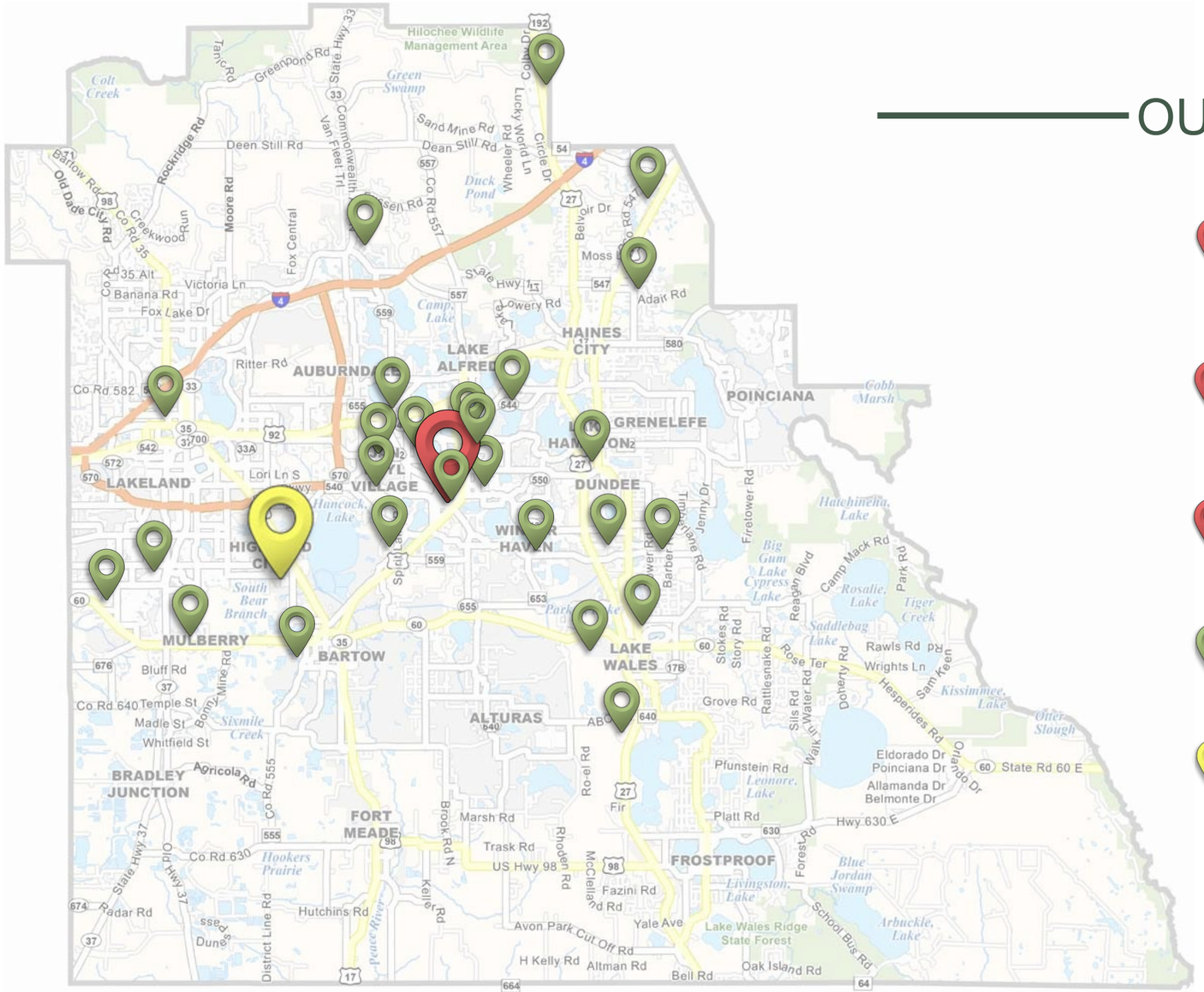
PROJECT MANAGER

CALEB BROSEY

VP of CONSTRUCTION OPERATIONS

WAYNE MULLEN
CGC

POLK COUNTY



OUR **LOCATION** TO THE PROJECT

- HOME OFFICE LOCATED IN WINTER HAVEN – HEART OF POLK COUNTY
- IN OPERATION IN POLK COUNTY FOR OVER 70YRS
- LARGE DATABASE OF LOCAL SUBCONTRACTORS
- COMPLETED LIFE SAFETY PROJECTS
- SITE LOCATION

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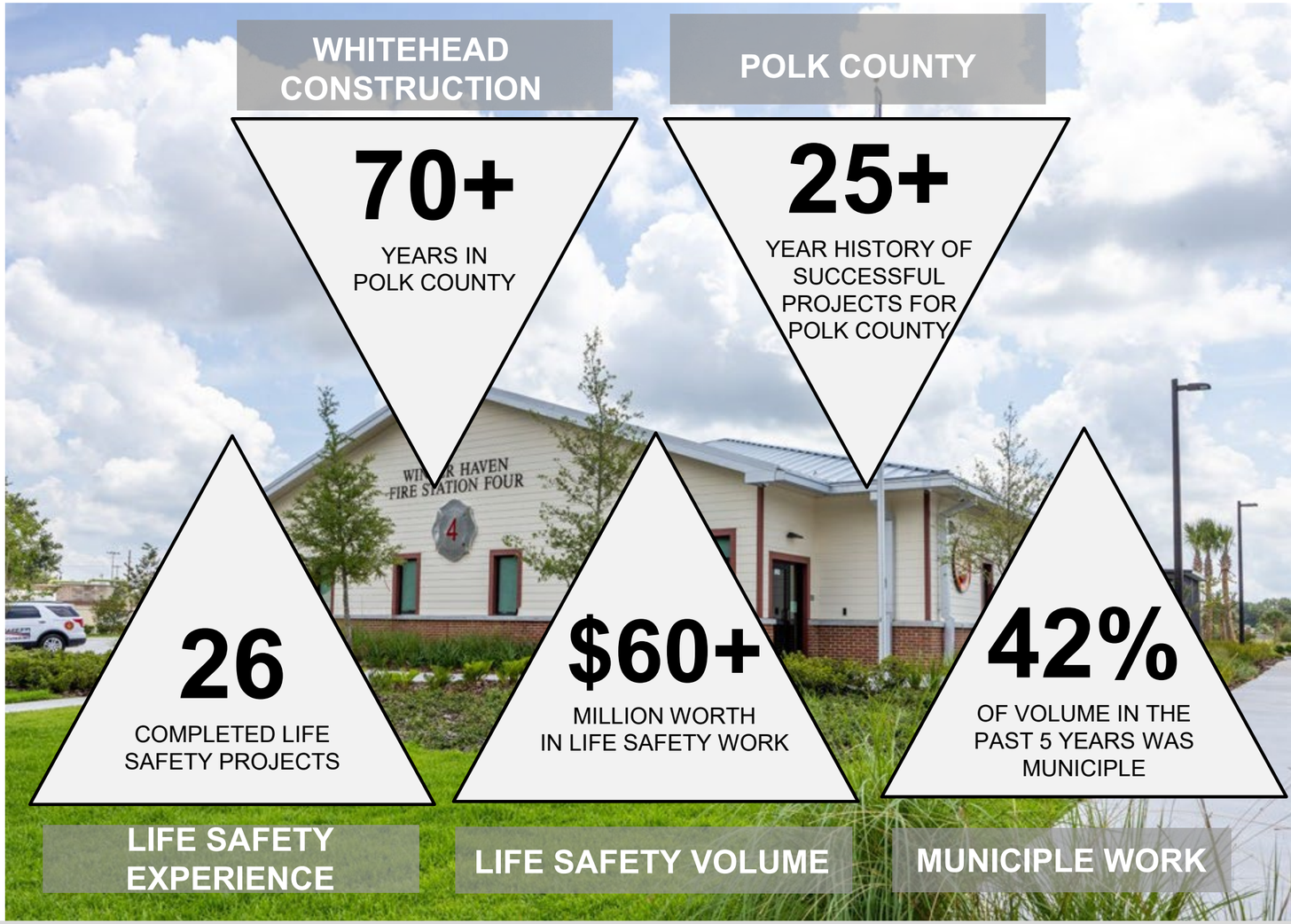
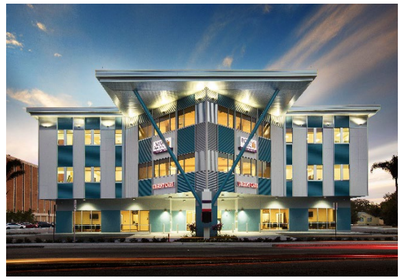
LOCAL **TEAM**

SMITH LANE JOINT USE FIRE RESCUE STATION

OUR EXPERIENCED TEAM IS READY AND EAGER FOR THE OPPORTUNITY TO BE A PART OF POLK COUNTY'S SMITH LANE JOINT USE FIRE RESCUE STATION PROJECT



PROJECT **EXPERIENCE**



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CMAR **TEAM**

SMITH LANE JOINT USE FIRE RESCUE STATION

RECENT **PROJECTS**

- City of Bartow Sports Courts
- Polk County Masterpiece Rd Fire Rescue Station
- Polk County EOC Warehouse
- Polk County Willow Oak Fire Station Renovations
- City of Winter Haven Fire Station #4
- City of Winter Haven Lake Conine Park
- City of Winter Haven Willowbrook Golf Course Improvements
- Millenium Physicians Group Winter Haven
- Boys & Girls Club of Polk County

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RECENTLY **COMPLETED**

SMITH LANE JOINT USE FIRE RESCUE STATION

CURRENT **PROJECTS**

- Polk County Fire Rescue Training Facility
- City of Lake Wales Fire Station Expansion
- City of Winter Haven Construction Services
- City of Winter Haven Fire Station #5
- City of Winter Haven So Lake Howard Park
- City of Winter Haven Motorpool Road
- Peterson Industries 28K SF Expansion
- Lake Mattie Clubhouse & Pool
- Misc Renovations for Legoland
- First Christian Church Youth Center

PROJECTED **WORKLOAD**

CITY OF WINTER HAVEN ANNEX EXPANSION

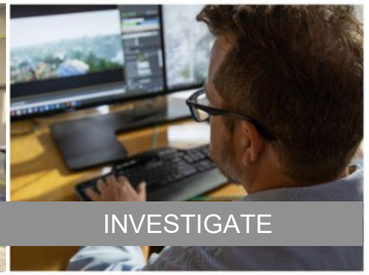
- City of Winter Haven Annex / Building Department
- City of Winter Haven Diamondplex Renovations
- Polk County Cypress Gardens Fire Station 18 Remodel
- New 43,000sf Car Dealership
- New 292 Space Parking Garage
- Atlantic Payroll Office Renovations
- Lake Alfred Pharmacy

PROJECT **APPROACH**

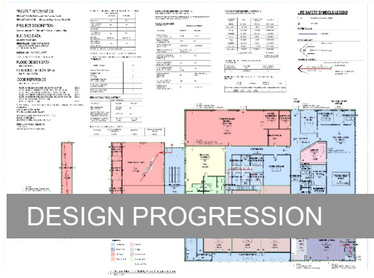
CMAR SMITH LANE JOINT USE FIRE RESCUE STATION

PRE-CONSTRUCTION

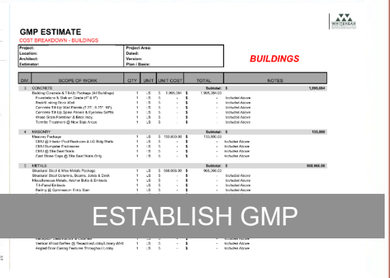
COLLABORATE



INVESTIGATE



DESIGN PROGRESSION



ESTABLISH GMP

CMAR STRUCTURE

Owner

POLK COUNTY

Design Team

FG+M ARCHITECTURE PLANNING & INTERIORS

Contractor

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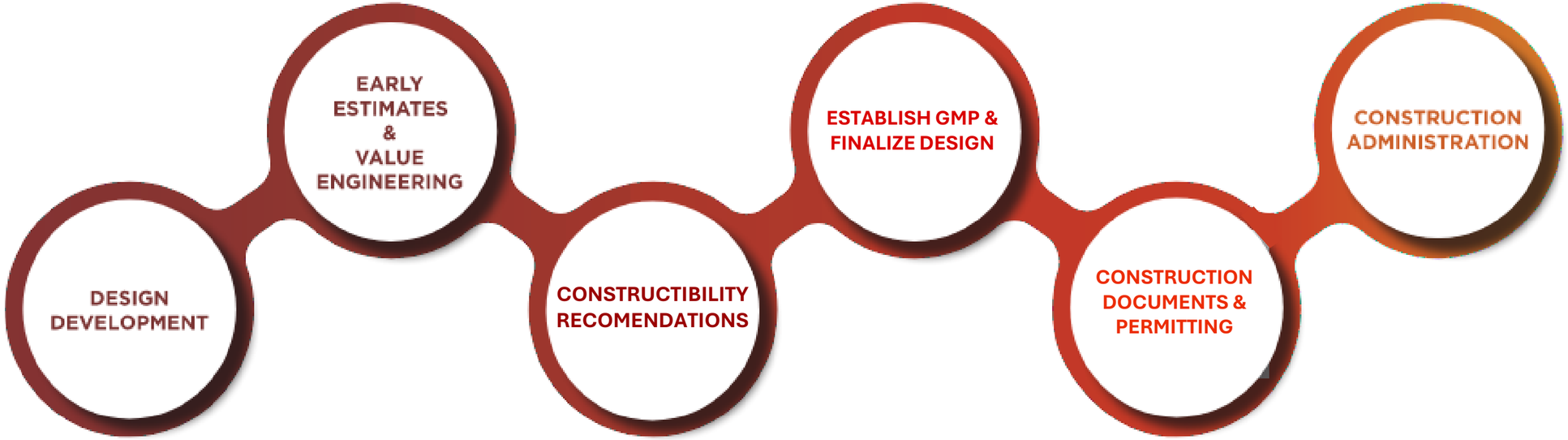
Subcontractors

BUILD

PROJECT **APPROACH**

CMAR SMITH LANE JOINT USE FIRE RESCUE STATION



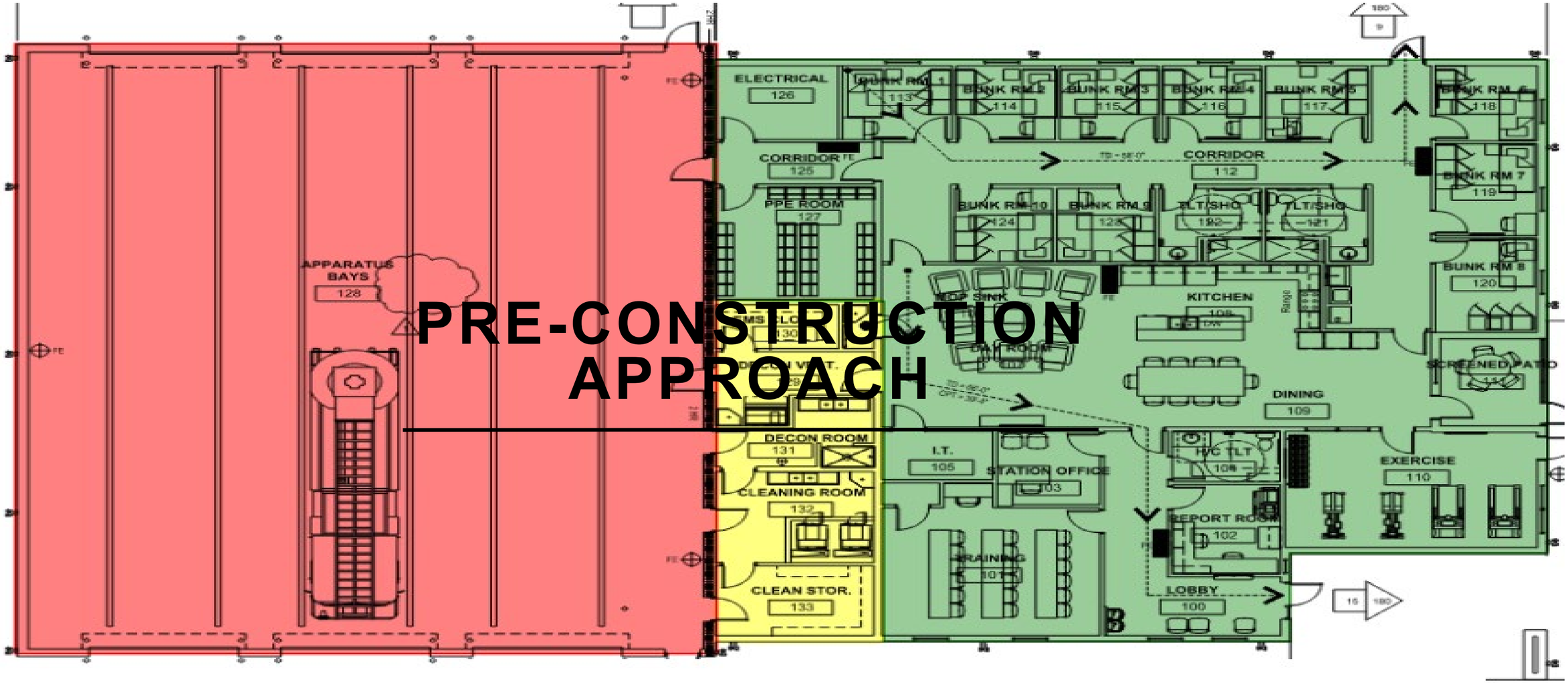
- Project Analysis
- Evaluate Building Systems
- Analyze Construction Techniques

+

- Value Engineering
- Optimize Budget
- Detailed Estimates at Every Stage of Design

=

“NO SURPRISES” GMP



Masterpiece Road Fire Rescue Station

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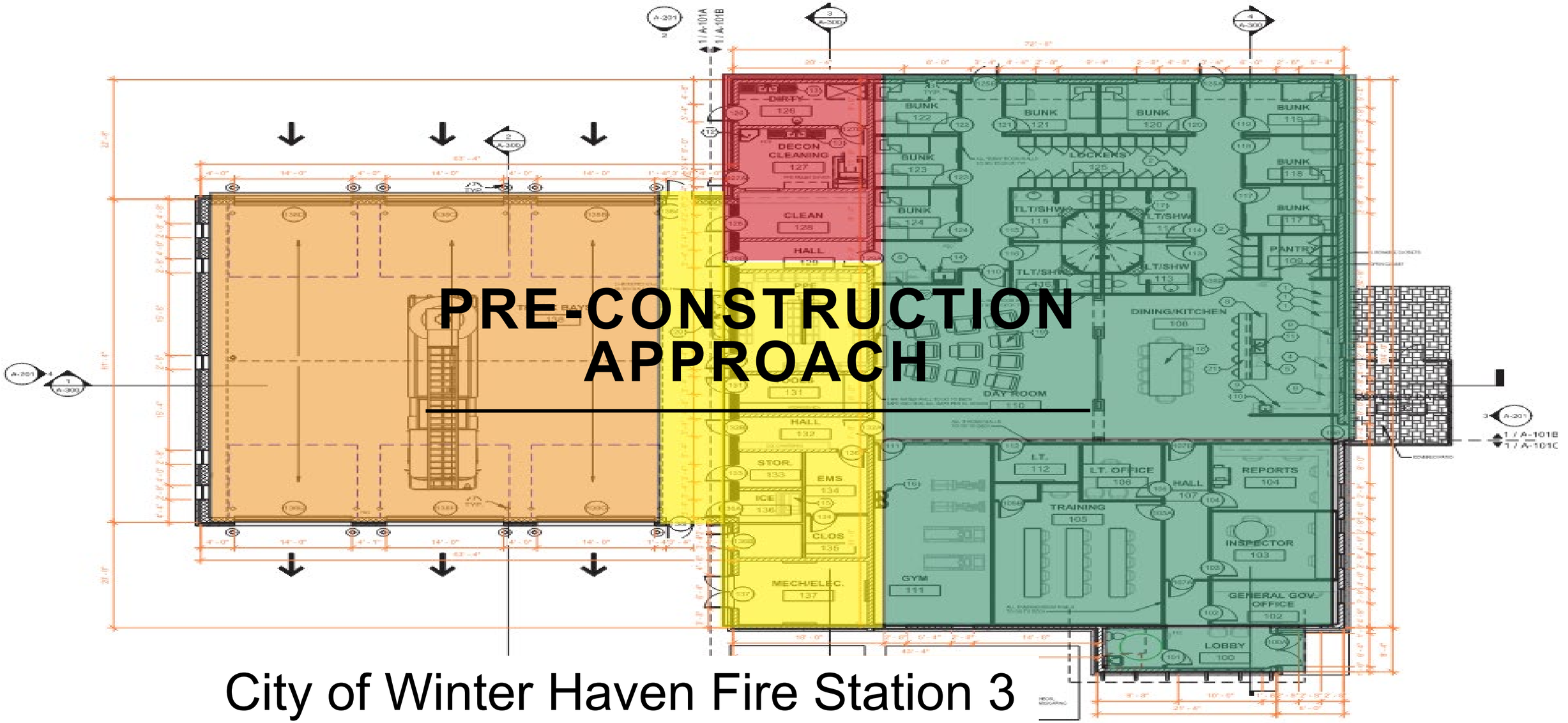
PROJECT **APPROACH**

SMITH LANE JOINT USE FIRE RESCUE STATION



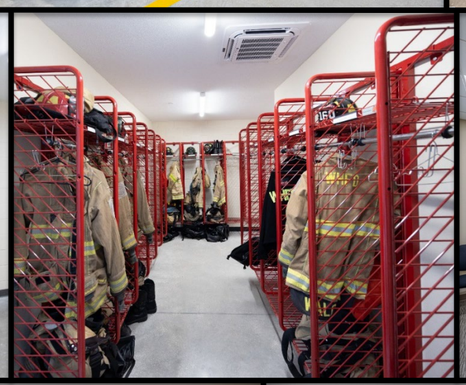
City of Winter Haven Fire Station 3

HOT ZONE
HIGH HAZARD

- Vehicle Exhaust
- Fire Scene Items
- Cascade Compressor

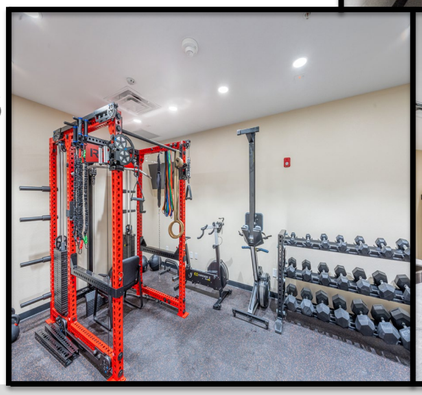
TRANSITION ZONE
MODERATE HAZARD

- Extractors
- Decontamination Shower
- Clean Room Storage



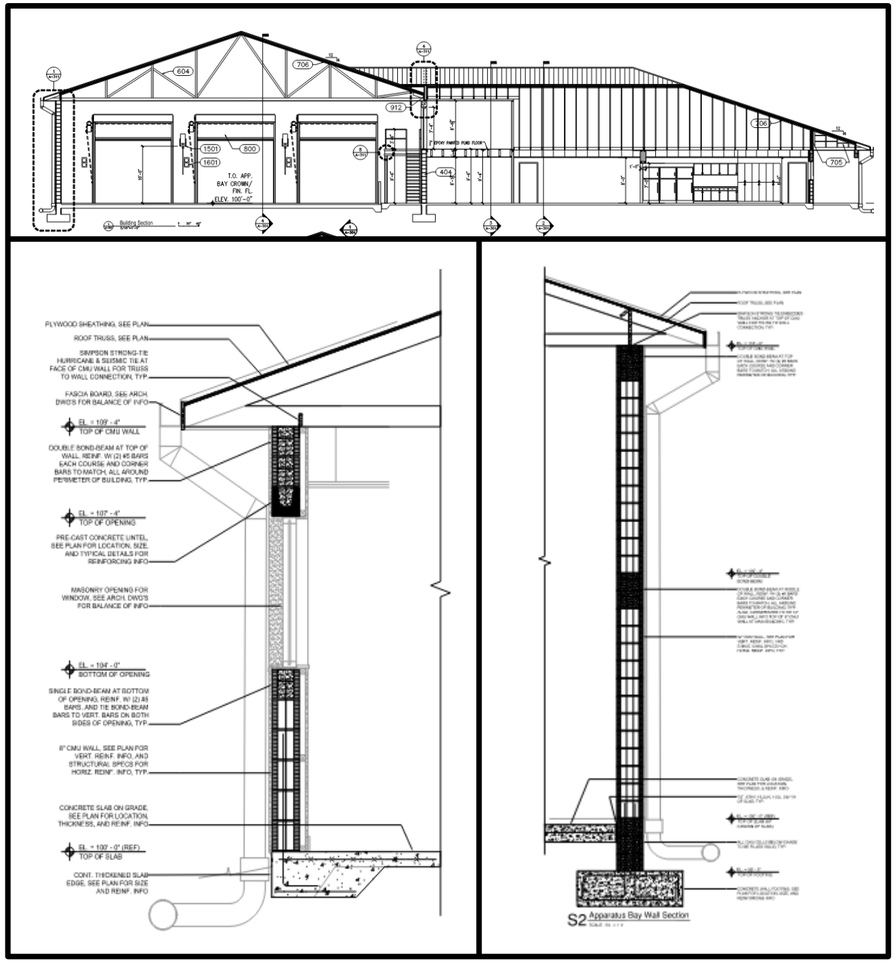
COLD ZONE
LOW HAZARD

- PPE
- Bunk Rooms
- Kitchen
- Fitness



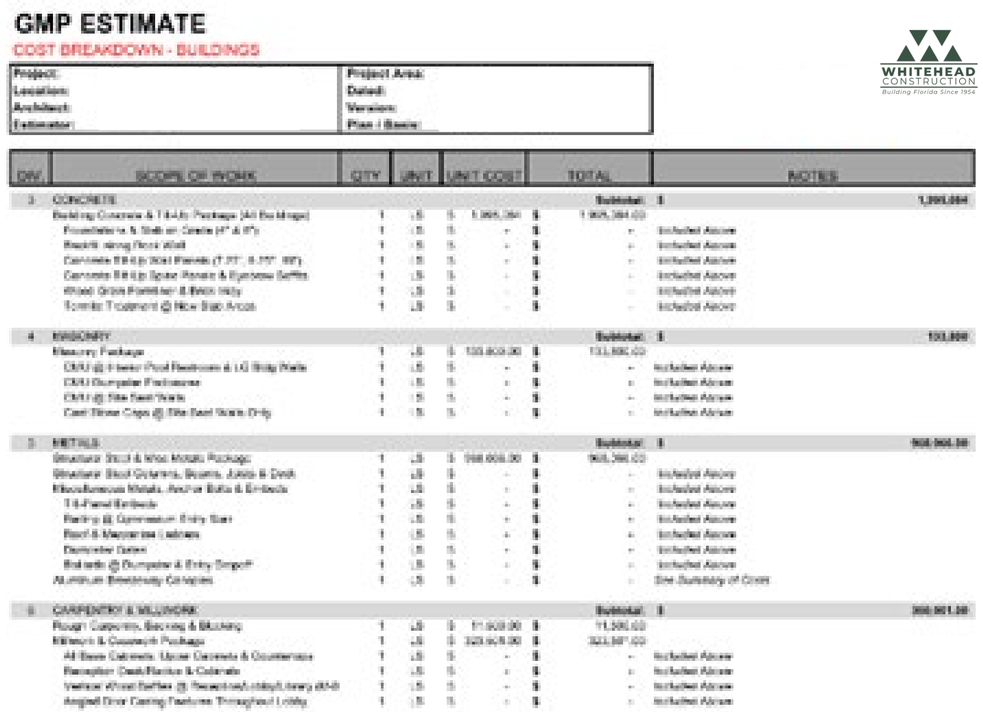
Constructability Review & **Value Engineering**

- Fire Station Accessibility
- Hardening – (Roof, Walls, Windows)
- Ventilation
- Generator Sizing
- Extractor & SCBA rough-in requirements
- Overhead Doors
- Hard Ceiling at Decon Rooms
- Metal Ceilings in Apparatus Bay
- Flooring Types (Polished Concrete, Stonhard, LVT)



Pre-Construction **Services**

- Subcontractor Pre-Qualification
- Coordinate Pre-Bid Meetings
- Competitive Subcontractor bidding
- Phased pricing throughout design
- Open Book Approach – Fixed Cost GMP



GMP ESTIMATE

COST BREAKDOWN - BUILDINGS

Project:	Project Area:
Location:	Dated:
Architect:	Version:
Estimator:	Plan / Basis:

DIV	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES
3	CONCRETE				Subtotal: $	1,395,884
	Building Concrete & T&M's Package (All Bid Allowed)	1	LS	1,395,384	$ 1,395,384.00	
	Foundations & Slab on Grade (4" & 6")	1	LS	-	$ -	Included Above
	Reinforcing Rebar Mat	1	LS	-	$ -	Included Above
	Concrete Filled Steel Barrels (3'-0", 3'-6", 6'0")	1	LS	-	$ -	Included Above
	Concrete Filled Spear Fences & Eyebrow Soffits	1	LS	-	$ -	Included Above
	Wood Grain Formliner & Brick Help	1	LS	-	$ -	Included Above
	Termite Treatment @ New Slab Areas	1	LS	-	$ -	Included Above
4	MASONRY				Subtotal: $	133,800
	Masonry Package	1	LS	133,800.00	$ 133,800.00	
	CMU @ Interior Pool Restroom & LG Bldg Walls	1	LS	-	$ -	Included Above
	CMU Dumpster Enclosure	1	LS	-	$ -	Included Above
	CMU @ Bike Barn Walls	1	LS	-	$ -	Included Above
	Cast Stone Caps @ Bike Barn Walls Only	1	LS	-	$ -	Included Above
5	METALS				Subtotal: $	968,968.00
	Structural Steel & Misc Metals Package	1	LS	968,968.00	$ 968,968.00	
	Structural Steel Columns, Beams, Joists & Deck	1	LS	-	$ -	Included Above
	Miscellaneous Metals, Anchor Bolts & Embeds	1	LS	-	$ -	Included Above
	Tilt-Panel Embeds	1	LS	-	$ -	Included Above
	Railing @ Gymnasium Entry Stair	1	LS	-	$ -	Included Above
	Roof & Mezzanine Ladders	1	LS	-	$ -	Included Above
	Dumpster Gates	1	LS	-	$ -	Included Above
	Bollards @ Dumpster & Entry Signage	1	LS	-	$ -	Included Above
	Aluminum Breezeway Canopies	1	LS	-	$ -	See Subtotal of Cmos
6	CARPENTRY & MILLWORK				Subtotal: $	350,951.00
	Rough Carpentry, Blocking & Bracing	1	LS	11,500.00	$ 11,500.00	
	Millwork & Casework Package	1	LS	323,451.00	$ 323,451.00	
	All Base Cabinets, Upper Cabinets & Countertops	1	LS	-	$ -	Included Above
	Reception Desk/Banco & Cabinets	1	LS	-	$ -	Included Above
	Vertical Wood Soffits @ Reception/Lobby/Library/Art	1	LS	-	$ -	Included Above
	Angled Drop Ceiling Features Throughout Lobby	1	LS	-	$ -	Included Above

- New 20,000 SQFT joint-use fire rescue station on 4 Acre Site: 2421 Smith Lane Bartow, Florida
- Spessard Holland Elementary
  Traffic along E.F. Griffin Road & Smith Lane
  Drop off 7:15-8:00 & pick-up 2:45-3:15
- Large buffer between site & neighboring homes
- Soil Conditions
  - Madrid onsite doing borings for Geotech report
- FWC – Prime Gopher Tortoise habitat
- Utility Coordination – Utilities all Nearby
  Power & water along west side of Griffin Rd
  Gas & fiber along east side of Griffin Rd
  Sanitary lift station just west of site
- Existing Apron to Lakeland Regional property just east of site.

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PROJECT **SITE**

SMITH LANE JOINT USE FIRE RESCUE STATION

- New 20,000 SQFT joint-use fire rescue station on 4 Acre Site: 2421 Smith Lane Bartow, Florida
- Spessard Holland Elementary
  Traffic along E.F. Griffin Road & Smith Lane
  Drop off 7:15-8:00 & pick-up 2:45-3:15
- Large buffer between site & neighboring homes
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  - Madrid onsite doing borings for Geotech report
- FWC – Prime Gopher Tortoise habitat
- Utility Coordination – Utilities all Nearby
  Power & water along west side of Griffin Rd
  Gas & fiber along east side of Griffin Rd
  Sanitary lift station just west of site
- Existing Apron to Lakeland Regional property just east of site.

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

PROJECT **SITE**

SMITH LANE JOINT USE FIRE RESCUE STATION

CONSTRUCTION ADMINISTRATION

WHITEHEAD CONSTRUCTION
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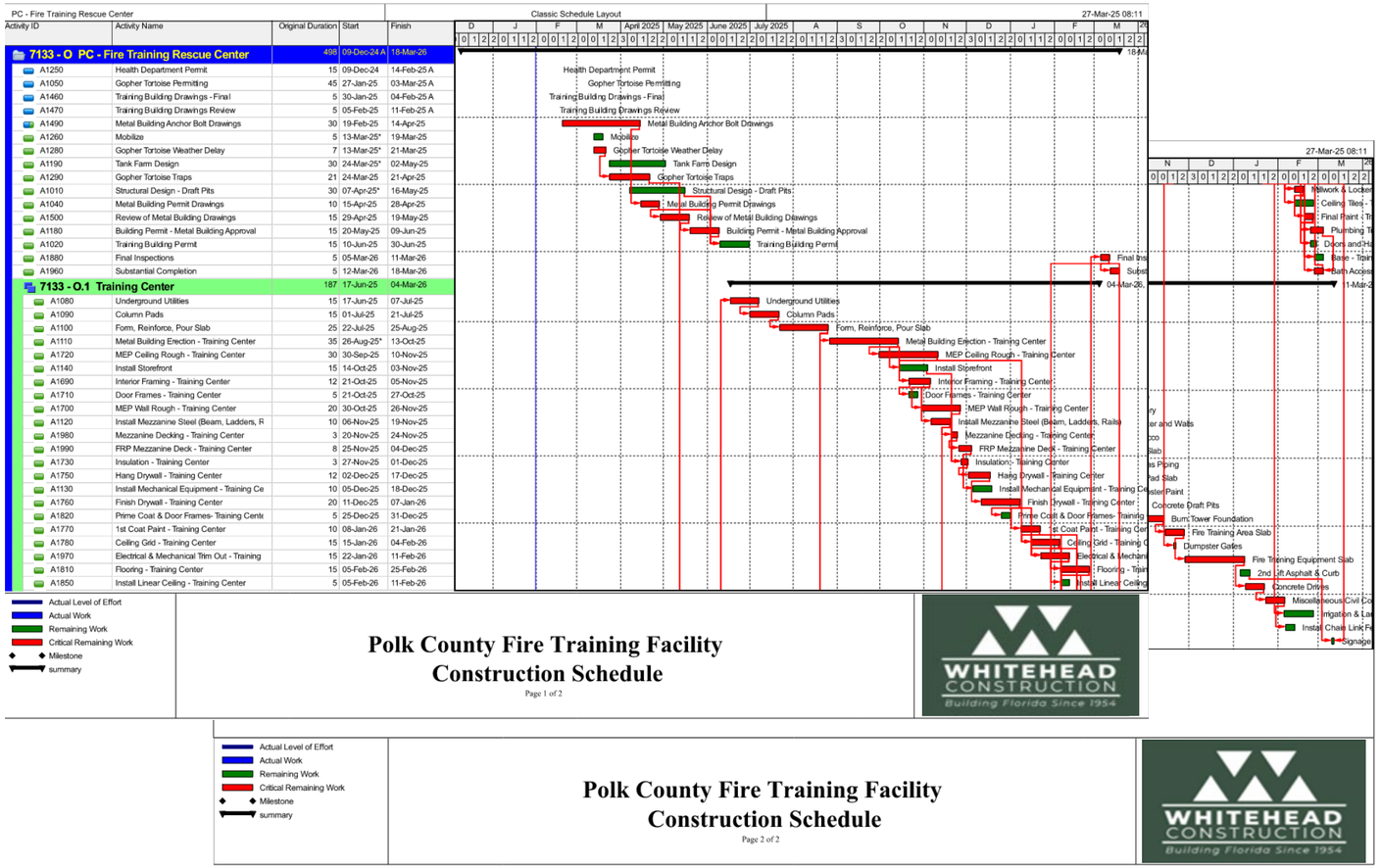
SMITH LANE JOINT USE FIRE RESCUE STATION

CONSTRUCTION **ADMINISTRATION**

PROJECT SCHEDULING

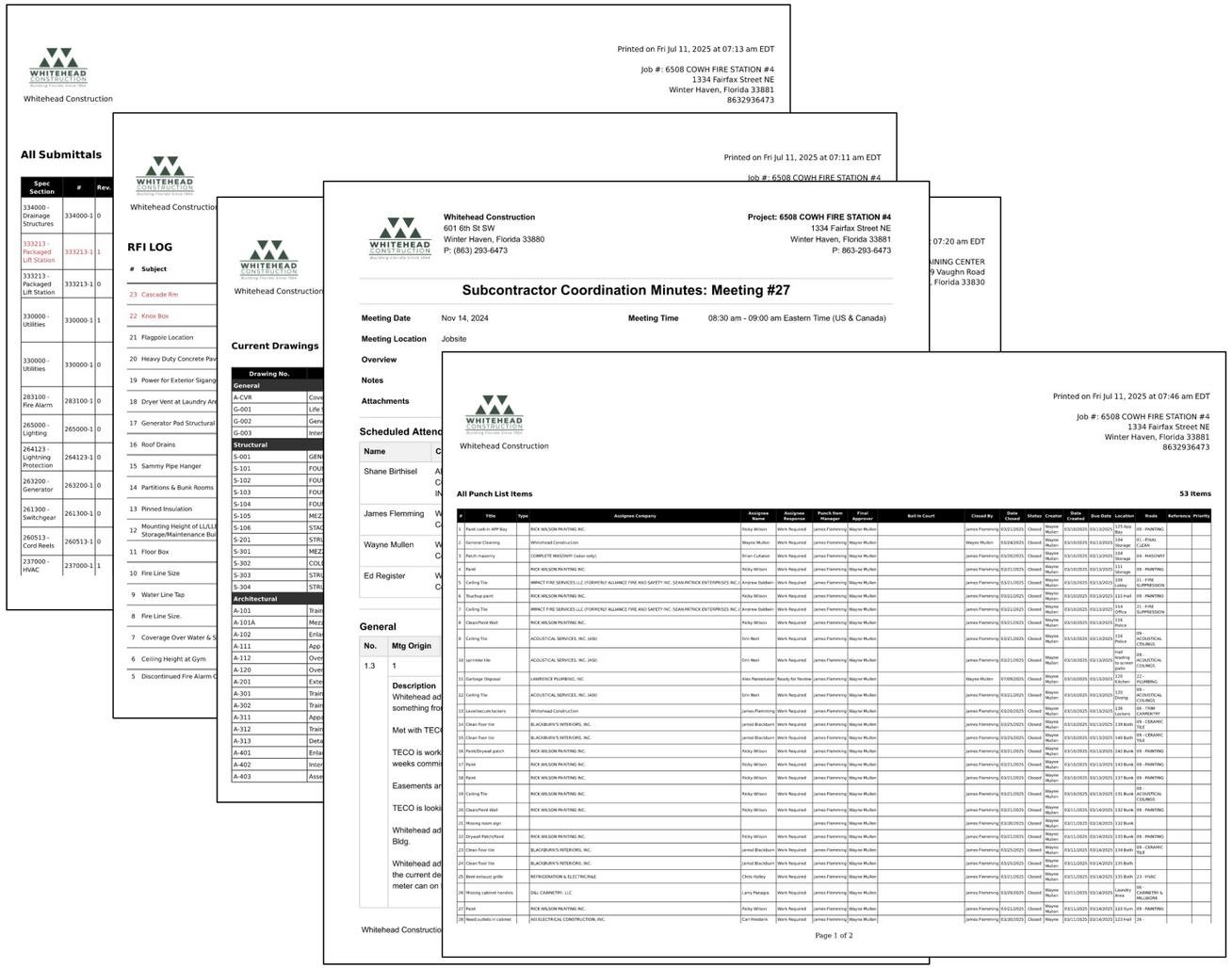
- Primavera P6 Scheduling Software
- Developed Early by In-house On-site Team
- Subcontractor Input
- Updated Weekly
- Lookahead Schedules
- Includes Pre-construction through Project Closeout
- Procurement & Material Expediting Schedules



CONSTRUCTION **ADMINISTRATION**

DOCUMENT CONTROL

- Procore Project Management Software
- Submittals
- RFIs
- Current Drawing Log
- Meeting Minutes
- Punch Lists
- Daily Logs & Photos



WHITEHEAD CONSTRUCTION
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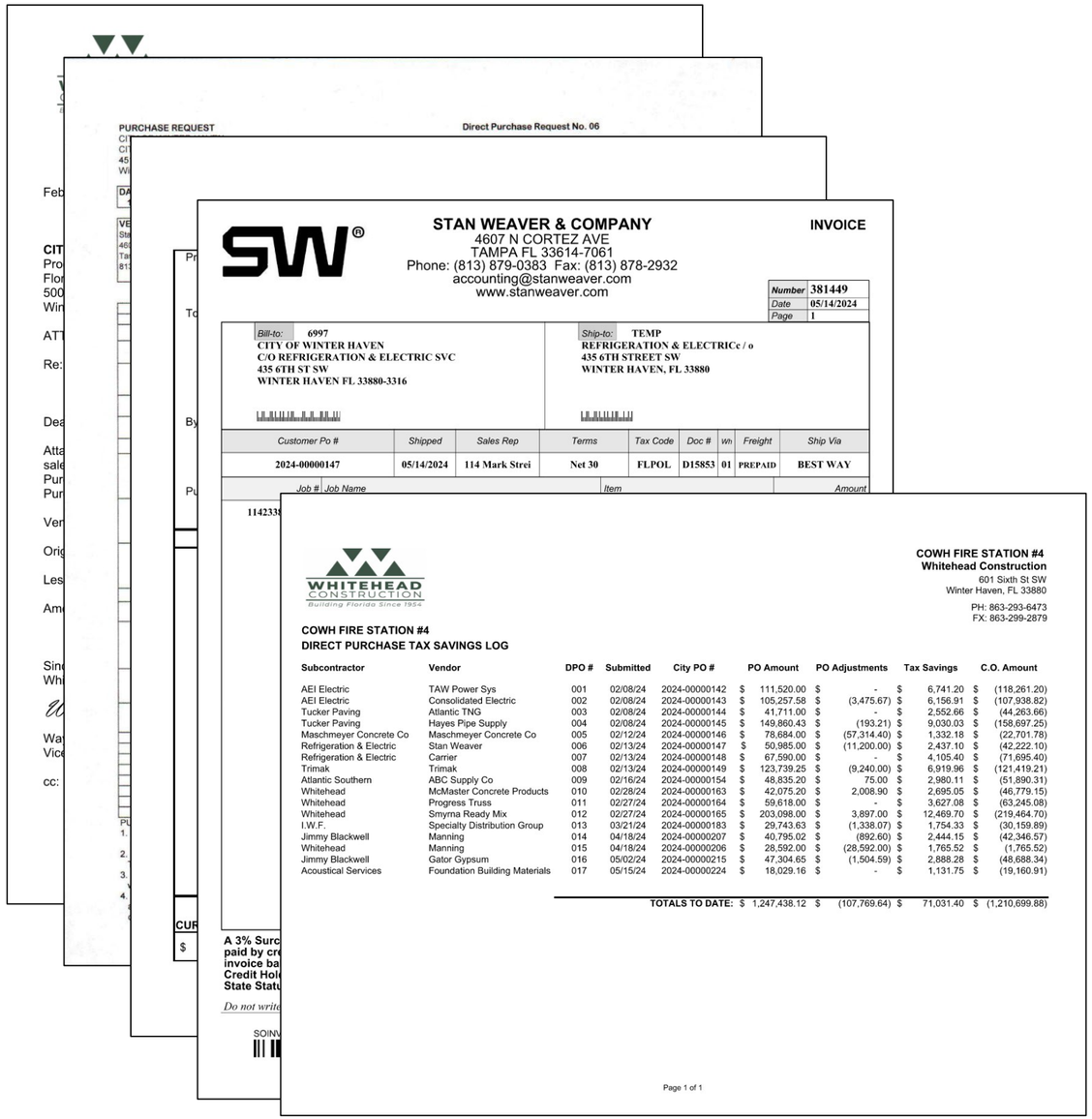
DOCUMENT **CONTROL**

SMITH LANE JOINT USE FIRE RESCUE STATION

CONSTRUCTION **ADMINISTRATION**

Owner Direct Purchase

- Meet with County to establish minimum value limits & identify potential materials to pursue
- Process material submittals for approval.
- Once submittal is approved, request material quote and submit a purchase order request.
- The County then issues a PO directly to the Vendor.
- Whitehead remains responsible for coordination of delivery, installation and review/approval of invoices.
- Whitehead issues deductive change order backing out cost of materials from their contract
- Log all direct purchases & tax savings



PURCHASE REQUEST

Direct Purchase Request No. 06

STAN WEAVER & COMPANY
4607 N CORTEZ AVE
TAMPA FL 33614-7061
Phone: (813) 879-0383 Fax: (813) 878-2932
accounting@stanweaver.com
www.stanweaver.com

INVOICE

Number	381449
Date	05/14/2024
Page	1

Bill-to: 6997
CITY OF WINTER HAVEN
C/O REFRIGERATION & ELECTRIC SVC
435 6TH ST SW
WINTER HAVEN FL 33880-3316

Ship-to: TEMP
REFRIGERATION & ELECTRICe / o
435 6TH STREET SW
WINTER HAVEN, FL 33880

Customer Po #	Shipped	Sales Rep	Terms	Tax Code	Doc #	wh	Freight	Ship Via
2024-00000147	05/14/2024	114 Mark Strei	Net 30	FLPOL	D15853	01	PREPAID	BEST WAY

Job #	Job Name	Item	Amount

WHITEHEAD CONSTRUCTION
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COWH FIRE STATION #4
Whitehead Construction
601 Sixth St SW
Winter Haven, FL 33880

PH: 863-293-6473
FX: 863-299-2879

COWH FIRE STATION #4
DIRECT PURCHASE TAX SAVINGS LOG

Subcontractor	Vendor	DPO #	Submitted	City PO #	PO Amount	PO Adjustments	Tax Savings	C.O. Amount
AEI Electric	TAW Power Sys	001	02/08/24	2024-00000142	$ 111,520.00	$ -	$ 6,741.20	$ (118,261.20)
AEI Electric	Consolidated Electric	002	02/08/24	2024-00000143	$ 105,257.58	$ (3,475.67)	$ 6,156.91	$ (107,938.82)
Tucker Paving	Atlantic TNG	003	02/08/24	2024-00000144	$ 41,711.00	$ -	$ 2,552.66	$ (44,263.66)
Tucker Paving	Hayes Pipe Supply	004	02/08/24	2024-00000145	$ 149,860.43	$ (193.21)	$ 9,030.03	$ (158,697.25)
Maschmeyer Concrete Co	Maschmeyer Concrete Co	005	02/12/24	2024-00000146	$ 78,684.00	$ (57,314.40)	$ 1,332.18	$ (22,701.78)
Refrigeration & Electric	Stan Weaver	006	02/13/24	2024-00000147	$ 50,985.00	$ (11,200.00)	$ 2,437.10	$ (42,222.10)
Refrigeration & Electric	Carrier	007	02/13/24	2024-00000148	$ 67,590.00	$ -	$ 4,105.40	$ (71,695.40)
Trimak	Trimak	008	02/13/24	2024-00000149	$ 123,739.25	$ (9,240.00)	$ 6,919.96	$ (121,419.21)
Atlantic Southern	ABC Supply Co	009	02/16/24	2024-00000154	$ 48,835.20	$ 75.00	$ 2,980.11	$ (51,890.31)
Whitehead	McMaster Concrete Products	010	02/28/24	2024-00000163	$ 42,075.20	$ 2,008.90	$ 2,695.05	$ (46,779.15)
Whitehead	Progress Truss	011	02/27/24	2024-00000164	$ 59,618.00	$ -	$ 3,627.08	$ (63,245.08)
Whitehead	Smyrna Ready Mix	012	02/27/24	2024-00000165	$ 203,098.00	$ 3,897.00	$ 12,469.70	$ (219,464.70)
I.W.F.	Specialty Distribution Group	013	03/21/24	2024-00000183	$ 29,743.63	$ (1,338.07)	$ 1,754.33	$ (30,159.89)
Jimmy Blackwell	Manning	014	04/18/24	2024-00000207	$ 40,795.02	$ (892.60)	$ 2,444.15	$ (42,346.57)
Whitehead	Manning	015	04/18/24	2024-00000206	$ 28,592.00	$ (28,592.00)	$ 1,765.52	$ (1,765.52)
Jimmy Blackwell	Gator Gypsum	016	05/02/24	2024-00000215	$ 47,304.65	$ (1,504.59)	$ 2,888.28	$ (48,688.34)
Acoustical Services	Foundation Building Materials	017	05/15/24	2024-00000224	$ 18,029.16	$ -	$ 1,131.75	$ (19,160.91)
				TOTALS TO DATE:	$ 1,247,438.12	$ (107,769.64)	$ 71,031.40	$ (1,210,699.88)

Page 1 of 1

CONSTRUCTION **ADMINISTRATION**

QUALITY CONTROL

- Prequalification of Subcontractors
- Submittal Review
- Material Testing
- Mockups
- Daily “Plans in Hand” Inspections
- Immediate Correction of Non-conforming Work

IN CLOSING....

WHITEHEAD CONSTRUCTION
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IN **CLOSING**

SMITH LANE JOINT USE FIRE RESCUE STATION

whiteheadconstruction.com

Whitehead Construction submission
RFP#26-055
Construction Manager
at Risk
Smith Lane Joint-Use Fire Rescue Station

WHITEHEAD
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ORIGINAL

Whitehead Construction submission
RFP#26-055
Construction Manager
at Risk
Smith Lane Joint-Use Fire Rescue Station

WHITEHEAD
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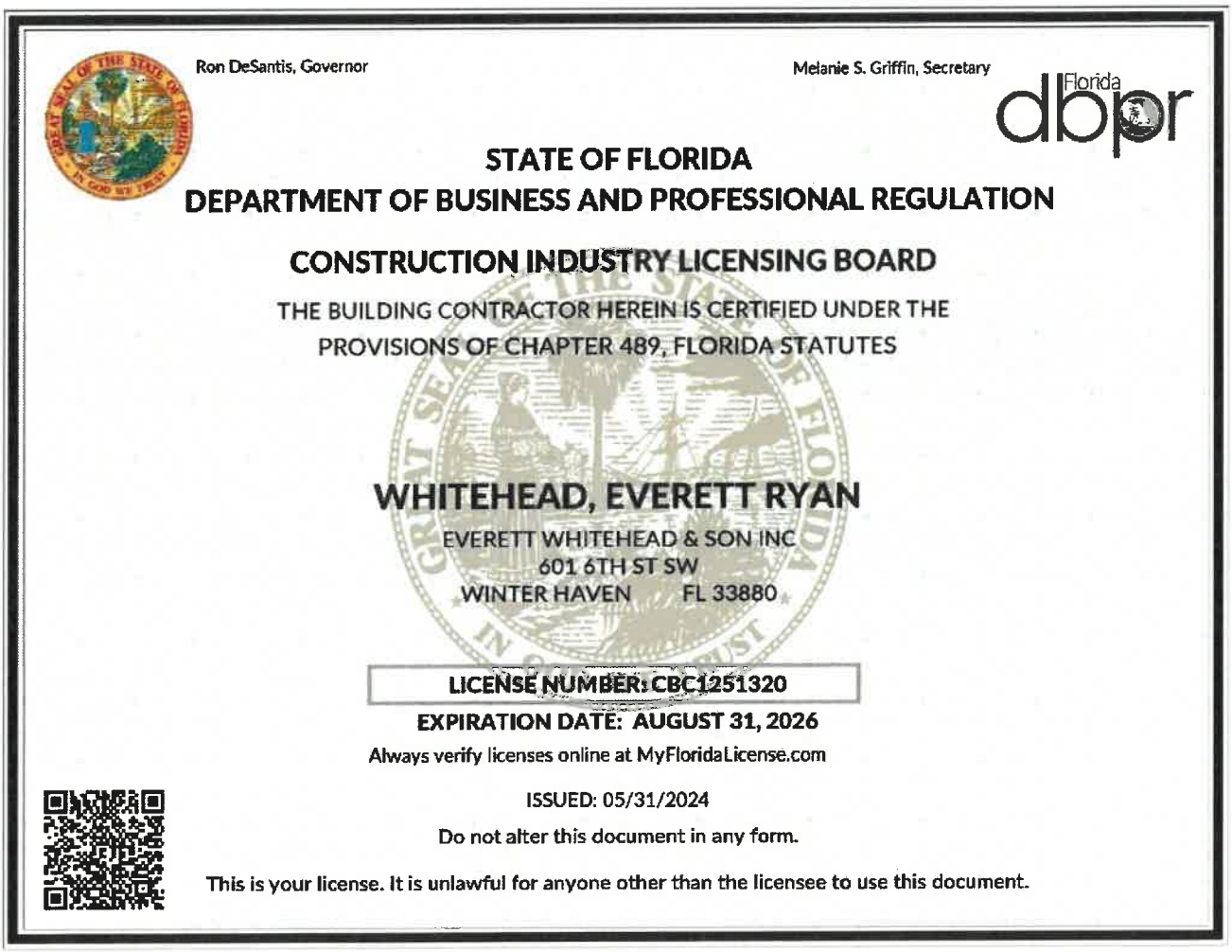
TAB 1 Executive Summary

a) E. Ryan Whitehead
Everett Whitehead & Son Inc dba Whitehead Construction
601 6th St SW Winter Haven, FL 33880
863-287-5985
ryan@whiteheadconstruction.com

b) 70+ years in business

c) 41 full-time employees

d) Copy of current State of Florida General Contractors license:



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WHITEHEAD, EVERETT RYAN

EVERETT WHITEHEAD & SON INC
601 6TH ST SW
WINTER HAVEN FL 33880

LICENSE NUMBER: CBC1251320

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/31/2024

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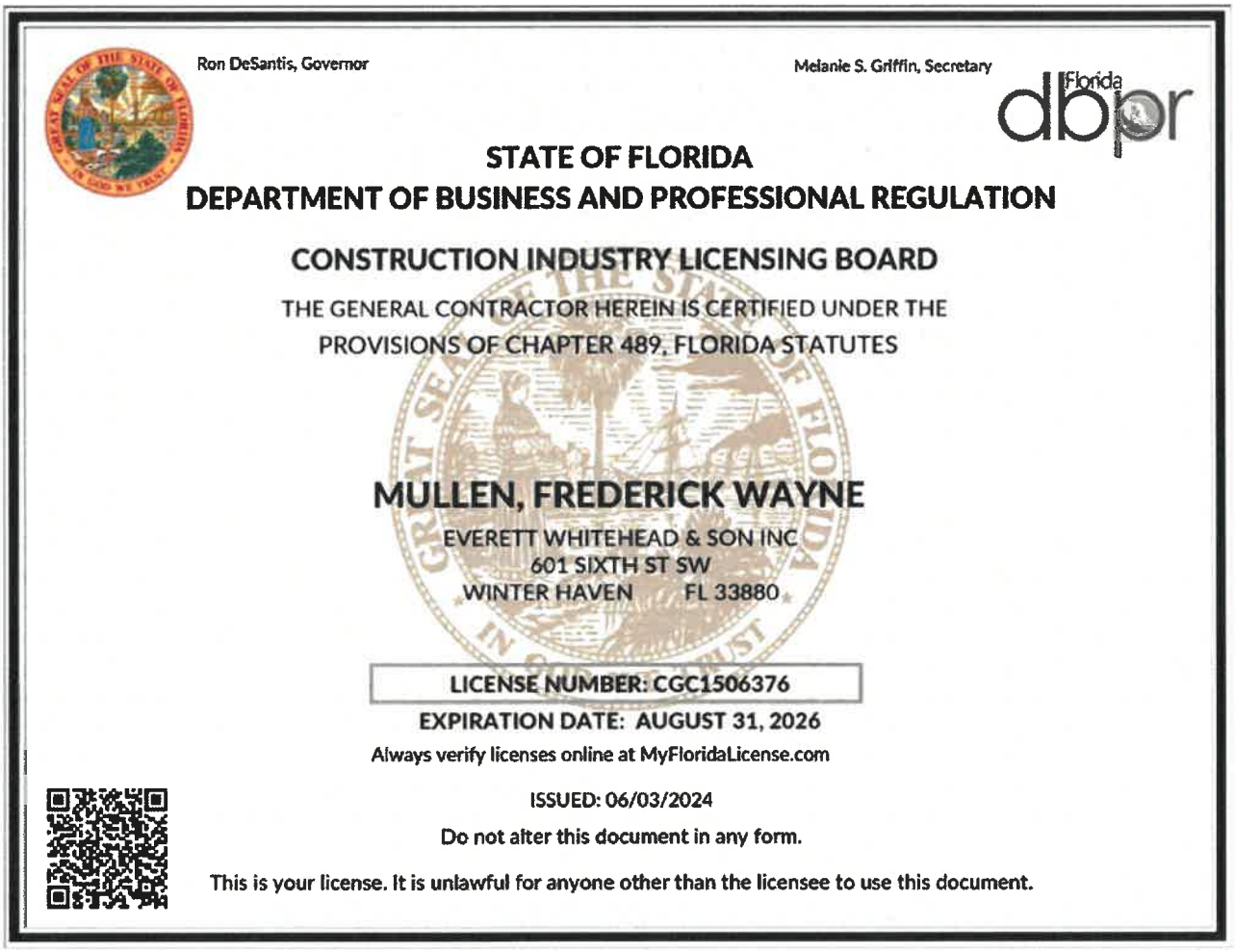

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLEN, FREDERICK WAYNE

EVERETT WHITEHEAD & SON INC
601 SIXTH ST SW
WINTER HAVEN FL 33880

LICENSE NUMBER: CGC1506376

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/03/2024

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e) Our firm has *not* been involved in any litigation, major disputes, contract defaults, or liens in the last ten (10) years.

TAB 2 Approach to the Project

a) Components of job-specific pre-construction services and responsibilities of the Construction Manager:

Budget Estimating – Whitehead Construction will use detailed and progressively refined cost estimates throughout the design process, beginning with conceptual estimates and evolving to detailed line-item budgets.

- Reviewing design documents at each stage (concept, schematic, design development, and construction documents) to prepare accurate cost estimates.
- Identifying potential cost risks and maintaining alignment with the owner's financial goals.
- Providing cost comparisons for design alternatives.
- Tracking budget changes and maintaining a running cost log to ensure transparency.
- From project inception through construction, all activities are tracked in Procore, with markups managed in Bluebeam.

Value Engineering (VE) – Whitehead Construction will use a process of reviewing design elements to identify opportunities to reduce costs, improve functionality, or enhance quality without sacrificing the project's goals.

- Collaborating with the design team to evaluate materials and systems.
- Recommending alternative solutions that meet performance requirements while lowering costs or improving efficiency.
- Assessing life-cycle costs to ensure long-term value for the owner.
- Documenting VE suggestions and working with the team to implement approved changes.

Constructability Recommendations – Whitehead Construction will review design documents and project requirements to identify potential challenges in construction.

- Evaluating drawings and specifications for clarity, feasibility, and efficiency of construction.
- Identifying potential conflicts, sequencing issues, and access limitations before construction begins.
- Recommending modifications that can reduce delays, rework, and costs during construction.
- Providing insight into local material availability and subcontractor capabilities.

Master Project Schedule – Whitehead Construction will develop a comprehensive schedule (Primavera P6) that outlines all major project phases, milestones, and critical path activities from pre-construction through project completion.

- Developing an initial schedule incorporating design, permitting, procurement, and construction phases.
- Identifying critical path activities and ensuring adequate time allowances for each stage.
- Updating and refining the schedule as the design progresses and decisions are made.
- Request subcontractor input to ensure durations are accurate and achievable.
- Coordinating with the owner, design team, and subcontractors to maintain realistic timelines and minimize delays.

b) Detailed approach to:

Competitive Bidding for Subcontracts:

- Develop a comprehensive bid package for each trade, including detailed scopes of work, drawings, specifications, and required bid forms.
- Prequalify subcontractors to ensure they have the financial stability, safety record, relevant experience, and capacity to perform the work.
- Solicit bids from a minimum of three qualified subcontractors per trade to ensure market competition.
- Conduct pre-bid meetings to clarify scope, schedule, and expectations.
- Review and analyze bids for completeness, scope coverage, qualifications, and pricing accuracy.
- Recommend award of subcontracts to the most responsive and responsible bidders, balancing cost, quality, and schedule performance.

Other Cost of the Work:
- Identify and budget for non-subcontract direct project costs such as temporary facilities, utilities, equipment rentals, testing/inspection services, and site security.
- Obtain multiple quotes for these items to ensure cost competitiveness.
- Track and reconcile these costs continuously during the project to maintain transparency and budget control.

General Conditions Cost Summary:
- Prepare a detailed breakdown of anticipated general conditions costs, including temporary facilities, safety measures, project management software, site logistics, and other overhead necessary to manage the work.
- Clearly differentiate between reimbursable direct project costs and CM overhead.
- Update the general conditions budget as the project schedule is refined and confirmed.

CM Fee Negotiations:
- Present a clear explanation of the proposed CM fee, outlining what is included and excluded.
- Benchmark fees against similar projects to ensure competitiveness.
- Offer options for structuring the fee (e.g., percentage of cost of the work or lump sum) to align with the owner's preferred risk allocation.
- Ensure fee negotiations are transparent, with all assumptions and conditions documented.

Guaranteed Maximum Price (GMP) Compilation:
- Combine the accepted subcontractor bids, other direct costs, general conditions budget and negotiated CM fee into a comprehensive GMP proposal.
- Include allowances, contingencies, and unit pricing for items not yet fully defined.
- Clearly state inclusions, exclusions, and assumptions.
- Provide a complete backup of subcontractor bids and vendor quotes for owner review.
- Once the GMP is accepted, execute a GMP Amendment to the contract, locking in the maximum project cost while preserving savings incentives for the owner.

c) Owner Direct Purchase and sales tax savings approach:

Whitehead Construction would play a critical role in facilitating the Owner Direct Purchase (ODP) process to ensure the successful execution of tax-exempt material purchases by the County.
- At the outset of a project, Whitehead will meet with the County to discuss potential items for ODP, along with any minimum dollar limits the County would like to set on purchases.
- At this time, Whitehead will also request the County's tax-exempt certificates to provide to the various vendors.
- After potential ODP material is identified and material submittals have been approved, Whitehead will obtain the material quotes and coordinate the purchasing schedule as part of the overall construction plan. Whitehead would then submit a purchase order request for each item to the County with all necessary supplier information and W-9s.
- The County would then issue a purchase order directly to the vendor. While the County would be issuing the PO directly to the vendor, Whitehead would remain responsible for receiving, inspecting, storing (if necessary), and installing the materials per the contract specifications. Whitehead Construction also manages supplier communication and ensures timely delivery to avoid project delays.

The ODP process requires detailed coordination and documentation.
- As purchase order requests are submitted to the County, Whitehead will generate a Purchase Order Log to track each PO.
- As purchase orders are issued by the County, a deductive change order will be issued to Whitehead for the cost of the material (including tax).

- As material invoices are received throughout the project, they will be forwarded to the responsible subcontractor for approval.
- Once the invoices are approved by the subcontractor, they will be forwarded to the County for payment.
- A log of all invoices will also be maintained throughout the project for reconciliation at final completion of the project.

d) Approach to the management and construction of the project:

Assigning a knowledgeable operations team to manage this project is important.

- Various software programs will be implemented to assist the staff in managing the project, including Procore, which is a document control software used to track submittals, shop drawings and RFI's, aid with cost control, and prepare meeting minutes.
- Several other tools are also used by our operations team, such as material expediting and submittal schedules, which track material submittals, approval, fabrication, and delivery to ensure critical items are delivered when they are needed and don't impact the construction schedule.
- Purchasing schedules are also used to track buy-out of the project and ensure the critical subcontractors, such as site, civil, and MEP, are contracted in a timely manner.

e) Approach to quality workmanship and contract compliance control:

Whitehead Construction's quality control policy is built on over 70+ years of experience in the construction industry. Our approach to quality control begins during the development of the project and specifications, at which time we establish a proactive, job-specific Quality Control Program intended to catch problems with non-conforming work before they begin.

The key elements of this program are:

- Careful review of the shop drawings & submittals to ensure full compliance with plans & specs.
- Review of the project specifications, codes and standards, instructions to bidders, and the Quality Control Program with the subcontractor's key personnel before starting work. This allows the project team to discuss the critical elements of construction, review the required codes and standards, and clarify the requirements and expectations for quality, safety & schedule.
- Early procurement and installation of mock-ups and samples to ensure compliance with specifications and design intent and to allow modifications if required.
- Quality control testing of materials is conducted and monitored to ensure compliance with the design specification requirements.
- Daily Field inspections by our project superintendent to ensure the work is being performed in accordance with the specifications. The project manager also walks the project daily to review the progress, observe the quality of the work, and make corrections as needed.
- Weekly safety meetings and composite jobsite cleanup crews contribute to a safe and clean site, which results in a higher overall quality.
- Establish weekly quality meetings and tours of the project with key participants to review and approve the first installed samples of work or mock-ups.
- Inspection and acceptance testing of key systems for compliance with the specified codes and standards.
- Notation, correction, and sign-off on conditions that do not meet established standards before the next inspection and while the subcontractor is still on site.
- Start-up and commissioning of all equipment and systems conducted by qualified firms or individuals in the presence of the Owner, users, designers, and construction manager.

TAB 3 Experience, Expertise, Personnel and Technical Resources

City of Winter Haven Fire Station #4
1254 Fairfax Street NE, Winter Haven, FL 33881

Design-build of 13,092-square-foot fire station tailored to meet the needs of modern emergency response and public safety services. The facility features integrated office and workspaces, private sleeping quarters, commercial-grade kitchen, day-room/lounge area, fitness center, three pull-through vehicle bays, landscaping and ample parking.

Project Owner Representative: Charlie Bird

- 863-287-8212 (C) / 863-291-6177 (O)
- cbird@mywinterhaven.com
- 490 Third Street NW,
  Winter Haven, FL 33881

Cost: $5,777,979.00

Project completion: March 26, 2025

Change Orders

- CO#1 ($44,661.13)
- CO#2 ($1,123,145.79)
- CO#3 $21,220.27
- CO#4 ($15,000.00)
- CO#5 $8,856.00
- CO#6 $121,819.89
- CO#7 ($26,115.85)

Project Manager: Wayne Mullen

Superintendent: Jim Flemming

TAB 3 Experience, Expertise, Personnel and Technical Resources (continued)

Masterpiece Rd Fire Rescue Station
1695 Masterpiece Rd, Lake Wales FL 33898

Construction of 11,657 square-foot fire rescue station designed for peak performance, offering a spacious apparatus bay, comfortable and functional living quarters with bunk rooms, a full kitchen and dining area, a professional conference room, and purpose-built PPE and decontamination room.

Project Owner Representative: Rob Williams

- 863-344-0661 (C) / 863-534-5568 (O)
- robwilliams@polkfl.gov
- 330 W. Church St,
  Bartow, FL 33830

Cost: $4,899,733.00

Project completion: March 13, 2025

Change Orders

- CO#1 $45,607.00
- CO#2 $40,535.00
- CO#3 $39,050.00
- CO#4 ($3,235.00)
- CO#5 $1,183.60
- CO#6 $7,388.70

Project Manager: John King

Superintendent: Tiger Chapman

TAB 3 Experience, Expertise, Personnel and Technical Resources (continued)

CMAR Polk State College Lakeland Campus, LTB Roof Restoration
3425 Winter Lake Road, Lakeland, FL 33803

Complete Construction Management at Risk services that revitalized and protected the existing roof through premium silicone restoration process. This included implementing all necessary safety measures, expertly preparing the surface, repairing blisters and defects, applying high-performance primer, and installing a high-solids silicone roof coating that meets or exceeds ASTM D6694 standards, achieving a 32-mil dry film thickness. All work performed was in accordance with manufacturer specifications, culminating in a GAF "No Dollar Limit" 15-year warranty.

Project Owner Representative: Robbie Manikis

- 863-669-2925
- rmanikis@polk.edu
- Polk State College 999 Ave H
  NE Winter Haven, FL 33881

Project completion: February 2024

Change Orders:

- CO#1 $34,776.00
- CO#2 $8,640.00

Cost: $408,788.00

Project Manager: Terry Pittman

Superintendent: Terry Pittman

TAB 3 Experience, Expertise, Personnel and Technical Resources (continued)

City of Winter Haven Fire Station #3
6975 Eloise Loop Rd, Winter Haven, FL 33884

Design-build of a 11,800 square-foot fire station to replace an existing temporary structure. It provides a permanent home for a 24-hour fire/rescue squad, staffed by four personnel per shift, along with one response vehicle. The design thoughtfully includes office and workspace accommodations for police and code compliance officers, ensuring a multi-functional public safety building. Key features of the station include individual sleeping quarters, a full equipped kitchen, a day-room fitness area, and three pull through vehicle bays to enhance operational efficiency. Additionally, the site features a small neighborhood park, complete with a playground, picnic facilities, and a dog park, creating a community-friendly environment around this essential public service facility.

Project Owner Representative: Charlie Bird

- 863-287-8212 (C) / 863-291-6177 (O)
- cbird@mywinterhaven.com
- 490 Third Street NW,
  Winter Haven, FL 33881

Cost: $3,323,648.00

Project completion: June 8, 2021

Change Orders:

- CO#1 $151,003.97
- CO#2 ($10,409.75)
- CO#3 $374,453.00
- CO#4 ($805,868.55)
- CO#5 $499,834.00

Project Manager: Wayne Mullen

Superintendent: Jim Flemming

President

RYAN WHITEHEAD
CBC

VP of Construction Operations

WAYNE MULLEN, CGC

VP of Pre-Construction Services

CHRIS SZUCS

Project Manager

TERRY PITTMAN

RYAN WHITEHEAD

Principal

Ryan is a Winter Haven Native with over 30 years of experience in the construction industry. As the third-generation Whitehead to manage the Company, he has been at the helm as President of Whitehead Construction for over 15 years. His day-to-day responsibilities include the following: Develop and execute the company's vision, strategy, and goals. Direct overall business operations and growth initiatives. Oversee budgeting, financial planning, and profitability analysis. Manage financial risks and ensure fiscal responsibility. Cultivate and maintain relationships with clients, stakeholders, and partners. Provide high-level guidance and decision-making throughout the project lifecycle. Lead and motivate senior management and staff, fostering a positive work environment. Streamline operations and implement efficient processes and procedures. Identify and pursue new business opportunities and market expansion. Assess and mitigate risks related to projects, contracts, and business operations.

Project Role:
Principal

Certifications:
Certified Building Contractor CBC1251320

% to This Project
20%

Location:
601 6th Street SW, Winter Haven, FL 33880

Experience:
30+ Years

Years w/Firm
30+ Years

Contact:
863-293-6473

Relevant Experience:

- **City of Winter Haven Sertoma Park Baseball Complex** $3.1 M design-build project renovated the 5 existing baseball fields in the 6-acre park. Improvements consisted of the replacement of all field sod, dugouts, bullpens, scoreboards, fencing, LED lighting, stormwater and drainage corrections, and a trail system that connects to Lake Shipp Park. This project benefits the community for many generations to come.
- **Polk City Hall Complex** Construction of a new 8,519 sf $2.2 M City Hall Complex. The complex housed offices for the Town Manager, Town Clerk, Building Department, Finance Director and Police Department with holding cells. The project also included a Town Meeting Hall and conference rooms.
- **City of Winter Haven Skate Park/Amphitheater** Managed construction of a $1.9 M design-build project, which included a new 17,000 sf skate park and adjacent amphitheater. The skate park included a large flow bowl and a long, linear street course with two levels, along with a new parking lot. The amphitheater included selective demolition of the existing Lake Silver Amphitheater, installation of a new cantilevered shade structure, terraced lawn seating, and handicap-accessible walks.
- **City of Winter Haven Parking Garage** Design-build, Managed construction of an 86,000 sf, $3.2 M, 3-story design-build pre-cast parking garage structure for the City of Winter Haven.
- **City of Winter Haven Fire Station #3** New 11,700 sf $3.4 M design-build fire station and pocket park. The project includes three apparatus bays, bunk rooms, living space, gym, offices and training room. A neighborhood pocket park was also constructed as part of this project, adjacent to the new fire station.
- **City of Winter Haven Chain of Lakes Fieldhouse** Assisted with construction management of a new $26 M field house addition/renovation to the existing Chain of Lakes Complex. The project included a new 58,400 sf multi-use gymnasium space with a second-floor observation area and track, meeting rooms, training and locker rooms, laundry, and storage spaces, concession area, new public fitness/ exercise area, new recreational offices, restroom facilities, and renovated portions of the existing Complex facility.
- **City of Winter Haven Tennis Complex** New $2.7 M design-build tennis center for the City of Winter Haven - including new pro shop/clubhouse with second-floor viewing area, (8) new clay tennis courts, (4) pickleball courts, (1) 10 and under asphalt court and pre-engineered shade structure.
- **20 on 2nd Apartments** Construction of a $3.1 M 20-unit apartment building. The apartment complex consisted of two separate 2-story buildings and a previous concrete parking lot.
- **Bond Clinic Urgent Care** Managed a new $5.8 M design-build 35,800 sf 3-story medical office building.
- **Bok North Campus** Construction of a $7.9 M 2-story 20 state-of-the-art classroom building and adjacent Kitchen & Cafeteria building with adjoining culinary classroom encompassing a total of over 37,500 sf.
- **CSX Intermodal Rail Facility** Managed the design phase and construction of a $2.5 M Intermodal Rail Facility project for CSX in Winter Haven. The design-build project included the construction of new Administration, Crew, Operations and Maintenance buildings. Each building was individually certified as a LEED Silver project.
- **Rain Garden Apartments** Managed the Construction of a $2.2 M 9-unit apartment building. The apartment units consist of approximately 1,600 sf of living space, with a private courtyard and enclosed two-car garage.

Project Role:
VP of Construction Operations

Education:
University of Florida School of Building Construction Graduated with Honors

Certifications:
Certified General Contractor

Florida
CGC1506376

Alabama
BC 50674

Georgia
GCCO006528

LEED AP

30-hour OSHA certified

Eagle Scout

Asst Scout Master Troop 515

Location:
601 6th Street SW, Winter Haven, FL 33880

% to This Project
20%

Years w/Firm
15 Years

Years w/Another Firm
10 Years

Experience:
30+ Years

WAYNE MULLEN LEED AP

VP of Construction Operations

Wayne is a Winter Haven native and has been involved in the construction industry throughout Florida, Georgia and Alabama for over 30 years. He is experienced in all aspects of the construction process, including estimating, value engineering, constructability review, contract administration, development and maintenance of project schedule, submittal review and management, Owner direct purchase, cost control and billing, change order preparation and management, coordination of Owner, Architect and local Municipalities and project closeout. He is also familiar with different project delivery methods, including Construction Management, Construction Management at Risk, Design-Build, and Hard Bid. He will be involved on a day-to-day basis, providing hands-on leadership and assistance to the onsite team as needed.

Relevant Experience:

- City of Winter Haven Fire Station #4, New 13,092 sf and 5,450 sf $6.5 M fire station and maintenance buildings. The project includes three apparatus bays, bunk rooms, living space, gym, offices and training room. A maintenance/storage building was constructed as part of this project, adjacent to the new fire station.
- City of Winter Haven Fire Station #3 Managed construction of a new 11,700 sf $3.4 M design-build fire station and pocket park. The project includes three apparatus bays, bunk rooms, living space, gym, offices and training room. A neighborhood pocket park was also constructed as part of this project, adjacent to the new fire station.
- City of Winter Haven Skate Park/Amphitheater Managed construction of a $1.9 M design-build project, which included a new 17,000 sf skate park and adjacent amphitheater. The skate park included a large flow bowl and a long, linear street course with two levels, along with a new parking lot. The amphitheater included selective demolition of the existing Lake Silver Amphitheater, installation of a new cantilevered shade structure, terraced lawn seating, and handicap-accessible walks.
- City of Winter Haven Chain of Lakes Fieldhouse Assisted with construction management of a new $26 M field house addition/renovation to the existing Chain of Lakes Complex. The project included a new 58,400 sf multi-use gymnasium space with a second-floor observation area and track, meeting rooms, training and locker rooms, laundry, and storage spaces, concession area, new public fitness/ exercise area, new recreational offices, restroom facilities, and renovated portions of the existing Complex facility.
- City of Winter Haven Tennis Complex Managed construction of a new $2.7 M design-build tennis center for the City of Winter Haven - including new pro shop/clubhouse with second-floor viewing area, (8) new clay tennis courts, (4) pickle ball courts, (1) 10 and under asphalt court and pre-engineered shade structure
- City of Winter Haven Parking Garage Design-Build, managed construction of an 86,000 sf $3.2 M 3-story pre-cast parking garage structure for the City of Winter Haven.
- 20 on 2nd Apartments Managed construction of a $3.1 M 20-unit apartment building. The apartment complex consisted of two separate 2-story buildings and a previous concrete parking lot.
- Rain Garden Apartments Managed construction of a $2.2 M 9-unit apartment building. The apartment units consist of approximately 1,600 S.F. of living space, with a private courtyard and enclosed two-car garage.
- Bond Clinic Urgent Care Managed construction of a new $5.8 M design-build 35,800 sf 3-story medical office building.
- CSX Intermodal Rail Facility Involved with the design phase and managed the construction of a $2.5 M Intermodal Rail Facility project for CSX in Winter Haven. The design-build project included the construction of new Administration, Crew, Operations and Maintenance buildings. Each building was individually certified as a LEED Silver project.
- Lost Lake Elementary School Managed construction of a 21,000 sf $3.5 M 2-story classroom addition for Lake County School Board
- Pine Ridge Elementary School Managed construction of a 21,000 sf, $3.5 M 2 2-story classroom addition for Lake County School Board
- Roosevelt Elementary School Managed construction of a 150,000 sf $17 M phased replacement of an existing and occupied elementary school for the Palm Beach County School Board
- Rock Island Elementary & Arthur Ashe Middle School Managed new construction of a 250,000 sf $30 M elementary and middle school for Broward County School Board

CHRIS SZUCS

VP of Pre-Construction Services

Chris has lived in the Winter Haven area since 1986 and has spent the past 26 years with Whitehead Construction. Over the course of his career, he has gained extensive experience across many facets of the construction industry, including roles as a concrete crew member, concrete foreman, superintendent, project coordinator, project manager, and estimator. He also has significant experience with design-build projects, collaborating closely with clients and design teams to deliver efficient, cost-effective solutions. His diverse background and decades of hands-on involvement in every stage of a project give him a comprehensive and masterful understanding of the construction process.

Project Role:
VP of Pre-Construction Services

Location:
601 6th Street SW,
Winter Haven, FL 33880

% to This Project
20%

Years w/Firm
26+ Years

Experience:
26+ Years

Relevant Experience:

- Eye Specialists of Mid Florida, P.A. Managed construction of a new 9,770 sf, $1.3 M medical and retail office complex. Complete medical office buildout of 4,092 sf and (4) future tenant spaces.
- Veterinary Healthcare Associates Specialty & Emergency Hospital Estimated and managed construction of a new 20,157 sf $8.2 M Veterinary Hospital. The building included emergency treatment, ICU, surgical, Imaging, ultrasound, CT, and MRI rooms.
- Huston Chevrolet Design-Build, estimated, and managed the construction of a new 17,054 sf $4.1M automotive dealership. Building included new car sales, offices, service and service bays.
- Tucker Paving Estimated and managed the construction of a new 19,235 sf office and 9,000 sf warehouse $3.6 M facility. The building included offices, training, and conference rooms. The warehouse accommodates indoor storage of material and equipment.
- Newman Tractor Estimated and managed the construction of a new 28,730 sf $2.9 M office and service facility. Building included offices, conference, service, parts, (12) service bays, and (1) paint booth.
- City of Winter Haven Fire Station #4, New 13,092 sf and 5,450 sf $6.5 M fire station and maintenance buildings. The project includes three apparatus bays, bunk rooms, living space, gym, offices and training room. A maintenance/storage building was constructed as part of this project, adjacent to the new fire station.
- City of Winter Haven Tennis Complex New $2.7 M design-build tennis center for the City of Winter Haven - including new pro shop/clubhouse with second-floor viewing area, (8) new clay tennis courts, (4) pickleball courts, (1) 10 and under asphalt court and pre-engineered shade structure.
- Bond Clinic Urgent Care Managed a new $5.8 M design-build 35,800 sf 3-story medical office building.
- City of Winter Haven Chain of Lakes Fieldhouse Assisted with construction management of a new $26 M field house addition/renovation to the existing Chain of Lakes Complex. The project included a new 58,400 sf multi-use gymnasium space with a second-floor observation area and track, meeting rooms, training and locker rooms, laundry, and storage spaces, concession area, new public fitness/ exercise area, new recreational offices, restroom facilities, and renovated portions of the existing Complex facility.

Project Role:
Project Manager

Education:
Bachelors of Public Administration; Masters of Business Administration; PhD, Organizational Management

Certifications:
Certified Building Contractor
CBC1268034

Certified Public Manager

Certified NPDES Inspector

% to This Project
100%

Years w/Firm
10+ Years

Experience:
45+ Years

TERRY PITTMAN

Project Manager

With 45 years of construction experience, including 15 years in the local government sector, Terry has directed, managed, and constructed over $150 million worth of capital improvement projects. His extensive experience encompasses grant-funded and multi-year budgeted projects, and he is proficient in various construction delivery methods, including Construction Management at Risk. As a strong collaborator, Terry has an emphasis on Stakeholder Team Development. He holds a PhD in Management with a specialization in leadership and is a Certified Public Manager and Certified Building Contractor. Additionally, Terry has served as a City Commissioner for the City of Eagle Lake, where he is a third-generation resident and a second-generation city employee.

Primary Project Function:

- Direct, manage, and oversee all aspects of the on-site construction activities as a Total Asset Management project
- Management of construction budget, overall project schedule, and project phasing
- Review submittals and shop drawings
- Provide weekly project Summary Reports and monthly Project Status Reports to City Manager
- Attend County Commission Meetings as needed
- Manage and direct assigned Project Superintendent
- Serve as on-site liaison for guided construction progress tours

Relevant Experience:

- City of Winter Haven Sertoma Park Baseball Complex $3.1 M design-build project renovated the 5 existing baseball fields in the 6-acre park. Improvements consisted of the replacement of all field sod, dugouts, bullpens, scoreboards, fencing, LED lighting, stormwater and drainage corrections, and a trail system that connects to Lake Shipp Park. This project benefits the community for many generations to come.
- City of Winter Haven Tennis Complex Supervised construction of a new $2.7 M design-build tennis center for the City of Winter Haven - including new pro shop/clubhouse with second-floor viewing area, (8) new clay tennis courts, (4) pickleball courts, (1) 10 and under asphalt court and pre-engineered shade structure
- City of Winter Haven Fire Station #3 Supervised construction of a new 11,700 sf $3.4 M design-build fire station and pocket park. The project includes three apparatus bays, bunk rooms, living space, gym, offices and training room. A neighborhood pocket park was also constructed as part of this project, adjacent to the new fire station.
- CSX Intermodal Rail Facility Supervised construction of a $2.5 M Intermodal Rail Facility project for CSX in Winter Haven. The design-build project included the construction of new Administration, Crew, Operations and Maintenance buildings. Each building was individually certified as a LEED Silver project.

TAB 4 Scheduling and Cost Control

a) Description of computer-generated schedules for the management of construction:

- All schedules are prepared "in-house" by Whitehead Construction's own project staff.
- Outside consultants are never required or used for scheduling.
- Whitehead Construction uses and provides computer-generated schedules on all its projects.
- These schedules include all phases of the project from preconstruction & design through construction, project closeout, and warranty phases.
- The latest version of *Primavera P6 Project Manager* is utilized to develop, maintain and update project schedules at all stages of construction. Schedules are updated on a daily basis by project team.
- Utilize subcontractor input throughout the project to ensure the accuracy of scheduled durations and logic for various components of the work. During the bidding and pre-construction phase, pre-bid meetings are held to determine project durations, particularly on items that may be long-lead procurement.

b) Description of methods for managing the processing of drawings, means and methods for managing and responding to requests for information (RFI's) and Architect's Supplemental Instructions (ASI's):

- Various software programs will be implemented to assist the staff in managing the project, including Procore, which is a document control software used to track submittals, shop drawings and RFI's, aid with cost control, and prepare meeting minutes.
- Several other tools are also used by our operations team, such as material expediting and submittal schedules, which track material submittals, approval, fabrication, and delivery to ensure critical items are delivered when they are needed and don't impact the construction schedule.
- Purchasing schedules are also used to track buy-out of the project and ensure the critical subcontractors, such as site, civil, and MEP, are contracted in a timely manner.

c) Approach to project scheduling and coordination of subcontractors:

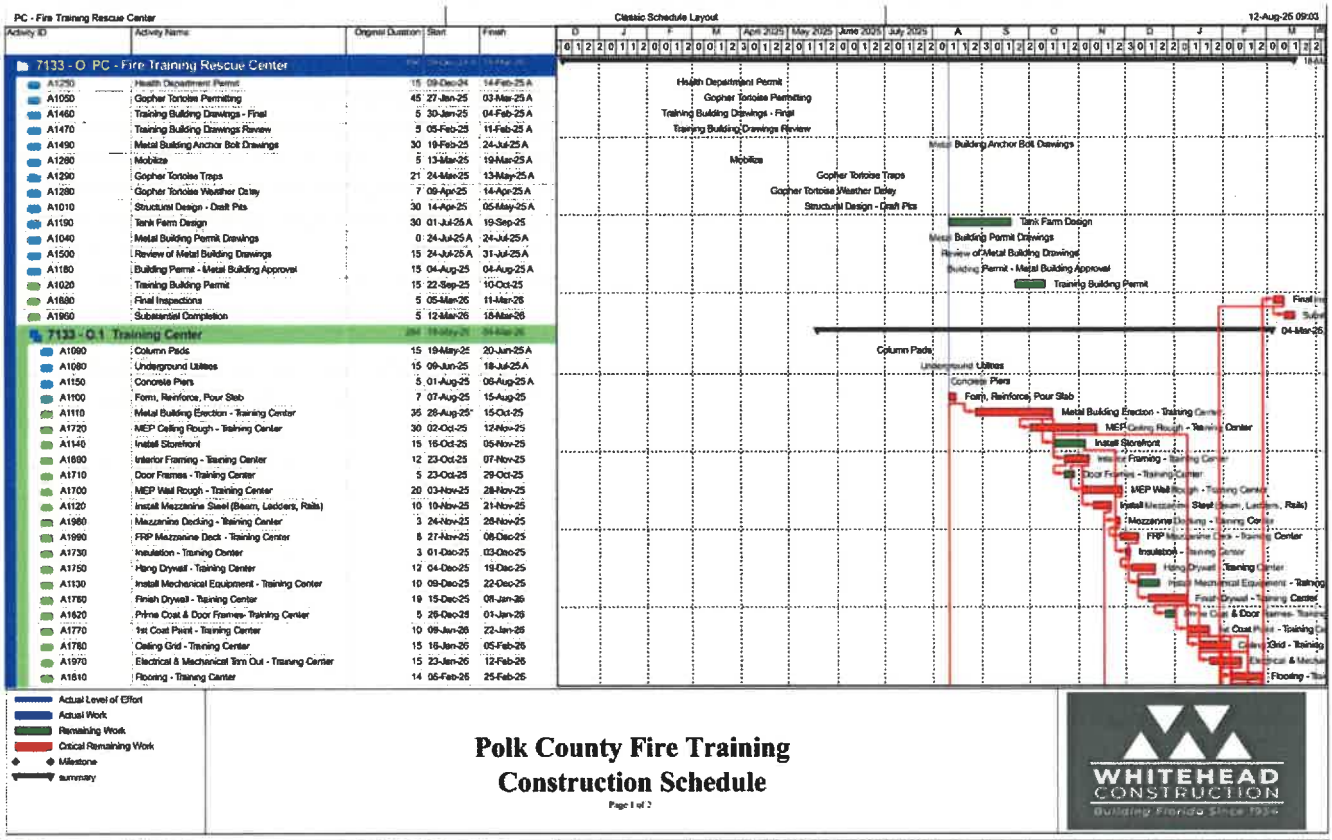
- Focus on creating a realistic, detailed plan for the entire project and actively managing it to ensure that all parties work in alignment with the project's goals.
- Preparing a comprehensive master project schedule during pre-construction, incorporating design milestones, permitting timelines, procurement activities, and construction phases.
- Use of pre-mobilization meetings with subcontractors to clarify scope, schedule expectations, and site logistics for each trade.
- Maintaining a daily presence on site to oversee work.
- Provide timely resolution of design clarifications and field changes to prevent schedule disruption.

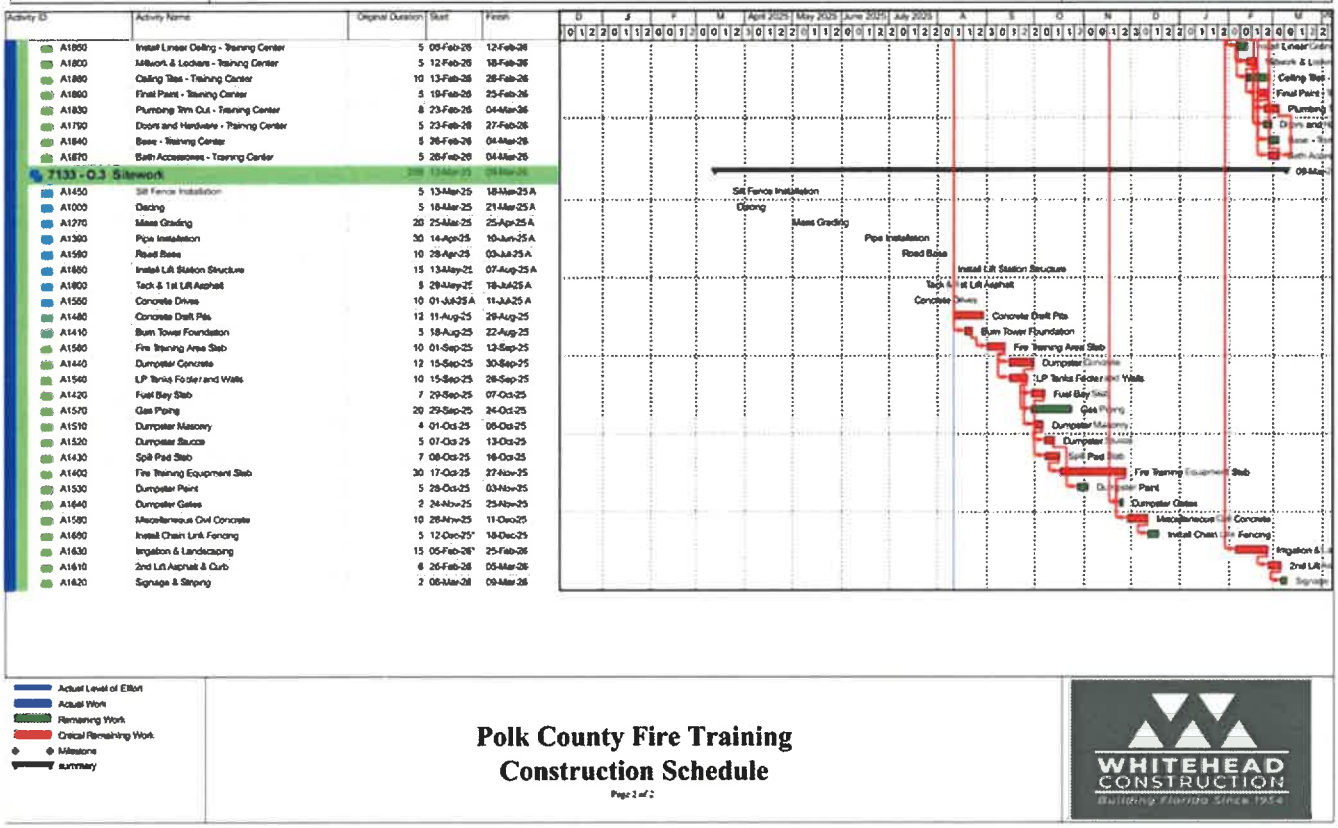
d) Method for holding projects within budget:

- Application of a combination of accurate early budgeting, continuous cost monitoring, and strategic decision-making to protect the owner's financial objectives.
- Establishing a detailed initial budget during pre-construction.
- Maintain a detailed cost log that tracks committed costs, actual expenditures, pending changes, and remaining budget.
- Review change requests for necessity, cost reasonableness, and impact on other scopes.
- Continuously evaluate materials, systems, and construction methods for opportunities to achieve the same or better performance at lower cost.
- Use competitive bidding for all trades and major purchases to ensure best pricing.

TAB 4 Scheduling and Cost Control (continued)

e) Sample schedule





TAB 4 Scheduling and Cost Control (continued)

f) Sample of Cost Control Report

		Original Estimate	Approved Changes	Total Estimate	Total Committed	Remaining To Commit	JTD Costs	Budget Variance
	GENERAL CONDITIONS							
01-0010	PAY/PERFORMANCE BOND	101,664		101,664		101,664	104,118	2,454-
01-0020	INSURANCE	125,000		125,000		125,000		125,000
01-0045	CIVIL ENGINEER	5,000	37,600	42,600	36,600	6,000	36,600	6,000
01-0116	CONTINGENCY	144,767		144,767		144,767		144,767
01-0190	PROJECT MANAGER	119,000	6,000	125,000		119,000	63,800	55,200
01-0105	ESTIMATING	10,000		10,000		10,000		10,000
01-0121	JOBSITE SUPERINTENDENT	130,000		130,000		130,000	57,685	72,315
01-0130	SELF PERFORM LABOR	3,841	701	4,560		4,560	7,407	2,847-
01-0211	COMPUTERS & SOFTWARE	5,000		5,000		5,000		5,000
01-0303	BLUEPRINTS	2,500		2,500		2,500		2,500
01-0130	LEGAL FEES	5,000		5,000		5,000		5,000
01-0306	CONCRETE TESTING	30,000		30,000	26,028	3,792	4,072	25,928
01-0101	TEMP WATER INSTALL & MONT	6,000		6,000		6,000	3,283	2,717
01-0109	TEMP POWER INSTALL & MON	7,800		7,800		7,800	893	6,908
01-0133	TELEPHONE CHARGES	3,600		3,600		3,600		3,600
01-0213	TRAILER RENTALS	24,600		24,600	1,161	23,439	10,165	14,436
01-0216	SAFETY & FIRST AID	1,000		1,000		1,000		1,000
01-0219	TEMP TOILETS	5,400		5,400	353	5,047	4,991	409
01-0400	EQUIPMENT RENTAL	20,000		20,000		20,000	18,999	1,001
01-0510	TRAVEL & LODGING & FUEL	30,000		30,000		30,000		30,000
01-0513	JOB SIGN	2,000		2,000		2,000	201	1,799
01-7410	DUMPSTER CHARGES	11,700		11,700	375	11,325	5,904	5,796
01-7419	CLEAN UP GENERAL	5,000		5,000		5,000		5,000
01-7420	FINAL CLEAN	5,000		5,000		5,000		5,000

		Original Estimate	Approved Changes	Total Estimate	Total Committed	Remaining To Commit	JTD Costs	Budget Variance
	GENERAL CONDITIONS							
01-0010	PAY/PERFORMANCE BOND	41,000		41,000		40,000	41,599	1,599-
01-0020	INSURANCE	40,000	15	40,015		40,015		40,015
01-0116	CONTINGENCY	5,000		5,000		5,000	2,710	2,290
01-0117	OWNER CONTINGENCY	113,269	107,930-	5,339		5,339		5,339
01-0190	PROJECT MANAGER	60,000		60,000		60,000	5,090	54,910
01-0120	JOBSITE SUPERINTENDENT	60,000		60,000		60,000	90,451	30,451-
01-0130	SELF PERFORM LABOR	107,995	2,001	109,995		109,995	82,482	27,513
01-0211	COMPUTERS & SOFTWARE	2,000		2,000		2,000		2,000
01-0303	BLUEPRINTS	1,000		1,000		1,000		1,000
01-0130	LEGAL FEES	500		500		500		500
01-0306	CONCRETE TESTING	3,000		3,000		3,000		3,000
01-0109	TEMP POWER INSTALL & MON	2,500		2,500		2,500	5,209	2,709-
01-0133	TELEPHONE CHARGES	2,000		2,000		2,000	992	1,008
01-0213	TRAILER RENTALS	5,500		5,500		5,500	10,921	4,421-
01-0216	SAFETY & FIRST AID	300		300		300		300
01-0219	TEMP TOILETS	1,700		1,700		1,700	2,024	324-
01-0400	EQUIPMENT RENTAL	6,500		6,500		6,500	3,526	2,974
01-0510	TRAVELING & LODGING & FU	17,900		17,900		17,900		17,900
01-0513	JOB SIGN	500		500		500		500
01-7410	DUMPSTER CHARGES	7,200		7,200		7,200	4,716	2,484
01-7419	CLEAN UP GENERAL	1,500		1,500		1,500		1,500
01-7420	FINAL CLEAN	5,500		5,500	2,519	981	2,870	630
01-7714	FINAL CLOSEOUT	378,420		378,420		378,420		378,420

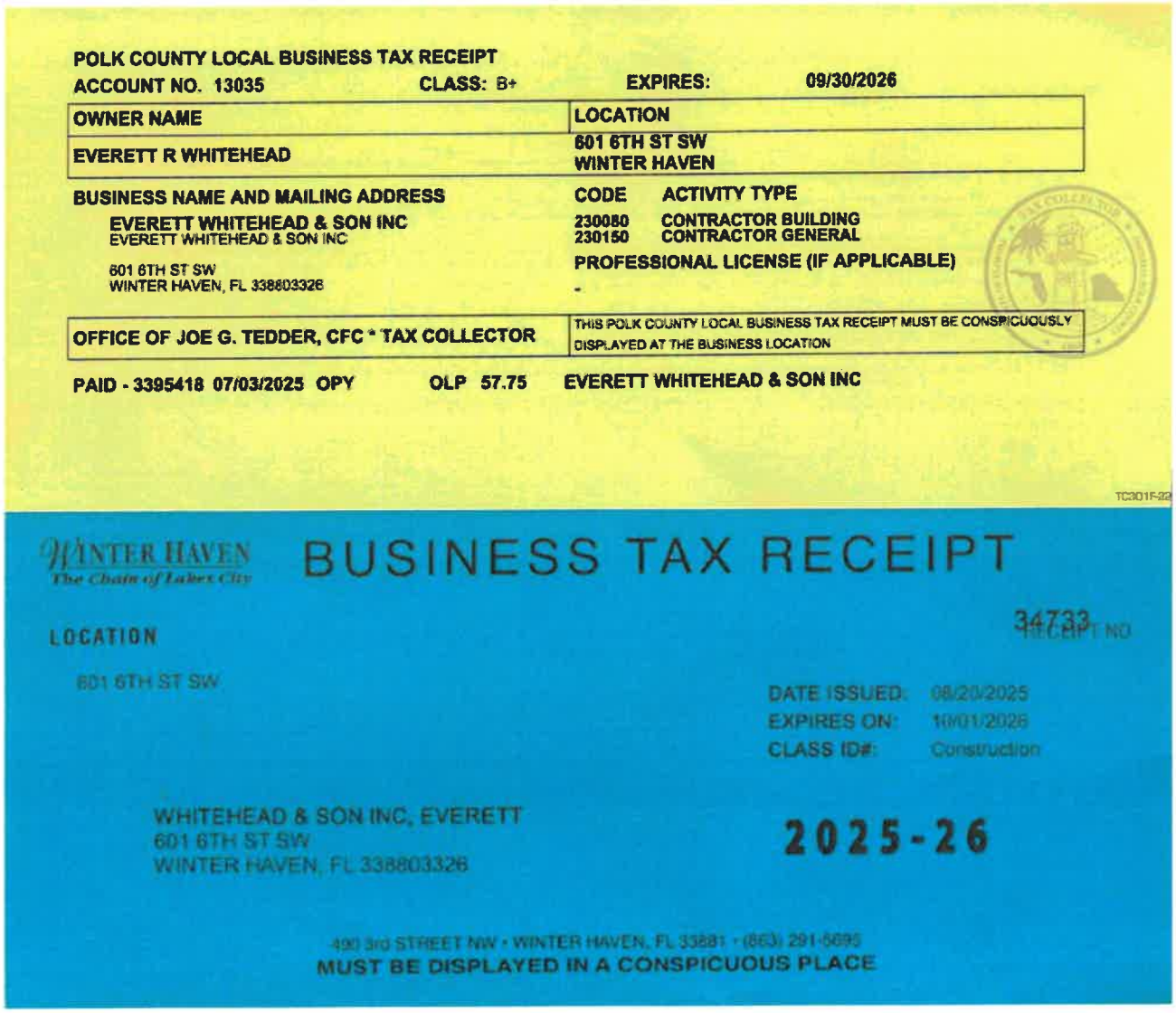
g) Approach to project as it relates to cost control for items outside of the "cost of work" (preconstruction phase services, general conditions, CM fee and bond, fee percentages):

Zeroing in on transparency, accuracy, and proactive management to ensure the owner receives maximum value for every dollar spent, including:

- Detailed proposal outlining scope, deliverables, and associated costs for preconstruction services prior to beginning work.
- Maximizing efficiency during this phase by leveraging technology (Procore, Primavera, Bluebeam) to reduce time and cost.
- Developing a detailed general conditions budget based on the approved construction schedule, staffing requirements, and project logistics plan.
- Clearly defining the CM fee structure during contract negotiations to avoid misunderstandings.
- Tracking bond costs separately for accurate reporting and potential refunds if contract amounts are reduced
- Pre-construction 1-1.5%, General Conditions 6-6.5%, CM fee 5-7%, Bond 1-1.5%

TAB 5 We *are* a "Polk County Entity"

- Documentation of the Proposer's headquarters:



POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 13035 CLASS: B+ EXPIRES: 09/30/2026

OWNER NAME	LOCATION
EVERETT R WHITEHEAD	601 6TH ST SW WINTER HAVEN

BUSINESS NAME AND MAILING ADDRESS

EVERETT WHITEHEAD & SON INC
EVERETT WHITEHEAD & SON INC

601 6TH ST SW
WINTER HAVEN, FL 338803326

CODE ACTIVITY TYPE

230080 CONTRACTOR BUILDING
230150 CONTRACTOR GENERAL

PROFESSIONAL LICENSE (IF APPLICABLE)

-

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3395418 07/03/2025 OPY OLP 57.75 EVERETT WHITEHEAD & SON INC

TC301F-22

WINTER HAVEN
The Chain of Lakes City

BUSINESS TAX RECEIPT

LOCATION

601 6TH ST SW

34733
RECEIPT NO

DATE ISSUED: 08/20/2025
EXPIRES ON: 10/01/2026
CLASS ID#: Construction

WHITEHEAD & SON INC, EVERETT
601 6TH ST SW
WINTER HAVEN, FL 338803326

2025-26

490 3rd STREET NW • WINTER HAVEN, FL 33881 • (863) 291-5095
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

- Amount of time the firm has been located at the local office: 30+ years
- Number of employees at the local office: 41

TAB 6 We are *not* a "Certified Woman or Minority Business Enterprise"

WMBE Solicitation Process

As part of our commitment to supplier diversity and inclusion, we actively seek participation from Women and Minority Business Enterprises (WMBEs) in all phases of our procurement process. Our approach to soliciting bids from WMBE firms includes the following key practices:

1. Outreach and Engagement:
We proactively identify and engage WMBE firms through directories, business development agencies, and community networks.

2. Inclusive Bid Lists:
WMBE firms are included in our bidder lists for all relevant scopes of work. We make a concerted effort to include a diverse pool of vendors and subcontractors at the earliest stages of the procurement process.

3. Technical Assistance:
We offer guidance and clarification to WMBE firms to help navigate bid requirements and submission procedures, ensuring they have a fair opportunity to compete.

4. Good Faith Efforts:
When direct WMBE participation is not feasible, we document and demonstrate good faith efforts to solicit and negotiate with WMBE firms, in accordance with applicable regulations and best practices.

TAB 7 Timely Completions of Projects

Whitehead Construction's workload consists of a balanced portfolio of active projects that are appropriately staffed and scheduled to ensure timely delivery without compromising quality or safety. Work is distributed across dedicated project teams, allowing each project to receive consistent management, supervision, and field resources.

Our projected workload over the next 12 months has been carefully evaluated and aligns with available personnel, equipment, and subcontractor capacity. Based on anticipated project awards and completion timelines, we have sufficient availability to absorb additional work while maintaining performance standards and meeting all contractual obligations.

Day-to-day, we are fully capable of managing all aspects of the scope of services described herein. This includes preconstruction planning, scheduling, budgeting, procurement, subcontractor coordination, quality control, safety oversight, and closeout activities. Our preconstruction team is comprised of experienced estimators, project managers, and schedulers who collaborate early in the process to provide accurate budgeting, constructability reviews, and value-driven solutions. Their proactive approach ensures scope alignment, cost certainty, and informed decision-making from concept through construction. Each project is supported by an experienced project manager, superintendent, and administrative staff, ensuring continuous oversight and responsiveness. Field operations are staffed to support concurrent activities, while office personnel provide ongoing support for documentation, cost control and communication.

Our organizational structure, workforce depth, and proactive workload planning ensure the capacity to effectively execute the full scope of services for this project while continuing to successfully manage existing and future commitments.

TAB 8 Surveys of Past Performance

RFP 26-055 Construction Manager at Risk Smith Lane Joint-Use Fire Rescue Station

Survey Questionnaire – Polk County

~~RFP 25-544, Construction Manager at Risk Continuing Services~~

To: Charlie Bird (Name of Person completing survey)

City of Winter Haven (Name of Client Company/Consultant)

Phone Number: 863-287-8212 Email: cbird@mywinterhaven.com

Subject: Past Performance Survey of Similar work:

Project name: City of Winter Haven Fire Station #4

Name of Vendor being surveyed: Everett Whitehead & Son, Inc. dba Whitehead Construction

Cost of Services: Original Cost: $6,835,006 Ending Cost: $5,777,979

Contract Start Date: January 24, 2024 Contract End Date: March 26, 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	8
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Charlie Bird

Signature of Evaluator: [signature]

Please fax or email the completed survey to: whitney@whiteheadconstruction.com

TAB 8 Surveys of Past Performance (continued)

Survey Questionnaire – Polk County

RFP 26-055, Construction Manager at Risk – Smith Lane Joint-Use Fire Rescue Station

To: Rob Williams (Name of Person completing survey)

Polk County, a Political Subdivision of the State of Florida (Name of Client Company/Contractor

Phone Number: 863-534-5568 (O) / 863-344-0661 (C) Email: robwilliams@polkfl.gov

Total Annual Budget of Entity $3.4 Billion

Subject: Past Performance Survey of Similar work:

Project name: Masterpiece Rd Fire Rescue Station

Name of Vendor being surveyed: Everett Whitehead & Son, Inc. dba Whitehead Construction

Cost of Services: Original Cost: $5,007,664 Ending Cost: 4,899,733

Contract Start Date: August 22, 2023 Contract End Date: March 13, 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Rob Williams

Signature of Evaluator: Rob Williams

Please fax or email the completed survey to: whitney@whiteheadconstruction.com

RFP 26-055, Construction Manager at Risk - Smith Lane Joint-Use Fire Rescue Station

Survey Questionnaire – Polk County

~~RFP 25-544, Construction Manager at Risk Continuing Services~~

To: Robbie Manikis, Planning and Construction Manager (Name of Person completing survey)

Polk State College (Name of Client Company/Consultant)

Phone Number: 863-669-2925 Email: rmanikis@polk.edu

Subject: Past Performance Survey of Similar work:

Project name: Polk State College Lakeland Campus, LTB Roof Restoration

Name of Vendor being surveyed: Everett Whitehead & Son, Inc. dba Whitehead Construction

Cost of Services: Original Cost: $388,981 Ending Cost: $408,788

Contract Start Date: November 2023 Contract End Date: February 2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Robbie Manikis

Signature of Evaluator: [signature]

Please fax or email the completed survey to: whitney@whiteheadconstruction.com

TAB 8 Surveys of Past Performance (continued)

Survey Questionnaire – Polk County

RFP 26-055, Construction Manager at Risk – Smith Lane Joint-Use Fire Rescue Station

To: Charlie Bird (Name of Person completing survey)

City of Winter Haven (Name of Client Company/Contractor

Phone Number: 863-291-6177 (O) / 863-287-8212 (C) Email: cbird@mywinterhaven.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: City of Winter Haven Fire Station #3

Name of Vendor being surveyed: Everett Whitehead & Son, Inc. dba Whitehead Construction

Cost of Services: Original Cost: $3,114,635 Ending Cost: $3,323,648

Contract Start Date: July 22, 2019 Contract End Date: June 8, 2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Charlie Bird

Signature of Evaluator: Charles C Bird

Please fax or email the completed survey to: whitney@whiteheadconstruction.com

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Everett Whitehead & Son, Inc.

DBA/Fictitious Name (if applicable): Whitehead Construction

TIN #: 59-1394761

Address: 601 6th ST SW

City: Winter Haven

State: Florida

Zip Code: 33880

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Ryan Whitehead

Phone Number: 863-293-6473

Cell Phone Number: 863-287-5985

Email Address: ryan@whiteheadconstruction.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☑ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: S - corporation

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

EVERETT WHITEHEAD & SON, INC

2 Business name/disregarded entity name, if different from above.

DBA WHITEHEAD CONSTRUCTION

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

601 6TH ST SW

6 City, state, and ZIP code

WINTER HAVEN, FL 33880

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	3	9	4	7	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 5/7/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Everett Whitehead & Son, Inc. dba Whitehead Construction

Signature: E. Ryan Whitehead

Title: President

Date: 12/31/2025

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 31st day of December, 2025, by E. Ryan Whitehead (*name*) as President (*title of officer*) of Everett Whitehead & Son, Inc. dba Whitehead Construction (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature:

Printed Name of Notary Public: Natasha Michele Parker

Notary Commission Number and Expiration: HH398947 06/21/2027

(AFFIX NOTARY SEAL)

NATASHA MICHELE PARKER
MY COMMISSION # HH 398947
EXPIRES: June 21, 2027

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 26-055, Construction Manager at Risk – Smith Lane Joint-Use Fire Rescue Station

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 31st day of December, 2025

ATTEST:

By: _____

PRINTED NAME: Whitney Palmer

Its: Estimating Assistant

CONTRACTOR:

By: _____

PRINTED NAME: E. Ryan Whitehead

Its: President

December 23, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 26-055, Construction Manager at Risk (CMAR) – Smith Lane Joint-Use Fire Rescue Station

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:

Printed Name: E. Ryan Whitehead

Title: President

Company: Everett Whitehead & Son Inc. dba Whitehead Construction

Agenda Item R.13. 3/3/2026

SUBJECT

Approve cooperative FuelMaster software agreement with Syn-Tech Systems, Inc. ($150,000 estimated annual expense)

DESCRIPTION

The Fleet Management Division currently utilizes Syn-Tech Systems FuelMaster software to automate, secure and monitor the County's 12 fuel sites' inventory and fleet transactions in real-time. The software provides detailed fuel usage reporting, prevents unauthorized access, and tracks tank levels.

The attached piggyback agreement will enable Fleet Management to continue to use the software through November 18, 2031.

The County belongs to the Sourcewell Cooperative, which has enabled us to piggyback the agreement that was solicited on behalf of the cooperative. Sourcewell solicited Request for Proposal (#081524), resulting in an agreement with Syn-Tech Systems.

There are no local vendors that provide these services.

RECOMMENDATION

Approve cooperative agreement with Syn-Tech Systems, Inc. to use their FuelMaster software. ($150,000 estimated annual expense)

FISCAL IMPACT

Funding is available within Fleet Maintenance Fund.

CONTACT INFORMATION

Mike Baselice

Procurement Analyst

(863) 534-6724

mikebaselice@polkfl.gov

PIGGYBACK AGREEMENT FOR ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE, SOFTWARE, AND SERVICES

THIS PIGGYBACK AGREEMENT (the "Agreement") is entered into as of the Effective Date defined in Section 3A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Syn-Tech Systems, Inc. (the "Vendor"), a Florida corporation, 100 Four Points Way, Tallahassee, FL 32305, and whose Federal Employer Identification Number is 59-2862052.

WHEREAS, the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

WHEREAS, the County requires the services of a vendor who can provide aboveground fuel and fluid storage hardware, software, and services; and

WHEREAS, the Vendor has contracted through Sourcewell to provide aboveground fuel and fluid storage hardware, software, and services pursuant to that certain Contract No. 081524-SYS dated as of November 20, 2024, (the "Sourcewell Agreement") which those parties entered into upon and through Sourcewell's award of RFP 081524 to the Vendor for aboveground fuel and fluid storage hardware, software, and services; and

WHEREAS, the County and the Vendor have determined that the Sourcewell Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.

2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Sourcewell Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of Sourcewell thereunder. A true and correct copy of the Sourcewell Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Sourcewell Agreement, then the terms, conditions, and provisions of this Agreement shall control.

3. **Services To Be Performed By Vendor.**

3.1 The County does hereby retain the Vendor to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the Region 4 ESC Agreement, to include all attachments and addenda, and (ii) the Vendor's submittal thereto (collectively, (i) and (ii) are "Region 4 ESC Agreement"), both of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made a part of this Agreement. For purposes of this Agreement, a "Project" shall be defined as Services required by the County and performed by the Vendor, whether planned with advance notice, each as further set forth and described below.

3.2 Planned Projects.

3.2.1 When the County requires the Vendor to perform Services for a planned Project, the County, by the Division Director or their Designee, will issue a Work Authorization to the Vendor stating the specific scope of services, time schedule, and a maximum limit of compensation based on the discount rates and labor rates listed in Exhibit "B" for the planned Project, and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: (1) specific scope of services, (2)

maximum amount of compensation, (3) Project schedule, (4) liquidated damages (if applicable), (5) Public Construction Bond (if applicable). Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

3.2.2 Planned Work Authorizations greater than $100,000 shall be approved by the County Manager or designee prior to a purchase order being issued for the services. These Work Authorizations must also include a history of cumulative spend for all prior work authorizations executed under this Agreement.

3.2.3 The Vendor is not authorized to undertake any planned Project without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

3.3 Non-Exclusive Provider. The Vendor recognizes and acknowledges that the County may employ several different vendors to perform the same or similar Services for the County and that the Vendor has not been employed as the exclusive agent to perform any such Services.

3.4 Work Authorizations Valid After Agreement Expiration. When the Vendor and the County enter into a Work Authorization for any Project where the term of the Work Authorization expires on a date that is later than the date that the Agreement expires, the Vendor and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Work Authorization have been performed. Cancellation by the County of any remaining services prior to the Vendor's full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.5 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.5 When the Vendor and the County enter into a Warranty, as provided and further described in Exhibit A ("Warranty") where the term of the Warranty expires on a date that is later than the date that this Agreement expires, the Vendor and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Warranty have been performed.

4. Compensation.

4.1 In consideration for its providing the Products and Services, the County shall pay the Vendor the current retail price, the discounted price, the negotiated or quoted amount for a Special Part, or the BPI Labor Rate discounted price found in Exhibit "B" which is attached hereto and made a part of this Agreement (the "Fee Schedule").

4.2 Compensation for additional services may be negotiated as a not-to-exceed price or a lump sum amount on a per-project basis, on each individual WO.

4.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices for payment must reference this Agreement, corresponding purchase order number and shall be delivered, as applicable based on the particular project.

4.4 All the Vendor's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

4.5 The Vendor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to the appropriate User Division.

4.6 The Vendor will clearly state "Final Invoice" on the Vendor's final/last billing for the Services rendered to the County. The Vendor's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Vendor hereby waives any charges not properly included on its Final Invoice.

4.7 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Vendor's performance of the Service or the County's acceptance of any work.

4.8 The Vendor's project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of all charges stated in each invoice.

5. Supplemental Terms and Conditions. The terms and conditions of the Sourcewell Agreement are hereby modified or supplemented, as follows:

A. Term. The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 5.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Sourcewell Agreement (it being acknowledged and understood that the latest possible termination date for the Sourcewell Agreement, with all renewal options exercised, is November 18, 2031); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.

B. Insurance. The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any

one occurrence, including the following coverages:
Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Cyber Liability. $1,000,000 combined single limit of liability. Policy shall include, but not limited to, coverage for computer or network systems attacks, denial or loss of service, introduction, implantation or spread of malicious software code, unauthorized access and use of computer systems. Policy shall also include coverage for collection, theft, loss or disclosure of confidential information and data, to include personal and medical data.

C. Indemnity. Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

D. Force Majeure. Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces

which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

E. Default and Remedy. If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not yet been paid.

F. Attorneys' Fees and Costs. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

G. Dispute Resolution. Notwithstanding anything in the Sourcewell Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

H. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

I. Governing Law. This Agreement shall be governed in all respects by the

Laws of the State of Florida, without regard to conflicts of the laws principles.

J. **Venue.** Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

K. **Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County:	Polk County Fleet Management Division Attention: Fleet Management Director 2490 Bob Phillips Road Bartow, FL 33831
If to Vendor:	Syn-Tech Systems, Inc. Attention: General Manager 100 Four Points Way Tallahassee, FL 32305

L. **Non-exclusive Agreement.** This Agreement does not grant the Vendor the exclusive right to provide the County aboveground fuel and fluid storage hardware, software, and services during the Agreement term. The County may utilize its own personnel to perform such services or it may employ other vendors or contractors to provide such services.

M. **Public Records Law.**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET

N. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section

215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

O. No Construction Against Drafter The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

P. Public Entity Crimes. The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

Q. Unauthorized Alien(s)

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of

Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

R. Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

S. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
Martha Santiago, Ed.D., Chair
Board of County Commissioners

Date Signed By County_____

Reviewed as to form and legal sufficiency:

Noah Wilson 1/12/2026
County Attorney's Office Date

ATTEST:

By:_____
Corporate Secretary

_____
[Print Name]

Date:_____

Syn-Tech Systems, Inc.,
a Florida corporation

By:_____

_____
[Print Name]

_____
[Title]
Date:_____

SEAL

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of officer or agent) as _____(title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

_____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: PB 26-105, (Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services)

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title:

_____

Date:

_____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____(Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

_____

NONGOVERNMENTAL ENTITY

_____

SIGNATURE

_____

PRINT NAME

_____

TITLE

_____

DATE

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: PB 26-105, (Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services)

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:	**CONTRACTOR:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

MASTER AGREEMENT #081524
CATEGORY: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services
SUPPLIER: Syn-Tech Systems, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Syn-Tech Systems, Inc., 100 Four Points Way, Tallahassee, FL 32305 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 18, 2028, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 081524 to Participating Entities. In Scope solutions include: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services including, but not limited to:

   A. Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids;

   B. Mobile fuel, fluid, and gas storage solutions;

   C. Hardware related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. and b. above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories;

   D. Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. - c. above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed; and,

   E. Services related to the solutions described in subsections 1.a. – d. above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

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conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

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contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

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certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

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ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

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authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

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2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/20/2024 | 11:22 AM CST

Syn-Tech Systems, Inc.

DocuSigned by:
AB55BF7F027D4AF...

By: _____

Chad Smith

Title: Director of Purchasing

Date: 11/20/2024 | 11:12 AM CST

RFP 081524 - Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

Vendor Details

Company Name:	SYN-TECH SYSTEMS, INC
Does your company conduct business under any other name? If yes, please state:	Florida
Address:	100 Four Points Way Tallahassee Tallahassee, Florida 32305
Contact:	Sara Halpin
Email:	Sara.halpin@myfuelmaster.com
Phone:	800-888-9136 1340
Fax:	800-888-9136
HST#:	

Submission Details

Created On:	Tuesday July 16, 2024 09:10:05
Submitted On:	Thursday August 15, 2024 12:12:31
Submitted By:	Shane Smith
Email:	Shane.Smith@myfuelmaster.com
Transaction #:	85dfdefa-0970-4eb1-b25a-2944f1187485
Submitter's IP Address:	63.148.217.19

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Syn-Tech Systems, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	56672	*
5	Provide your NAICS code applicable to Solutions proposed.	334514	
6	Proposer Physical Address:	100 Four Points Way Tallahassee, FL 32305	*
7	Proposer website address (or addresses):	www.myfuelmaster.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	D. Shane Smith Vice President, Sales & Marketing shane.smith@myfuelmaster.com 850-878-2558 x1003	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sara Dunlap Fletcher Marketing/Operations Manager sara.dunlap@myfuelmaster.com 850-878-2558 x1311	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dave Landoch Regional Sales Director Dave.Landoch@myfuelmaster.com 303-345-3046	

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Syn-Tech Systems (STS) was formed in 1989 to purchase its predecessor company HCI Inc. which had pioneered the deployment of the Automated Fuels Accounting System for the U.S. Air Force beginning in 1979. Its overwhelming success led to entry into the commercial market in 1987 by successfully responding to an RFP issued by North Carolina DOT. Today the company supplies 28 State DOT's among its 9,000 customers. Its reputation as the premier supplier in its market segment is evidenced by its ability to acquire, maintain, and satisfy its customers over many decades. The achievements of Syntech and its success in its market space is fostered by SEVEN core values listed in the EMPLOYEE HANDBOOK. A brief explanation of each is as follows: 1. The company exists to SERVE its customers exceptional value and if successful entitled to a REASONABLE (not excessive) profit. 2. The company is based around successful LONG-TERM relationships with its customers. 3. The company is based around successful LONG-TERM relationships with its employees, vendors, and professionals. 4. All personnel must understand the value of HONEST and ETHICAL dealings with all entities and the need to establish and maintain TRUST in all relationships. 5. The company strives for long-term financial stability but must effectively manage itself such that ANNUAL FINANCIAL LOSSES are not incurred. (Income Statement) 6. The company must maintain a strong FINANCIAL CONDITION such that it can overcome unexpected financial stress. (Balance Sheet) (COVID-19 example) 7. The company and all its employees, agents, and associates understand the destructive nature of ARROGANCE/SELF IMPORTANCE and the effort to recognize and eliminate this behavior.	*
12	What are your company's expectations in the event of an award?	Syntech (STS) was first awarded a National Joint Powers Alliance (NJPA) contract in 2011 and has been extraordinarily successful in serving the Sourcewell Governmental client base. This success is reflected in the following statistics: 1. Since its inception in 2011 STS has delivered over $20 million in goods & services to Sourcewell member agencies through over 3,500 transactions. 2. STS estimates the above include approximately 700 individual Sourcewell end-users with this increasing by about 130-150 per year. 3. With a customer base of over 9,000, many of which are member agencies, the potential to assist them with acquiring the latest technology (FMLive) is substantial.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	Syntech has had outstanding operational and financial success through its 30 years of existence. This is demonstrated by the following facts: • The company has never incurred an annual financial loss in its 30 year history. • The company enjoys a very high credit rating score (either a AAAA1 or AAAA2) as rated by Dun & Bradstreet • The company has over 9,000 current customers and has installed over 22,000+ Island Computer Systems. • The company has an independent audit performed by PricewaterhouseCoopers for 30 consecutive years with no audit qualifications. • The company has accumulated net worth of $19,821,789 thru 12/31/2023, and has extinguished all long-term debt.	*
14	What is your US market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~35%. In the Passive Island Controller Systems (AIM) this is estimated to be ~76% and among Real Time Cloud Support is believed to be over 80%.	*
15	What is your Canadian market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~22%. In the Passive Island Control Systems (AIM) this is estimated to be ~40%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Syntech has never petitioned for bankruptcy protection.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Syntech is best described as an Engineering Development & manufacturing enterprise. Syntech is unique to its market segment by employing a large direct sales force to assist distributors and accurately communicate directly with end users of our products. Due to the highly technical nature of the products, this results in a much better customer understanding of the products and their benefits, and how to be successful using them. This approach consistently leads to an exceedingly high Customer Satisfaction Index of around 95%, which has been measured for twenty-two consecutive years using the same survey methodology. See attached "2024 SALES MAP with Canada" document for a complete breakout of sales regions across the United States and Canada. In addition to our internal sales force, Syntech has cultivated a network of over 500 active distributors. These distributors are system installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer. Our Internal sales force are all Direct Syntech Employees, and the distributor network are independent companies that sell our products and services.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Syntech maintains safety certifications, ensuring our products are safe to operate within a hazardous fueling zone. Additionally, our products which emit a wireless signal are certified for Electromagnetic Interference and Electromagnetic Compatibility (EMI/EMC) See attached "Safety-EMC-EMI Certifications" document for a complete listing of hardware certifications. In addition, Syntech also maintains information security certifications for Payment Application Data Security Standard (PA DSS), Payment Card Industry Data Security Standard (PCI DSS), Europay Mastercard Visa (EMV), Federal Information Processing Standard (FIPS) 140-2. Finally, our systems have been assessed and have received the Authority to Operate (ATO) on the Department of Homeland Security internal network. Finally, individual certifications for Security+, Certified Information System Security Professional (CISSP), Windows Operating System Fundamentals (MTA 98-349), HDI Support Center Manager, and AWS Certified Cloud Practitioner, are held by our employees.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Syntech has never been suspended, debarred, or punished for any reason over its entire 30 year history.	*
20	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None	
21	Describe any relevant industry awards or recognition that your company has received in the past five years	2018 - Highest Credit Rating (AAAA1) Syntech retired its remaining long-term debt to become completely debt-free. The company continues to be recognized by 'Dun & Bradstreet' with a very high credit rating score (either a AAAA1 or AAAA2) for a business its size. 2017 - Florida State University College of Business Hall of Fame Syntech Systems CEO, Douglas Dunlap inducted in the Florida State University College of Business Hall of Fame for exceptional professional and personal achievements. 2016 - Made in Tallahassee Awarded the 'Made in Tallahassee' award by the Economic Development Council for companies who are headquartered in Tallahassee and whose products are marketed nationally. 2015 - Innovation and Technology Business of the Year Awarded the 'Innovation and Technology Business of the Year' by the Greater Tallahassee Chamber of Commerce	*
22	What percentage of your sales are to the governmental sector in the past three years	78% of sales were made to customers in the governmental sector over the past three years.	*
23	What percentage of your sales are to the education sector in the past three years	15% of Syntech's sales were made to customers in the education sector over the past three years.	*

24	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Syntech has state, provincial, or cooperative purchasing contracts with the following entities: sales volume for each over the past three years is also listed: Sourcewell - $6,634,683 Texas Buy Board - $315,318	*
25	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Syntech does not currently hold any of the referenced contracts or agreements.	*

Table 2A: References/Testimonials

Line Item 26. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
US Customs and Border Protection	Wendy Neighbours	317-628-7153	*
City of Tallahassee	Jason Ford	850-556-3242	*
City of Berkeley, CA	Greg Ellington	510-981-6469	*
City of Winter Park, FL	Luke Bryan	407-599-3593	
Arkansas Department of Transportation	Mark Holloman	501-569-2667	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
27	Sales force.	Syntech Systems employs a direct sales force divided into ten regions across the US and Canada, each headed by a Regional Sales Manager (RSM), and is the largest in the industry dedicated to Fuel Management. The RSM is responsible for management of the distributors in the region and meeting directly with end users to provide a professional presentation of our products. Additionally the company employs eight sales specialists who support the RSM's for aftermarket sales & upgrades, commercial aviation, maintenance & repair and national accounts. The Sales Force is further supported by a staff of five project managers and six support personnel including senior management for a total of 31 in the department. See attached "2024 SALES MAP with Canada" document for complete breakout of sales regions across the United States and Canada.	*
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	As detailed in Table 2, question 13, Syntech has cultivated a network of over 500 active distributors. These distributors are selected based on their dedication to customer support, their technical ability and staff, and their financial stability. This distributor base has complete coverage across the U.S. and Canada including more remote areas of Alaska, Hawaii, Puerto Rico, and the Caribbean. All distributors receive extensive technical and sales training and must be certified and recertified every two years. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.	*
29	Service force.	Syntech employs an in-house team of six Field Service Representatives to support and augment our distributor base, particularly with the more technical projects requiring additional expertise. Syntech distributors employ at least one FuelMaster certified technician on staff. With more than 2,000 FuelMaster-certified technicians across the U.S. and Canada, Syntech can provide world-class service wherever needed. Syntech also employs a Customer service/support team in a call-center format with 31 technicians including 2nd-level support for highly technical inquiries, as well as dedicated Distributor support and an in-house Engineering team of approximately 75 Engineers.	*

30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our dedicated and extensive sales force promotes, trains, and educates our Distributor base on the Sourcewell program. Syntech typically sells exclusively through our dedicated and certified Distributor base. Orders are typically placed by our Distributors with an order form and PO indicating if an order is designated Sourcewell. All orders go to our sales-order desk with a resolute staff that inputs the order into our order/accounting system. Generally, the RSM and/or aftermarket sales team participate in most orders to manage the sales process along with product details/options.	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When Syntech made the decision to enter the commercial market in 1987, we realized the distributors and technicians in the industry at that time supported mechanical equipment and were not familiar with complex computer equipment. This required that Syntech (1) develop modular hardware which could be easily repaired (2) employ sophisticated remote diagnostics to identify issues from Tallahassee, and (3) engage a highly responsive and competent support staff to maintain a 99% operational status for all equipment. This has led to the Syntech Customer Satisfaction Center which currently receives about 80,000 calls per year and maintains a customer satisfaction rating of about 95%. The single most important job is to RESTORE A DOWN FUEL SITE TO AN OPERATING CONDITION AS QUICKLY AS POSSIBLE AND IN HOURS AND NOT DAYS! Its operational parameters to achieve this and other services are as follows: (1) CSC includes a staff of 31 support personnel. (2) Four levels of support including 1st Level, 2nd Level, Applications Engineering, and Engineering Developers (3) 24/7 service, (4) Operational time goal of 99.5% (5) Call waiting time of not more than 5 min. (6) All calls be closed within three days (5) Special expedited call line for Distributors and technicians actively on a job site.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Syntech has customers and distributors in all fifty states, and is currently providing products and services to all Sourcewell entities within the United States.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Syntech has customers and distributors across all Canadian Provinces and Territories. Syntech is willing and able to provide our products and services to all Sourcewell entities throughout North America.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There is no geographical areas of the United States or Canada that Syntech Systems cannot provide service to.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no entity sectors that Syntech will not be servicing through the proposed contract. Syntech provides the opportunity to use the Sourcewell contracts to all eligible customers.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska, or US Territories.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Syntech is willing to examine and consider modified terms on a limited case-by-case basis. Terms outside our standard terms would go through a thorough risk analysis and a decision made based on the merits of the opportunity	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Syntech (STS) has utilized a marketing strategy built around the acquisition of NEW customers and maintaining existing customers by assuming a large degree of responsibility for user success with our products. This concept is built around the following elements: This concept is built around the following elements: 1. Robustly engineered products capable of maximum operational up-time through climatic conditions from arctic to tropical environments. 2. Product Support through its Customer Satisfaction Center for 24/7 support through phone, computer, and internet communication, worldwide. 3.Competative pricing within all elements of the Fuel Data Automation Market and a direct technical sales staff to help the customer through the complicated acquisition process. 4.Developing and maintaining the latest technology through maximum use of Research & Development efforts. (R&D as a % of Sales is thought to be the highest in our market segment by a wide margin.) This has led to the following results. STS has managed to acquire over 9,000 customers and maintain a continuing relationship with each of them. 1.FMLive technology, which represents State of the Art communications and transaction management worldwide in real time was developed with an initial investment of ~ $30 Million, and subsequent R&D of ~ $40 million and which is continuing. 2. A world class Customer Satisfaction Center which accepts ~ 80,000 customer calls per year on a variety of subjects and maintains a customer satisfaction rating of 94%. 3. The marketing strategy is to continue to acquire as many new customers through outstanding performance at competitive prices as possible, while upgrading the existing customer base to the latest technology. 4. This opportunity represents a staggering revenue potential in the hundreds of millions of dollars over the next ten to fifteen years. The opportunity to upgrade the 9,000-customer base to the latest technologies is several hundred million dollars in revenue alone.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Syntech utilizes digital media to connect with a diverse audience through our website, Facebook, Instagram, and LinkedIn by featuring our products, services, and sales force. Engagement statics are analyzed then strategies are updated and deployed accordingly. Quarterly communication updates for customers and distributors are executed with Constant Contact to allow evaluation of open rates, engagement appraisals, and campaign comparisons. Digital marketing and communication can be co-branded with Sourcewell to further communicate the awarded contract.	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell provides a valuable asset by offering training to our sales force arming them with the knowledge to bring cost-savings to our current and potential customer base. Syntech continues to benefit from Sourcewell's legislative initiatives in advocating cooperative purchasing avenues across the U.S. and Canada. Sourcewell's mission is seamlessly woven into conversations and presentations that our staff conduct daily. Syntech attends over 100 tradeshows annually across the U.S. and Canada where we display Sourcewell-provided table flags in addition to our co-branded marketing literature. (SEE ATTACHED). Additionally, the majority of Syntech sales personnel have attended Sourcewell University and are well versed in the program. We commonly describe and utilize the Sourcewell program in discussions with potential public customers. We attend many relevant trade shows and display the Sourcewell flag. We provide regular emails to all sales personnel regarding new Sourcewell members and any other relevant info received by them. We have had Sourcewell representatives present at our annual sales conference and therefore, the use of the Sourcewell program is a key component of our overall sales process.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement is a priority and with the launch of our new ERP-CRM platform, we are implementing various e-procurement options for both our customers and distributors which is scheduled to be launched Q4-2024.	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *	

42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Syntech uses its sound training experience to transfer knowledge to selected personnel on all systems, software, hardware, equipment and other technology installed in response to all objectives. We will institute a "train the trainer" program in every training evolution. Additionally, User, Operational, and Troubleshooting Manuals will be provided for all systems, software, hardware, equipment and other technologies. It has been our experience that training reinforcement is the best method by which individuals learn and retain knowledge. Our diverse education methods, perfected over decades by training over 9,000 customers, ensure maximum learning retention. The following proven training scenarios are available: On-Site Training - Training shall be provided on site immediately after system startup on each type of hardware/software component, directly with individuals responsible for each functional area: software, maintenance and vehicles. Webinars - Subsequently, a two-hour webinar conference will be scheduled after installation. This training is used to maximize retention of previously learned skills and to answer any questions personnel may have after using the systems. Online Customer Training Course (accessible online) - A self-paced customer class accessible online with a library of manuals, guides, and other technical and operational reference material will be available. This course provides users with the basic information needed to operate the FuelMaster FMU and FMLive software at the customer's own pace. Classroom Training - Syntech offers a quarterly customer training at our corporate office in Tallahassee, Florida. This three-day course covers system software and hardware operations including common troubleshooting techniques. Classroom training mimics real world exercises (using actual dispensers, tank gauges and FuelMaster equipment) as closely as possible within the confines of a classroom. At the end of each training session, individuals attending the training will be given an exam to demonstrate their mastery of the training subject matter. Training data and test results will be maintained by Syntech and made available upon request. The training program is continually reviewed via attendee exams and surveys. Improvements are made to the training program when required. Data on training attendees, dates, curriculum, and test results will be maintained by Syntech and made available upon request.	*
43	Describe any technological advances that your proposed Solutions offer.	FMLive's customer facing application programming interface (API) allows for the quick import of user and vehicle data, as well as export of transactional data to third party fleet and asset management systems. Coupled with Business Intelligence (BI) and reporting technology, users may define custom reports to meet specific business needs. All reports are exportable into multiple flat file formats including Excel, PDF, Word, and CSV. Reports can be scheduled to run on a periodic or as-needed basis. Furthermore, the reporting BI tool can be configured to automatically generate email notifications allowing for real-time system-generated alerts based on data, such as: sales, inventory, vehicle telematics and any other data required by operational and functional managers.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	A reduction of Carbon Emissions from the transportation sector is the key component of our nation's goal to reduce greenhouse gas emissions 40% by the year 2030. This would put our greenhouse gas levels below the 1990 mark and continue to drive progress towards our climate and clean air goals. Within the transportation sector, government programs have created initiatives to accelerate the management of carbon emissions with new technology for vehicles and heavy equipment. The fleet and transportation segments will continue to see more regulation in the future to ensure the use of clean technologies, especially along primary freight corridors. The Automotive Information Module (AIM Device) is the connected receiver to the vehicle's on-board diagnostic system (OBD). With AIM connected to the OBD, and Radio Frequency Identification (RFID) communication from the vehicle's AIM device to the Fuel Management Unit (FMU), vehicle data can be recorded and reported through the fuel management platform. The OBD is a computer-based system designed to aid in the monitoring and management of major engine components. In addition to Engine Diagnostic Codes and indicators like Check Engine Light, dozens of other engine performance and driver behavior data points can be collected and reported. AIM reports such metrics as Engine Idle Time and Maximum Engine Oil Temperature. Additional data related to Oxygen Sensors, Exhaust Gas, and Fuel/Air Ratio are also available through an OBD via AIM. Syntech Systems is working with greenhouse gas conscience fleet managers to determine the bundle of data points desired to assist in managing their fleet to new clean air standards. The AIM technology is a true asset in collecting this data. We are eager to work with a local firm to tailor the system to provide the right data through AIM. With over 400 parameters available through the OBD, we can focus on the most important data needs for our customers. Advancements in technology, like AIM, will be a catalyst in our ability to achieve 80% reduction in greenhouse gas emissions by 2050. Syntech fuel management systems are designed to significantly reduce or even eliminate misappropriation of fuel. Customers typically realize a significant reduction in fuel usage and waste following implementation. Syntech has developed an EV (electric vehicle) charging management system. This system is unique in that it connects to and manages the charging/fueling by controlling access to and recording transactions from the customers' chargers. A single pedestal can control multiple chargers as opposed to the common competitors' systems that charge a single vehicle with a pedestal.	*

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	At Syntech, we understand the harmful effects that discarded electronics can have on the environment. With that in mind, Syntech has taken large strides in its effort to reduce the amount of heavy metals included in our products using the 2011/65/EU directive as our guide. This ensures RoHS compliance as we develop our products. Meaning there is a Maximum Concentration Value (MCV) for heavy metals and flame retardants covered by RoHS are as follows: • Lead (0.1 %) • Mercury (0.1 %) • Cadmium (0.01 %) • Hexavalent chromium (0.1 %) • Polybrominated biphenyls (PBB) (0.1 %) • Polybrominated diphenyl ethers (PBDE) (0.1 %) Syntech fuel management systems are designed to be rugged and long lasting. We have many customers with 20–30-year-old systems that continue to operate. Generally, the extreme durability of our products reduces the frequency of replacement and disposal. Our upgrade philosophy and practice allow for the bulk of our equipment to remain installed, with only portions replaced to bring an older system to our latest technology; again, greatly reducing the need for disposal.	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Syntech is a highly qualified and responsive commercial vendor that has forged a comprehensive and technically competent team. Syntech is the most capable company within the fueling and fleet data management arena as evidenced by the vast experience it has obtained over the forty (40) years within the industry, as well as the demonstrated breadth and depth of its technical staff. Currently the company can cite the following experience in the government space, a quality unique to Syntech: The company has ~9,000 individual customers worldwide operating ~3.9 million vehicles daily. The company supports over 22,500 fueling locations worldwide, including ~897 units within the Department of Defense at 340 separate military installations. Syntech has the most comprehensive technical support team in the fueling automation industry with ~10,000 units under active maintenance support at ~3,800 unique locations. Included among the customer base are 28 State Departments of Transportation utilizing our Fuel Management Systems. The company has sold and supports ~550,000 AIM Units (Automotive Information Modules) among ~616 different customers including ~18,000 by the Department of Homeland Security. Syntech has the most robust customer support center in the fuel management space with 31 technicians. This department is supported by a team of approximately 75 degreed engineers. This engineering staff is the largest in the industry dedicated solely to fuel management systems.	*

47	Describe the security system in place for protecting and controlling access to your solutions.	User accounts are created with unique usernames that then become the account identifier throughout the system. The account also requires a first and last name be entered which allows the administrator to correlate the unique identifier with the proper name of the individual. Additionally, the accounts are assigned roles and organization during creation. Role-based access ensures that the account is created using the least privilege principle while the organization assignment determines whose data the account is authorized to view. 8y default, FMLive institutes single-factor authentication with a username and password. Accounts are required to use complex passwords, meeting the requirements of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-638 (June 2017) or NIST SP 800-63-2 (August 2013) based on the customer's preference. NIST 800-638 Requirements - Contain at least 8 characters. - Not be identical to any of the user's last 4 passwords. - Not contain 4 of the same character in a row. - Not be a dictionary word. - Not be a password which has appeared in publicly documented data breaches of other applications. - Not contain personal information such as names, telephone numbers, account names, or birth dates. - Not contain FUELMASTER, FMLive, or Syntech. NIST 800-63-2 Requirements - Contain at least 15 characters. - Contain a mix of upper case letters, lower case letters, numbers, and special characters. - Not be identical to any of the user's last 10 passwords. - Not contain personal information such as names, telephone numbers, account names, birth dates, or dictionary words. - Differ from the previous password by at least four consecutive characters. If multifactor authentication is desired, the application also supports Personal Identifiable Verification (PIV) credentials, providing two-factor authentication using a hardware token. PIV credentials allow for a high level of assurance in the individuals that access FMLive because they are only issued by trusted providers to individuals that have been verified in person. PIV credentials are highly resistant to identity fraud, tampering, counterfeiting, and exploitation. When using PIV credentials FMLive maps the authenticated identity to an individual system account using the certificate name. If the user accessing the system has entered the correct PIN, the certificate name is valid in the application database to which the user will be granted access. FMLive system and application logs are configured to log enough information to determine what type of event occurred, the date and time of the event, the location of the event, the source of the event, the outcome (success or failure) of the event, and the identity of the user/subject associated with the event and are monitored by the Syntech application administration team. The Application generates time stamps for all recorded events; all hosts and devices utilize Coordinated Universal Time (UTC) to ensure all events are correlated with a single authoritative source regardless of time zone. FMLive instances are built to meet the requirements of the most security-sensitive organizations. Amazon EC2 works in conjunction with Amazon Virtual Private Cloud (VPC) to provide security and robust networking functionality for your FMLive deployment. The VPC environment provides layered protection of the application and system resources. The first layer is the environment, which employs a deny-by-default firewall, only allowing access to whitelisted IP addresses/range provided by the customer and only for the ports required for HTTPS communication between the customer network and FMLive application server. Access to FMLive servers in AWS requires Multi-Factor Authentication (MFA) in addition to a whitelisted IP address. MFA is a simple best practice that adds an extra layer of protection on top of the username and password. When Syntech Operations administrators attempt to sign into an AWS website, they will be prompted for their username and password (the first factor-what they know), as well as for an authentication response from their AWS MFA device (the second factor-what they have). Taken together, these multiple factors provide increased security for your AWS account settings and resources. Auditable events are captured and stored at every layer within the system, recording and storing actions made within the environment. Capitalizing on the AWS CloudTrail provides increased visibility into user and resource activity by recording actions and API calls. This allows for identification of users and accounts that have called AWS, the source IP address from which the calls were made, and when the calls occurred. Next, the host virtual machines maintain audit logs for operating system level events. After the operating system level log, the system audit log tracks TLS authentication attempts and configuration changes, recording the username or hostname, time/date, event type, category (successful/unsuccessful) and source IP address of the machine where the attempt was made. Finally, the application log records the identity of the users and devices that attempt to authenticate to the FMLive application. The application records user authentication attempts and account modifications (password changes, expired passwords, dormant account expiration, and account creation). Application audit data is stored in the FMLive database, and access is restricted to users with the 'Security' role assigned to their user account. Audit logs are reviewed for signs of unauthorized access and elevation of information system privileges, unauthorized access to files, changes in access patterns, and repeated failed access attempts.

48	Describe how you will secure any participating entities' data captured during transactions.	The FMLive system is designed and developed to be compliant with NIST 800-53r4 security controls, meeting the threshold of a moderate baseline with many controls being compliant to the requirements of a high baseline. Communication between the FMU(s) and FMLive relies on a public key infrastructure (PKI), providing encryption of data using the TLS 1.2 (Transport Layer Security version 1.2) standard. Capitalizing on the use of the Federal Information Processing Standard 140-2 (FIPS 140-2) validated Bouncy Castle Java API, the system encrypts data to Department of * Defense requirements, ensuring protection of all data in-transit. The recommended communication medium is cellular modem, providing the system with the flexibility, reliability, and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats.
49	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	The main purpose of Syntech fuel management systems is to account for fuel. Our systems are capable of and used to identify where every drop of purchased fuel goes, with a full accounting of who fueled, what equipment the fuel went into, as well as the time, date and quantity dispensed. This reduces, and can even eliminate, the loss and/or misuse of fuel, whereby reducing waste and misappropriation. One method for improving fuel efficiency is by monitoring driver behavior, our telematics systems report on vehicle speed, rapid acceleration and hard braking, all behaviors that negatively impact fuel efficiency. Studies show that fuel economy decreases at a rate of $0.20 per gallon for every five MPH increase in vehicle speed. Our systems identify vehicle speeding and harsh braking events. This information helps you understand and support good driving across your fleet. Fleet managers can also use the data provided by our system to analyze Vehicle- specific data on idling and driving behavior allowing them to accurately identify inefficient or abnormal activity by measuring changes over time with fuel and trend reports. Rather than trusting manual systems for tracking vehicle maintenance requirements, our system tracks engine run time and mileage, allowing Fleet Managers take the guesswork out of maintenance, reducing vehicle down time and optimizing fuel efficiency. Finally, the lack of a fuel management system often leads to theft, as has often been witnessed by employees filling their personal vehicle from the company's fuel tanks. The FuelMaster Fuel Management Unit (FMU) prevents theft requiring company issued authorization devices for fuel transaction authorizations. Our Automotive Information Module can also prevent other cases of fuel theft ensuring that every drop of fuel makes it into the vehicle.
50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	Syntech works with its partners to ensure Sourcewell participating entities operate fuel stations that are compliant with all local, state, and federal environmental regulations including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, NEC and NFPA 30. Syntech and its partners perform site assessments pre and post installation to identify, communicate and remediate all potential issues that may impact compliance with environmental best practices. Syntech fuel management systems meet or exceed building, fire, and environmental codes in the locations in which our products are deployed.
51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	From a fuel management perspective, site assessments are performed to optimize the safety and use of our products in the most effective manner per the site design provided by the end user or their representatives, including proper installation and training specific to the site and the customer requirements. Syntech fuel management systems are designed to connect to tank monitor systems and can provide real-time access to the status of tank levels and the communications of alarms and/or related conditions that are important to the end user to ensure issues are identified in a timely manner.
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Syntech has never been subjected to any regulatory infractions.

Table 5A: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	
54		Minority Business Enterprise (MBE)	○ Yes ◉ No	
55		Women Business Enterprise (WBE)	○ Yes ◉ No	Syntech is partially owned by women. Syntech also partners with Distributors that are women owned.
56		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
57		Veteran-Owned Business Enterprise (VBE)	◉ Yes ○ No	Greater than 51% of ownership are Veterans. Syntech also partners with several Veteran-owned Distributors and Market partners. Additionally, Syntech employs 25 Veterans at our corporate office.
58		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
59		Small Business Enterprise (SBE)	○ Yes ◉ No	
60		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
61		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Standard Payment Terms are NET 30 but we are flexible with customers and distributors when circumstances require. The nature of the industry is often long lead times between ordering and final completion causing cash flow problems for distributors, and pressure on Sourcewell Members to make advance or progress payments. We collaborate with both parties to assure contracts are executed and completed satisfactorily and payments are as timely as possible.	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	Syntech can arrange with leasing organizations to provide financing proposals to customers, depending on credit & financial qualifications. Syntech is always willing to work with any Government or Education Agency in creating a leasing plan and finding the best financial institution. Florida DOT is currently planning to utilize this option.	*

64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	When Syntech receives an order through Sourcewell, the Customer ID is created with a distinct code, which identifies the order as a Sourcewell Contract order. This both ensures the customer receives the negotiated Sourcewell Contract discount and provides a method for reporting to Sourcewell. Syntech's accounting department runs a monthly activity report to specifically identify Sourcewell Contract orders. Every quarter, the monthly reports are consolidated into a spreadsheet that is provided to Sourcewell along with the 2.5% administrative fee for all Sourcewell Contract orders.	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Syntech does accept purchases using the P-card procurement and payment process, there are no additional fees for using this process.	*
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	In past submissions STS incorrectly stated it was offering a 10% discount from MSRP, which should have indicated a MINIMUM 10% Discount. STS has analyzed all of its ~ 3500 transactions beginning in 2011 and estimates its actual discount applied to customers was approximately 15%. Product categories that do not receive discounts are identified in the Syntech Equipment and Services Catalog under the following headings: FMLive SERVICES EXTENDED WARRANTY MAINTENANCE PLANS TRAINING SERVICES CUSTOMER SUPPORT SERVICES SHIPPING AND HANDLING COSTS STS is pleased to offer additional Discounts from MSRP well beyond 10-15% as further delineated below.	*
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing to Sourcewell participating agencies is represented as a 20% discount from the manufacturer's suggested retail price (MSRP) on all hardware included in the attached Equipment and Services Catalog. Additional volume discounts are available as referenced in Q68 response and listed in Table 7-Pricing Offered.	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	For Quantity purchases STS often extends 28% discounts to all customers. STS also offers additional Volume discounts as noted below: Volume Discounts from MSRP Additional 1% on orders over $50,000 to $100,000. Additional 2% on orders over $100,000 to $200,000. Additional 3% on orders over $200,000 to $400,000. Additional 4% on orders over $400,000 to $800,000. Additional 5-8% on orders over $800,000.	*
69	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Open market items or equipment not listed in Syntech's Product and Services Catalog are typically provided at cost plus a markup % of generally 15%. In some cases, based on general need of the open market item, the item may be added to the Product and Services Catalog, at which point Sentech will provide an updated copy to Sourcewell.	*
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The most common costs beyond Syntech equipment are site preparation and installation. It is typical for a customer to have an existing fuel island with operational fuel tanks, pumps, and dispensers. However, if the customer has never had a fuel management system, additional hardware such as mechanical pulsers or digital pulse output circuit boards may need to be added to their existing equipment. Additionally, installation material like conduit and cabling prices vary based on the location, and quantity required is determined by physical layout of the fueling site(s). In some cases, installation may require underground conduit, which in turn may require trenching. Furthermore, a large fueling site may require multiple Fuel Management Units (FMUs) increasing the volume of installation material and labor required to complete the installation, all of which impacts on the total installation cost. In some scenarios, Sentech may be replacing a competitor's system, which does generally lower the overall cost, as the required conduit, for the most part, is already in place. However, every installation varies. Quotes for installation are best when an onsite assessment can be completed by a local certified installer or Syntech Field Service Representative. A major component of our services is to guide the Sourcewell Member through this process to facilitate a successful project at the lowest practical cost!	*

71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Syntech offers fixed fee handling and freight (ground) charges for several items within the Continental United States, including: FMU/Satellite Unit Legacy Mobile Upgrade (Upper Cabinet Components) PowerVar Three Line Display Pedestal Receipt Printer Ligowave Electronic Interface Dispenser Kit AIM Kit Additionally, when customers use their own freight accounts, Syntech offers handling only options. All other orders will use a handling and freight fee based on the total dollar value of the order. Finally, freight charges for any location outside the Continental United States is based on estimates provided by the carrier using the weight and dimensions of packages to be shipped. Please reference the attached "Syntech Equipment and Services Catalog.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	With customers all over the globe, Syntech regularly ships items to areas outside of the Continental United States. Delivery terms are based on customer requirements and project timelines. Freight charges for locations outside the Continental United States are based on estimates provided by the carrier, using the weight and dimensions of packages to be shipped.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Syntech has cultivated a network of over 500 active distributors. These distributors are FuelMaster certified installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.	*
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our self-audit process begins with the receipt of new purchase orders, the order is first evaluated to determine if the customer is a Sourcewell participating entity. If identified as such, purchase orders are validated to ensure the entity is receiving the negotiated Sourcewell contract pricing. Once confirmed, the order is processed. Each customer has a unique Customer ID within our order system, Sourcewell participating entities receive a distinct contract code embedded in their customer ID. This allows us to quickly identify the participating entity, and guarantees they receive contract pricing on all subsequent/future orders. Syntech's accounting department generates weekly and monthly reports, providing them to Sales and Marketing, for use in evaluating contract performance metrics. Additionally, a quarterly report is generated to calculate the Sourcewell administrative fee, the report is reviewed for accuracy and when approved by the CFO, a check is issued and delivered to Sourcewell along with the quarterly report	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Syntech reports all Sourcewell transactions on a monthly basis in its Monthly Sales Report including Customer, Sales Volume, transaction count and totals for the month and Year to Date and comparison to the prior year. These values are compared to historical totals beginning in 2011 and evaluated for adequate growth. Additionally, individual Regional Sales Managers use of Sourcewell is reported and evaluated for effectivity of use and meeting objectives.	*
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Syntech proposes a 2.5% administrative fee to be paid to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract. The 2.5% fee is calculated as a percentage of sales under the contract, it is not a line-item addition to the participating member's cost of goods.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
77	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	Note: Cumulative beginning in 1st Quarter 2011 thru 7-31-2024, STS has processed 3122 (funded) Sourcewell Member transactions averaging $7,530 per transaction. Most of these were smaller individual transactions but also included larger multi-million dollar orders such as Arkansas DOT. Standard Discounts from MSRP: 20% Discount from MSRP on all equipment & services except Maintenance and Cloud related Services Pricing offer: Volume Discounts from MSRP: Additional 1% on orders over $50,000 to $100,000. Additional 2% on orders over $100,000 to $200,000. Additional 3% on orders over $200,000 to $400,000. Additional 4% on orders over $400,000 to $800,000. Additional 5% on orders over $800,000. Product categories that do not receive discounts are identified in the Syntech Equipment and Services Catalog under the following headings: FMLive SERVICES, EXTENDED WARRANTY MAINTENANCE PLANS, TRAINING SERVICES, CUSTOMER SUPPORT SERVICES, and SHIPPING AND HANDLING COSTS	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	

78	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Syntech offers a host of hardware and software products that work together to meet a broad variety of needs in the fuel, fleet, and energy management space. Additionally, we offer a wide range of industry-leading support services to aid product adoption, third-party integration, installation, connectivity, continuous system health monitoring, security monitoring, part-replacement, and customer support. These services ensure a comprehensive, dependable, and streamlined experience to our customers and set us apart in the industry. Our flagship fuel management product, Fuelmaster (FMU), manages fuel (gas, diesel, cng, lp, etc) at fixed fuel sites. It is offered in a variety of configurations to meet unique customer needs, and can support a multitude of transaction-initiation media including keypad, ProKee, smart card, credit card (including EMV), fleet cards, proximity cards/fobs, RFID, and barcodes. These units are offered in a variety of connectivity options (including cellular as well as satellite) and are continuously connected to our cloud-based software solution (FMLive). The same hardware technologies that drive our FMU are also available in mobile fueling options. We offer two unique solutions in mobile fuel control: FlowFT is targeted for small, single-tank applications and leverages our mobile app (FMLink) for user-interface control. FlexFD is our more robust mobile product, supporting more tanks, as well as additional connectivity and access-device options. These products are also cloud-connected to our software, FMLive. In the fleet tracking & telematic space, we offer a car-connected RFID device (AIM Titanium) that both secures fuel (directly at the fuel port of the vehicle), as well as collects telematics data (odometer/trouble codes/hard-braking, etc). This data is collected over wireless radio communications by our fixed fueling system (FMU) or our mobile fueling system (FlexFD). Additionally, we offer a stand-alone product (FlexDC) that can be installed as a data-collection point for parking lots or garages. In the alternative energy space, Syntech offers electric charge monitoring & control via FuelmasterEV. Much like the FuelMaster FMU, the FuelmasterEV acts as a kiosk, allowing the operator to use the same authorization media (i.e., PROKEE, Prox Card, Keypad) to enable charging as they would for a fuel-operated vehicle -- identifying operators, equipment, job numbers, etc. All of these products are seamlessly integrated into our cloud-based software, FMLive, which provides operational insight to our fuel & fleet managers, with detailed transitional data on all of the above as well as robust reports, alerts, and overall system control. Working in concert with FMLive and our fuel management hardware is our cloud-based payments solution, Syntech Payment Bridge. The bridge serves as a PCI-certified, secure connection point to route payment requests to multiple potential end points. Syntech supports a wide array of (EMV) bank and fleet cards, as well as the unique payments needs in the Aviation space. In addition to all of the above hardware and supporting software products, Syntech offers a comprehensive range of support services. We offer connectivity plans leveraging multiple cellular partners (Verizon & AT&T) as well as satellite options (Starlink). We offer administrative support services such as project management, site survey, and site upgrade & migration. We offer system customization and third-party integration services. In addition, Syntech stands behind their products in multiple ways. Syntech designs and produces all of its own hardware and offers unparalleled supply and support of their hardware components. The DevOps group within Syntech's Engineering department serves to monitor and maintain the health and support of all cloud-based software systems as well as continuously monitor the security of those systems. The Training and Customer Service departments serve the end customer directly, offering help and training to ensure we meet the needs of our customers. Syntech Systems offers a comprehensive, world class suite of fuel management products, which have been long trusted by the Department of Defense, the Department of Homeland Security, and countless other government and commercial entities. For a more detailed description of our products and services, please review the attached Equipment and Services Catalog.

79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fuel Management Fixed Site Fueling (FMLive FMU) Mobile Fueling / Single Product (FlowFT) Mobile Fueling / Fuel Tankers (FlexFD) Fleet Tracking & Telematics Telematic Data Collection (FlexDC) Telematic / Fuel Security Devices (AIM Titanium) Secure Access Device Solutions (Prokee / Prox) Alternative Energy Solutions Electric Charge Monitoring & Control (FuelmasterEV) Cloud-Based Management Software (FMLive) Real-Time Data Collection System Monitoring & Control Business Intelligence Reporting Payment Software & Services (Syntech Payment Bridge) EMV Payment Processing Aviation Payment Processing Communication Services Cellular Connectivity Satellite Connectivity Installation Services Project Management Site Migration Services Third-Party System Integration Services Security Monitoring Services PCI Security Monitoring DevOps System Monitoring Support Services Training Services Customer Service Support	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	○ Yes ◉ No	Syntech partners with entities offering aboveground fuel and fluid storage tanks, providing fuel and fleet management hardware, software, and other ancillary services.	*
81	Mobile fuel, fluid, and gas storage solutions	○ Yes ◉ No	Syntech market partners (certified distributors) offer many of these products and services.	*
82	Hardware related to the aboveground storage tanks and mobile storage solutions described in 80 and 81 above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories	◉ Yes ○ No	Our products and services include pedestals, access and security hardware, we tie into monitoring equipment and devices; we offer RFID solutions and connect to and control access to dispensers. For more information, please see our Equipment and Services Catalog.	*
83	Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in 80-82 above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed	◉ Yes ○ No	Yes - See Equipment and Services Catalog for additional information. At the heart of the system is Syntech's Software as a Service (SaaS) solution. FMLive is a web-hosted application--developed with industry-standard architecture and protocols to ensure stability and performance. Developed with state-of-the-art technology, FMLive offers a future-proof application platform, a secure and intuitive user experience, and maximal opportunities for integration. The FMLive system creates a 360-degree data view that will increase the end-user's ability to support daily operations. The application also complies with Section 508 of the Americans with Disability	

			Act. FMLive cloud-based software is developed in-house by Syntech engineers. Unlike many fuel management competitors, our platform is not dependent on other popular operating systems that go end-of-life, requiring a complete, new system when an existing version becomes unsupported. System software updates are performed internally and are invisible to customers. The technology built into FMLive resides in geographically dispersed data centers and provides the methodology for real-time centralization and storage of all fuel transactions, bulk fuel tank levels, and vehicle data collected by Syntech's full suite of fuel management products. Data in-transit between the FMU(s) and the database is encrypted using modules validated to comply with the Federal Information Processing Standard (FIPS 140-2) utilizing Transport Layer Security (TLS 1.2) combined with PKI (Public Key Infrastructure) authentication. FMLive is highly configurable and customizable to support our diverse user base and their changing business requirements. FMLive's built-in technology resides within the Amazon Elastic Cloud Compute (EC2) environment. Furthermore, the application can be configured to auto-generate email notifications, allowing for real-time system-generated alerts based on FMU messages, fuel inventory and deliveries as required by operational and functional managers. FMLive aggregates data produced by the end user's fueling stations to allow for centralized management of invoicing, inventory, and maintenance resources. These real-time capabilities also permit the lockout of access media much like a bank card can be immediately cancelled by a financial institution, preventing fraudulent use and pilferage. FMLive's customer-facing application programming interface (API) allows for the quick import of user and vehicle data, as well as export of transactional data to third-party fleet and asset management systems. Coupled with Business Intelligence (BI) and reporting technology, users may define custom reports to meet specific business needs. All reports are exportable into multiple flat file formats including, Excel, PDF, Word, and CSV. Reports can be scheduled to run on a periodic or as-needed basis.	*	

84	Services related to the solutions described in 80-83 above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.	(•) Yes ( ) No	Yes - See Equipment and Services Catalog. Syntech employs a robust team of Customer Support Technicians, Project Managers, Engineers, and Field Service Technicians that work together with customers, certified distributors, contractors, architects, and Trade organizations to assist with the administrative and technical details as well as proper installation, operation and monitoring of our Fuel Management Equipment; where appropriate, assisting with information related to design, installation, etc.	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Syntech Equipment and Services Catalog - June 2024.pdf - Wednesday August 14, 2024 16:18:28
- Financial Strength and Stability (optional)
- Marketing Plan/Samples - Marketing Plan and Samples.zip - Thursday August 15, 2024 12:05:15
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Standard Transaction Document Samples.pdf - Wednesday August 14, 2024 16:18:16
- Requested Exceptions (optional)
- Upload Additional Document - Additional Documents.zip - Wednesday August 14, 2024 16:22:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shane Smith, VP, Sales and Marketing, SYN-TECH SYSTEMS, INC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 1 Fuel Fluid Storage RFP 081524 Thu August 8 2024 07:26 AM	☑	3

Syntech #081524-SYS

Pricing for contract #081524-SYS offers Sourcewell participating agencies the following discounts:

- 20% discount off the MSRP of all equipment, except for AIM kits, which receive a 10% discount.
- For quantity purchases, Syntech often extends 28% discounts to all customers.
- Additional volume discounts are as follows:
  - Additional 1% on orders $50,000-$100,000
  - Additional 2% on orders $100,000-$200,000
  - Additional 3% on orders $200,000-$400,000
  - Additional 4% on orders $400,000-$800,000
  - Additional 5-8% on orders more than $800,000

Polk County

Board of County Commissioners

Agenda Item R.14. 3/3/2026

SUBJECT

Accept Quit Claim Deed from Lennar Homes, LLC, for additional right-of-way along Lake Parker Drive East and Fairway Avenue. (No fiscal impact)

DESCRIPTION

Lennar Homes, LLC is the successor to the developer of a residential subdivision known as Cypress Point at Lake Parker along the north side of US Highway 92 (Memorial Boulevard) between Lake Parker Drive East and Fairway Avenue. The plat for Cypress Point at Lake Parker was approved by the City of Lakeland and subsequently recorded in Plat Book 207, at Pages 13 through 18. The development lies adjacent to Lake Parker Drive East and Fairway Avenue which are county-maintained roadways. Due to the fact that the existing rights-of-way for said County roadways are not up to current county road classification standards, right-of-way tracts identified as RW-1, RW-2, RW-3 and RW-4 on the plat are to be conveyed to the County by separate instrument as additional right-of-way. Lennar Homes has executed and delivered a Quit Claim Deed to the County for the above-mentioned tracts. Accepting the Quit Claim Deed will give the County the right-of-way needed to upgrade the existing rights-of-way for Lake Parker Drive East and Fairway Avenue, lying adjacent to the development, to meet current road classification standards.

RECOMMENDATION

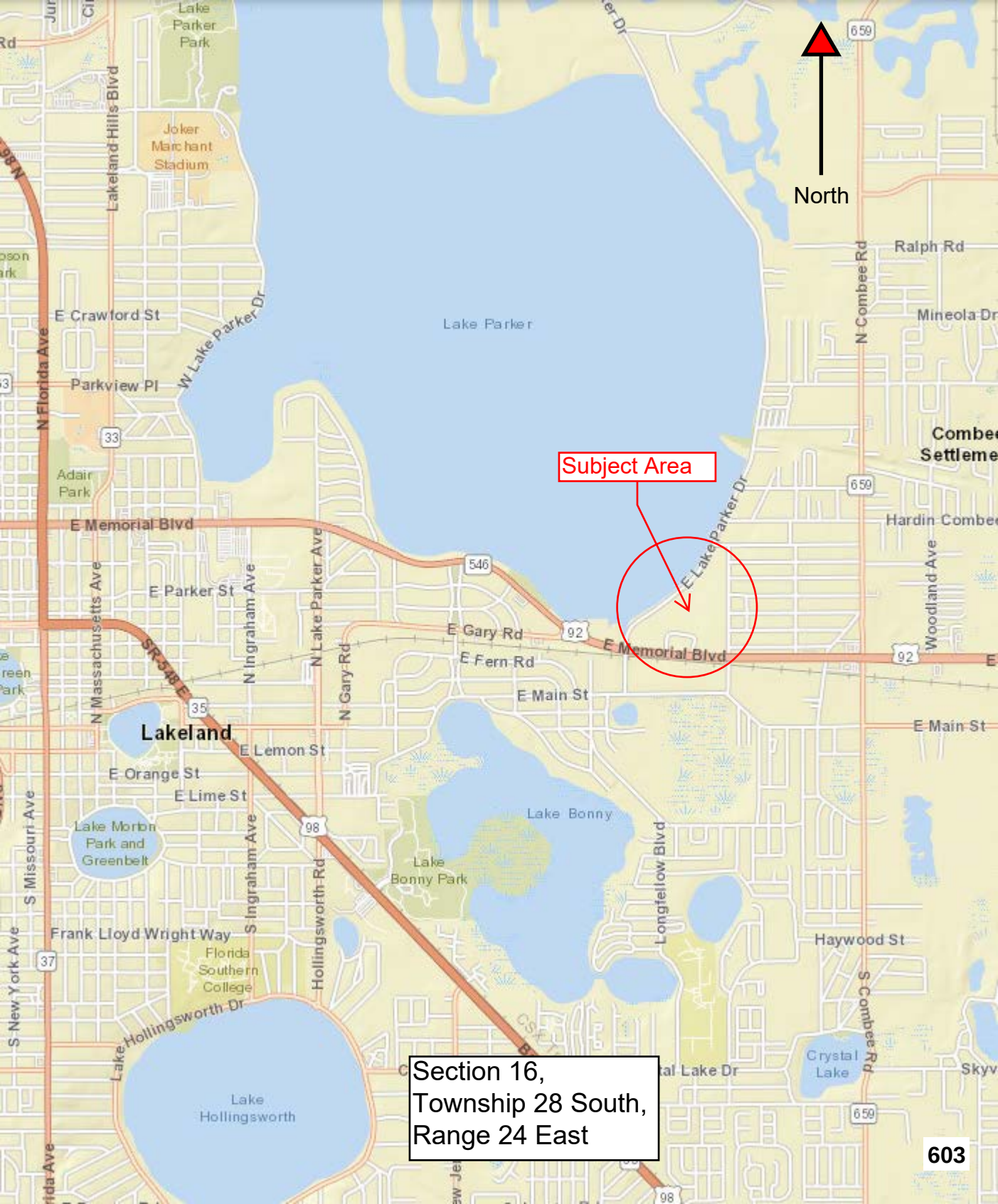
Request Board accept the aforementioned Quit Claim Deed.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Subject Area
Section 16,
Township 28 South,
Range 24 East
603
Lake Parker
Lake Parker Park
Joker Marchant Stadium
Lakeland Hills Blvd
E Crawford St
Parkview Pl
W Lake Parker Dr
N Florida Ave
Adair Park
E Memorial Blvd
E Parker St
N Massachusetts Ave
N Ingraham Ave
N Lake Parker Ave
N Gary Rd
E Gary Rd
E Fern Rd
E Main St
E Lake Parker Dr
N Combee Rd
Ralph Rd
Mineola Dr
Woodland Ave
Hardin Combee
Lakeland
E Lemon St
E Orange St
E Lime St
Lake Morton Park and Greenbelt
S Missouri Ave
S New York Ave
S Ingraham Ave
Hollingsworth Rd
Frank Lloyd Wright Way
Florida Southern College
Lake Hollingsworth Dr
Lake Hollingsworth
Lake Bonny
Lake Bonny Park
Longfellow Blvd
Haywood St
S Combee Rd
Crystal Lake
Tal Lake Dr
SR 546
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92
659
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37
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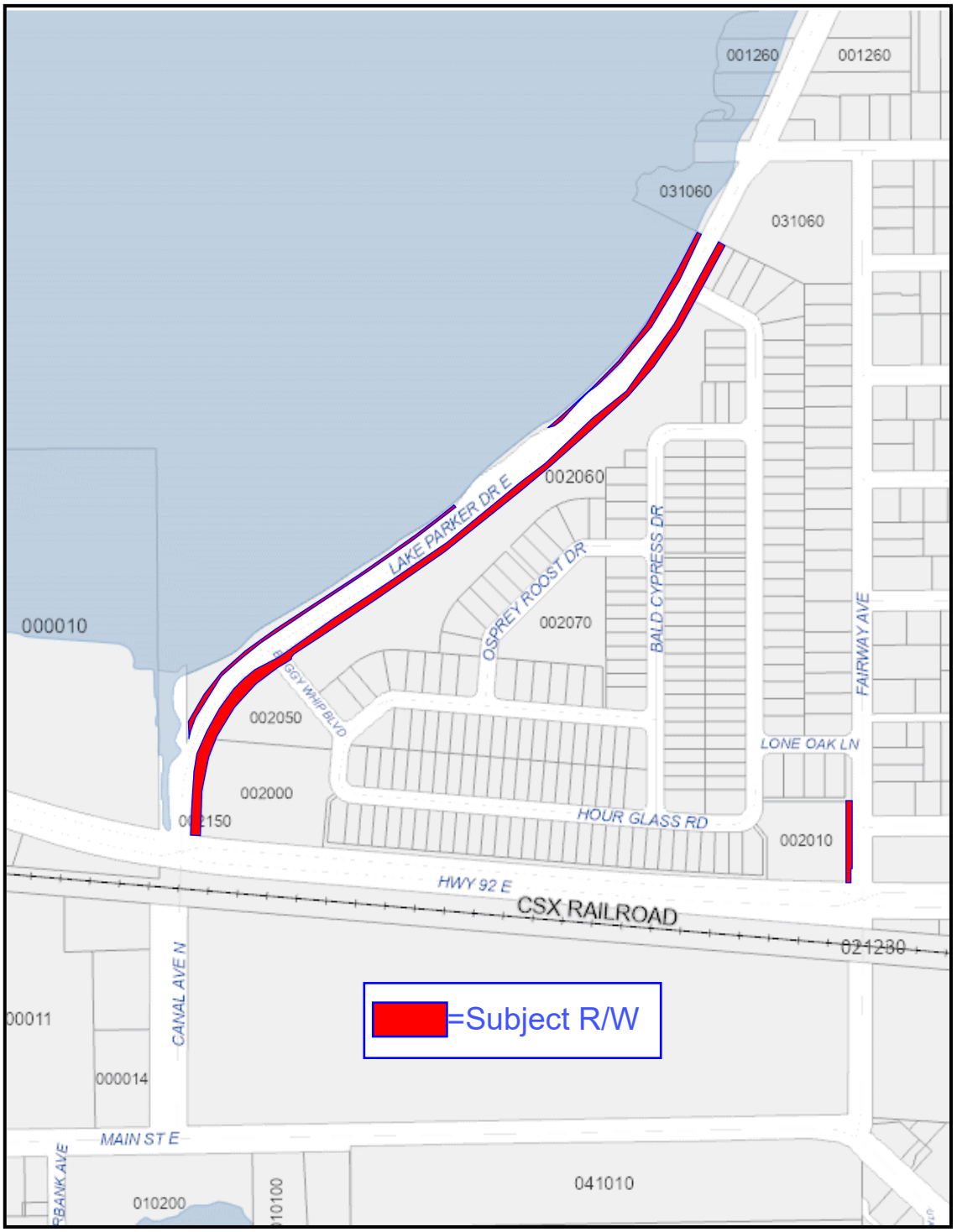
SECTION 16, TOWNSHIP 28 SOUTH, RANGE 24 EAST



This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: Lake Park Drive East / Fairway Ave. R/W

Parent Parcel ID Nos.: 242816-190511-002140/002150/002160

QUIT CLAIM DEED

THIS INDENTURE, made this 3rd day of February, 2026, between **LENNAR HOMES, LLC,** a Florida limited liability company, whose address is 4301 W. Boy Scout Boulevard, Suite 600, Tampa, FL 33607, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

Tracts "RW-1", "RW-2", "RW-3" and "RW-4", CYPRESS POINT AT LAKE PARKER, according to the map or plat thereof as recorded in Plat Book 207, at Pages 13 through 18, inclusive, Public Records of Polk County, Florida

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

WITNESSES:

Print Name: Kenny Gonzalez
Address: 4301 W. Boy Scout Blvd., Ste 600, Tampa, FL 33607

Print Name: COURTNEY MAI
Address: 4301 W. Boy Scout Blvd., Ste 600, Tampa, FL 33607

LENNAR HOMES, LLC, a Florida limited liability company

By:
Name: KEITH MALCUIT
Title: Vice President
Address: 4301 W. Boy Scout Blvd., Ste 600
Tampa, FL 33607

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3 day of FEBRUARY, 2026, by KEITH MALCUIT, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Courtney Mai
Comm.: HH 651843
Expires: Mar. 16, 2029
Notary Public - State of Florida

Notary Public

COURTNEY MAI
Printed Name of Notary

651843, MAR 16, 2029
Commission Number and Expiration Date

Polk County

Board of County Commissioners

Agenda Item R.15. 3/3/2026

SUBJECT

Accept Quit Claim Deed for additional right-of-way along Sidney Circle as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of proposed development adjacent to County roadways, the County, through its Development Review Process has requested additional right-of-way in order to bring the right-of-way adjacent to the subject site up to current road classification standards. The owner has executed and delivered an instrument to Polk County for the additional right-of-way.

Accepting the following instrument will give the County the right-of-way needed to upgrade the existing rights-of-way to meet current road classification standards.

1. Quit Claim Deed from Hamtaee Assets LLC, a Florida limited liability company, for additional right-of-way along Sidney Circle, in conjunction with a proposed commercial development. The subject right-of-way lies in Section 25, Township 28 South, Range 25 East.

RECOMMENDATION

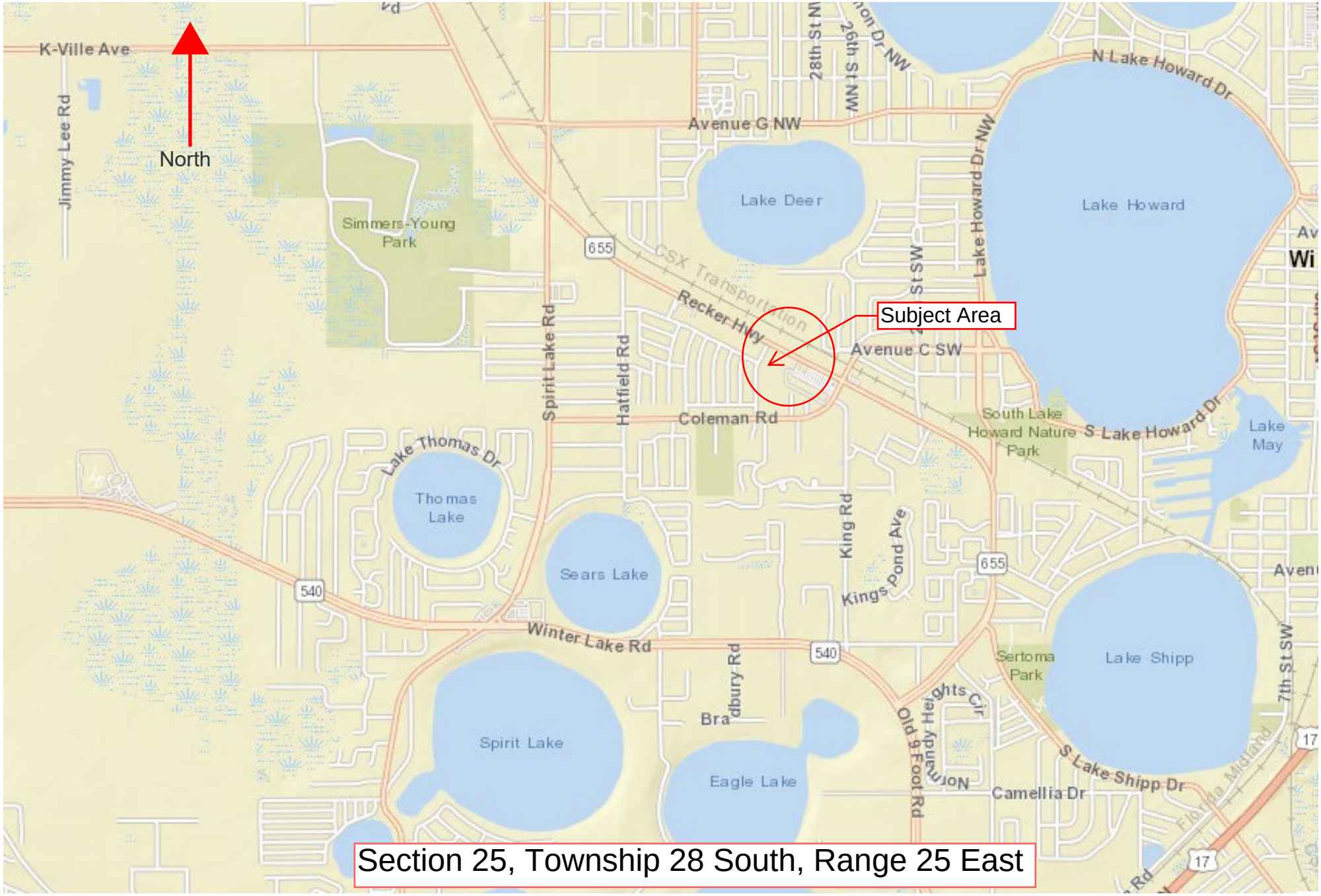
Request Board accept the afore-mentioned Quit Claim Deed.

FISCAL IMPACT

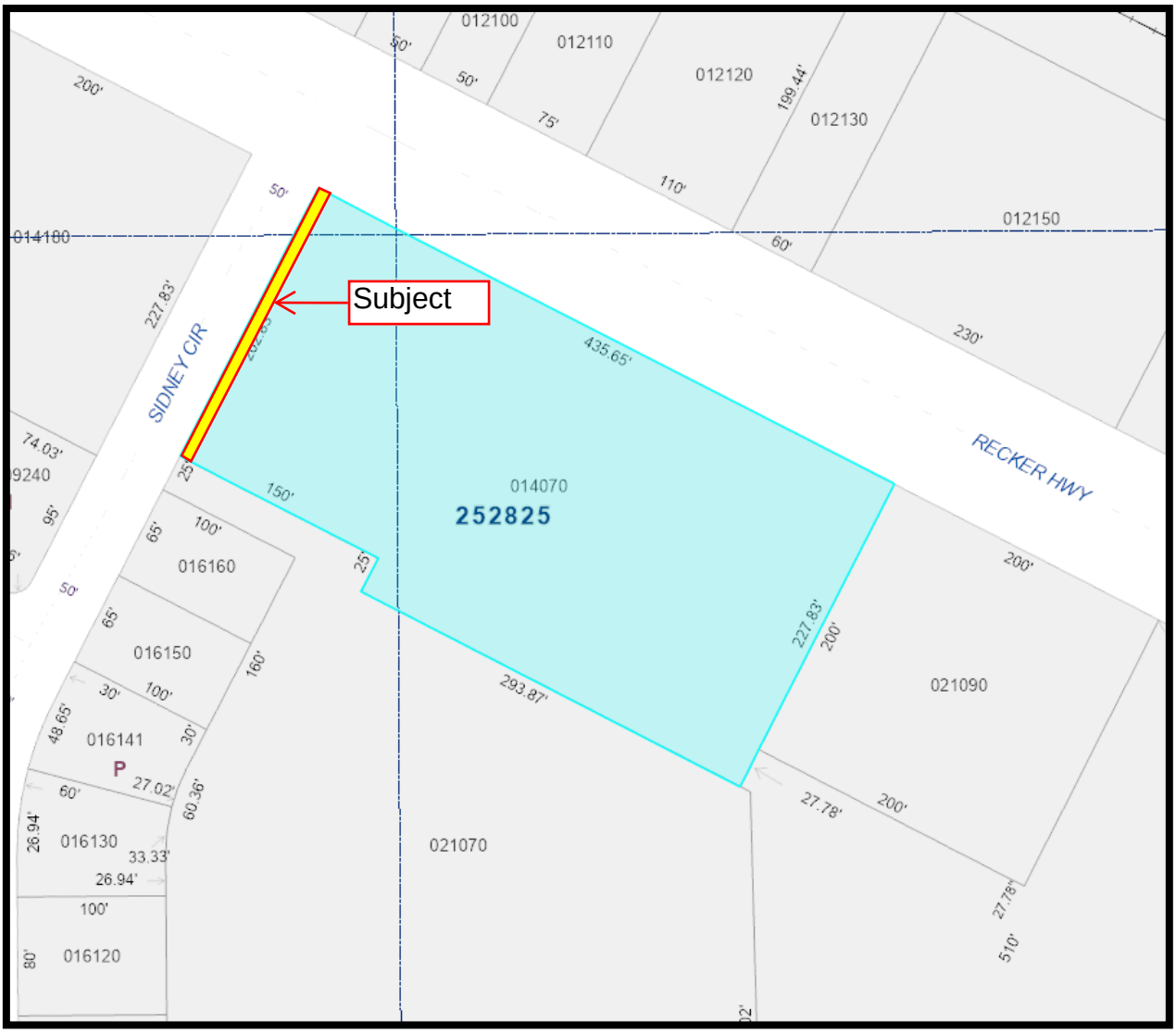
No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


K-Ville Ave
North
Jimmy Lee Rd
Simmers-Young Park
Avenue G NW
28th St NW
26th St NW
N Lake Howard Dr
Lake Howard Dr NW
Lake Deer
Lake Howard
655
CSX Transportation
Recker Hwy
Subject Area
Avenue C SW
Spirit Lake Rd
Hatfield Rd
Coleman Rd
South Lake Howard Nature Park
S Lake Howard Dr
Lake May
Lake Thomas Dr
Thomas Lake
Sears Lake
King Rd
Kings Pond Ave
540
Winter Lake Rd
Bradbury Rd
Spirit Lake
Eagle Lake
Sertoma Park
Lake Shipp
Old 9 Foot Rd
Normandy Heights Cir
Camellia Dr
S Lake Shipp Dr
7th St SW
17
Section 25, Township 28 South, Range 25 East

SECTION 25, TOWNSHIP 28 SOUTH, RANGE 25 EAST



This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: Sidney Circle R/W
LDNON-2025-78 – Recker Hwy

Parent Parcel ID No.: 252825-000000-014070

QUIT CLAIM DEED

THIS INDENTURE, made this 12th day of February, 2026, between **HAMTAEE ASSETS LLC,** a Florida limited liability company, whose address is 1048 S. Florida Avenue, Lakeland, Florida 33803, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

KARNA HOLLINGSWORTH
Witness #1
KARINA HOLLINGSWORTH
Print Name
441 HOPKINS ST, LAKELAND, FL 33809
Address

Witness #2
LUISA MEDINA
Print Name
PO Box 574, Highland City FL 33846
Address

HAMTAEE ASSETS LLC, a Florida limited liability company

By: _____
Mohammad M. Hamtaee, President

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of February, 2026, by Mohammad M. Hamtaee, as President of Hamtaee Assets LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

NANCY GALVAN
Commission # HH 475302
Expires January 15, 2028

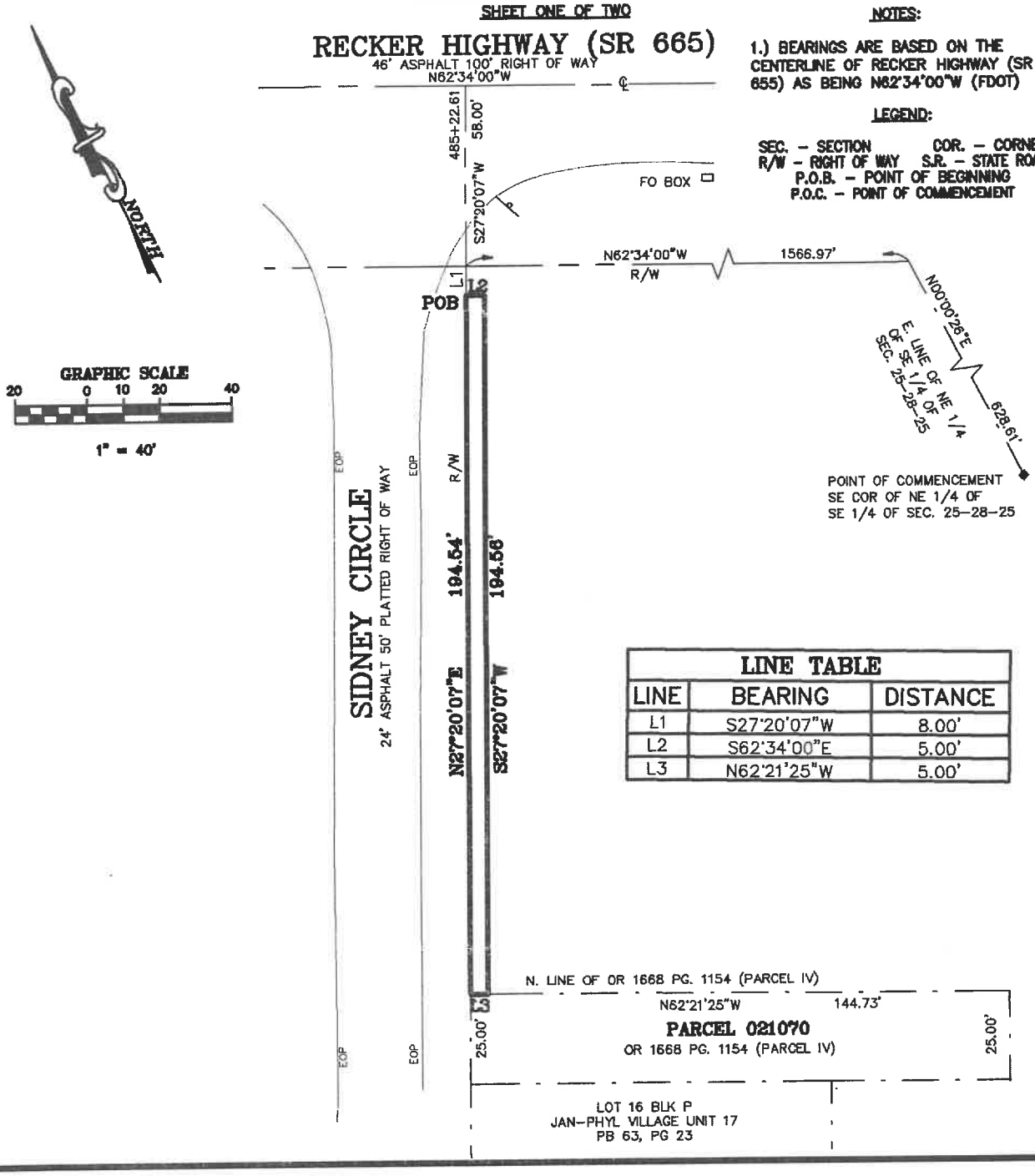
Notary Public

Nancy Galvan
Printed Name of Notary

1/15/2028
Commission Number and Expiration Date

DESCRIPTION SKETCH

SHEET ONE OF TWO



NOTES:

1.) BEARINGS ARE BASED ON THE CENTERLINE OF RECKER HIGHWAY (SR 655) AS BEING N62°34'00"W (FDOT)

LEGEND:

SEC. – SECTION COR. – CORNER
R/W – RIGHT OF WAY S.R. – STATE ROAD
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S27°20'07"W	8.00'
L2	S62°34'00"E	5.00'
L3	N62°21'25"W	5.00'

DATE:
NOVEMBER 10, 2025
DATE OF REVISION:
NOVEMBER 26, 2025

Mark D. Porter
Digitally signed by Mark D. Porter
Date: 2025.11.26 10:55:40 -05'00'

PORTER GPS
GEOGRAPHICAL POSITIONING AND SURVEYING

MARK D. PORTER
License Number
3340
STATE OF FLORIDA
Professional Surveyor and Mapper

THIS IS NOT A SURVEY

PORTER GEOGRAPHICAL POSITIONING & SURVEYING
5338 U.S. HIGHWAY 98 NORTH
LAKELAND, FLORIDA 33809
LB #6765
(863) 853-1496
portergps@portergps.com

Job Number: A-25-3056.02A

DESCRIPTION SKETCH

SHEET TWO OF TWO

DESCRIPTION:

That part of Section 25, Township 28 South, Range 25 East, Polk County Florida, being described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the said Section 25, thence North 00°00'26" East, along the East line of the said Northeast 1/4 of the Southeast 1/4, a distance of 628.61 feet to the Southwesterly Right of Way line of Recker Highway (SR 665), thence North 62°34'00" West, along the said Southwesterly Right of Way line a distance of 1,566.97 feet to the East Right of Way line of Sidney Circle, as shown on the Plat of JAN-PHIL VILLAGE , UNIT 17 as thereof recorded in Plat Book 63, Page 23, of the Public Records of Polk County, Florida, thence South 27°20'07" West, along the said East Right of Way line, a distance of 8.00 feet to the POINT OF BEGINNING, thence South 62°34'00" East, a distance of 5.00 feet, thence South 27°20'07" West a distance of 194.56 feet, to the North line of that certain parcel described in Official Record Book 1668, Page 1154 (Parcel IV), thence North 62°21'25" West, along said North line, a distance of 5.00 feet, again the East Right of Way line of Sidney Circle, thence North 27°20'07" East, along said East Right of Way line, a distance of 194.54 feet to the POINT OF BEGINNING. Said tract containing 973 square feet or 0.02 acres, more or less.

CERTIFICATION:

I hereby certify that this drawing correctly reflects the description hereon and meets the Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5j-17.05, of the Florida Administrative Code, pursuant to Section 472.027, Florida Statues.

DATE:
NOVEMBER 10, 2025

Mark D. Porter
Digitally signed by Mark D. Porter
Date: 2025.11.26 10:55:15 -05'00'

MARK D. PORTER License Number 3340 STATE OF FLORIDA Professional Surveyor and Mapper
PORTER GP GEOGRAPHICAL POSITIONING AND SURVEYING

THIS IS NOT A SURVEY

Mark D. Porter Florida Registration #3340
GEOGRAPHICAL POSITIONING & SURVEYING
5338 U.S. HIGHWAY 98 NORTH
LAKELAND, FLORIDA 33809
LB #6765
(863) 853-1496
portergps@portergps.com

Job Number: A-25-3056.02A

Polk County

Board of County Commissioners

Agenda Item R.16. 3/3/2026

SUBJECT

Accept a Drainage Easement from Mosaic Fertilizer, LLC for drainage improvements along Bonnie Mine Road. (No fiscal impact)

DESCRIPTION

The County has plans to make repairs to, and around, a storm water cross drain under Bonnie Mine Road located to the west of Bartow in order to alleviate ongoing erosion issues. The right-of-way on Bonnie Mine Road is limited in the area of the cross drain and is insufficient to make the repairs. An easement area has been identified measuring approximately 15-feet wide and containing approximately 870 square feet along the easterly side of the road right-of-way which would accommodate the planned. County staff contacted the owner of the property, Mosaic Fertilizer, LLC, and requested an easement in order to move forward with the repairs. The owner has agreed to the request and has executed and delivered a Drainage Easement to the County. Accepting the aforementioned Drainage Easement will give the County the easement needed for the construction and future maintenance of the planned drainage improvements.

RECOMMENDATION

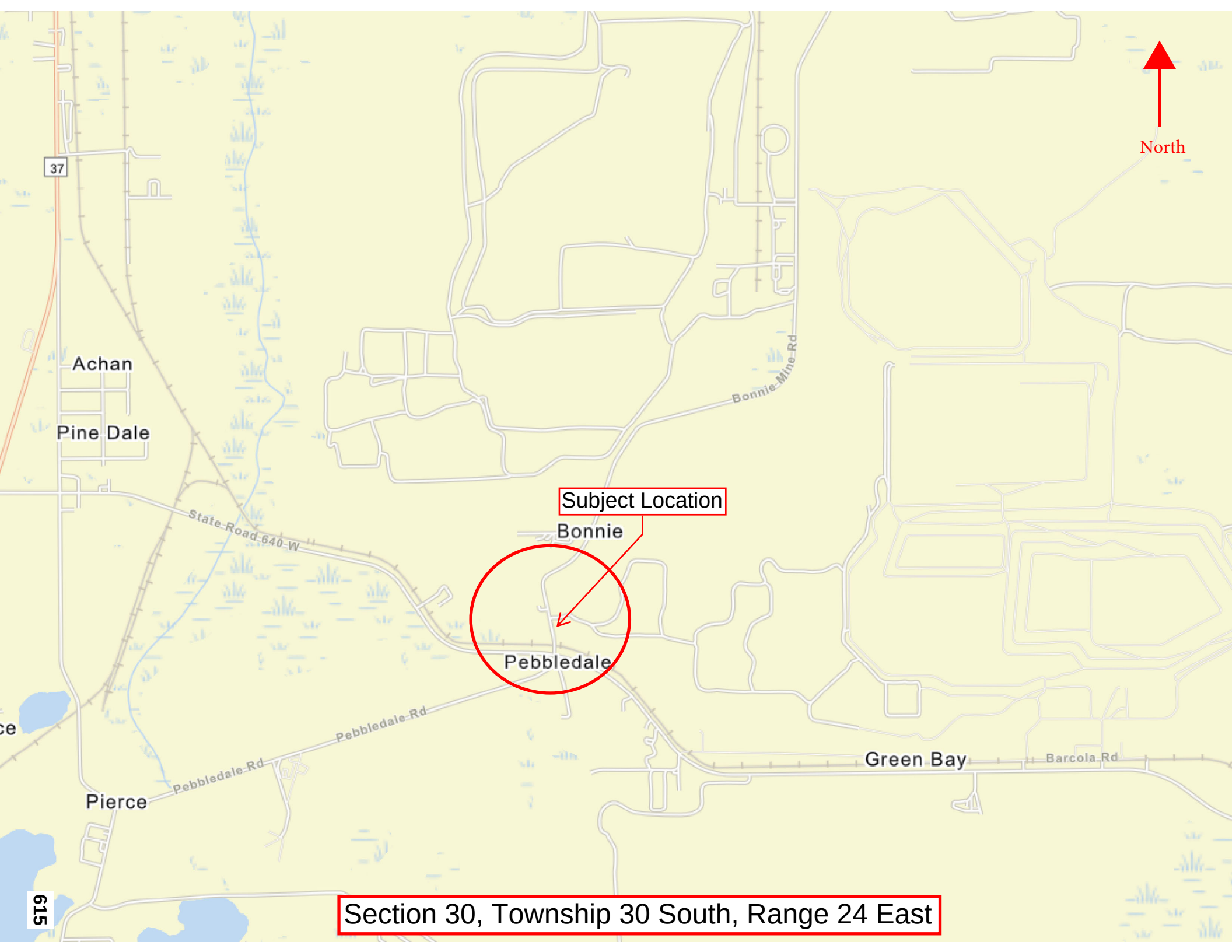
Request Board accept the aforementioned Drainage Easement.

FISCAL IMPACT

No fiscal impact.

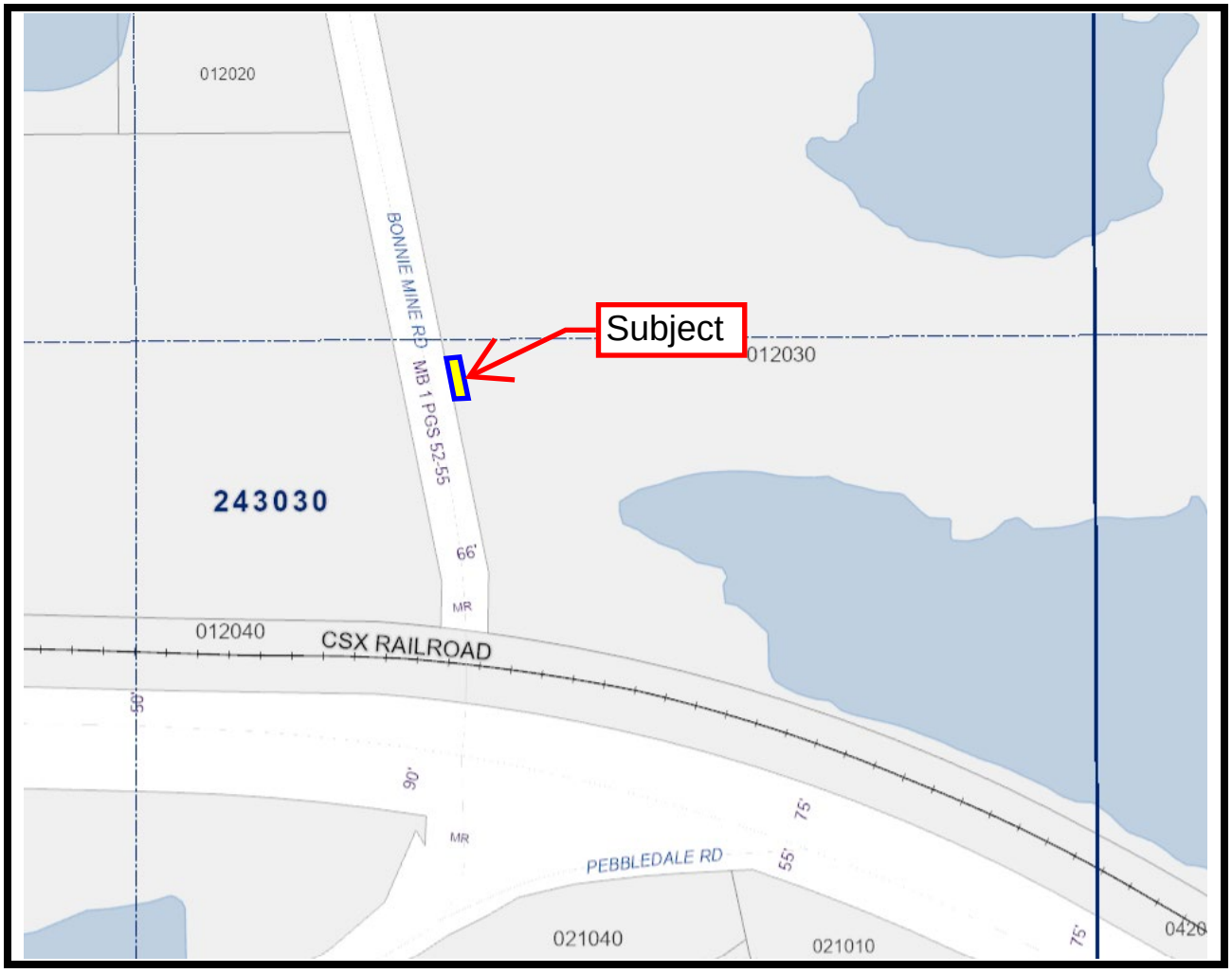
CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577



Section 30, Township 30 South, Range 24 East

SECTION 30, TOWNSHIP 30 SOUTH, RANGE 24 EAST



This instrument prepared under the direction of:
R. Wade Allen, Director
Real Estate Services
Polk County BoCC
PO Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Scott C. Lowery
Project: Bonnie Mine Road Drainage

Parent Parcel ID No. 243030-000000-012030

DRAINAGE EASEMENT

THIS EASEMENT made this 5th day of February, 2026, between **MOSAIC FERTILIZER, LLC,** a Delaware limited liability company, whose address is 101 East Kennedy Boulevard, Suite 2500, Tampa, Florida 33602, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 988, Bartow, FL 33830-0988, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns forever, a perpetual drainage easement for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and maintaining public drainage facilities in, upon, under, over, across and through the following described land in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted.

Grantor covenants with the Grantee that it is lawfully seized of said lands and that it has good, right and lawful authority to grant this easement.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in and on the date first above written.

Signed, Sealed and Delivered In the Presence of:
(Signature of Two Witnesses Required by Florida Law)

Witness #1
Print Name: Paul Samuels
Address 414 W. Main St., Wauchula, FL 33873

MOSAIC FERTILIZER, LLC, a Delaware limited liability company

By: _____
BARTLEY E. ARRINGTON, SR MGR, LAND MGT
Print Name/Title

Witness #2
Print Name: Joann Garza
Address: 414 W. Main St., Wauchula, FL 33873

STATE OF Florida

COUNTY OF Hardee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5th day of February, 2026, by Bartley E. Arrington, as Sr Mgr Landmgmt of Mosaic Fertilizer, LLC, a Delaware limited liability company, on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

N. CALLI WARD
Notary Public, State Of Florida
Commission No. HH 386548
My Commission Expires: 7/15/2027

N. Calli Ward
Notary Public

N. Calli Ward
Print Name

My Commission Expires 7-15-27

Project Name: Bonnie Mine Rd. Drainage
Tax Folio Number: 24-30-30-000000-012030

Project Number: 0430E26-1
Road Number: 043001

DESCRIPTION

A parcel of land being a portion of Section 30, Township 30 South, Range 24 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 30; thence North 01°01'26" West, along the east line of said Section 30, a distance of 1776.05 feet to a point on the centerline of survey for County Road 640 as depicted on Transfer Map 1 pages 74 thru 90, (FDOT 16720-2604) of the Public Records of Polk County, Florida, said point being a point on a non-tangent curve concave to the south having a radius of 2764.94 feet and a central angle of 18°51'17", a chord bearing of North 70°43'34" West, and a chord distance of 905.78 feet; thence northwesterly along said centerline of survey and the arc of said curve, 909.88 feet, to the centerline of survey for Bonnie Mine Road as depicted on Maintained Right-of-Way Map Book 1, pages 52 thru 55, of said Public Records; thence North 00°49'09" East, along said centerline of survey, 247.05 feet to "P.I. # 15" as depicted on said Maintained Right-of-Way map; thence North 11°44'16" West, along said centerline of survey, 214.50 feet to the **POINT OF BEGINNING**; thence continue North 11°44'16" West, along said centerline of survey, 58.04 feet; thence North 76°28'12" East, 40.55 feet; thence South 12°32'15" East, 35.70 feet; thence South 10°58'08" East, 24.16 feet; thence South 79°01'52" West, 40.71 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPT existing right-of-way.

Said Parcel containing 867 square feet more or less.

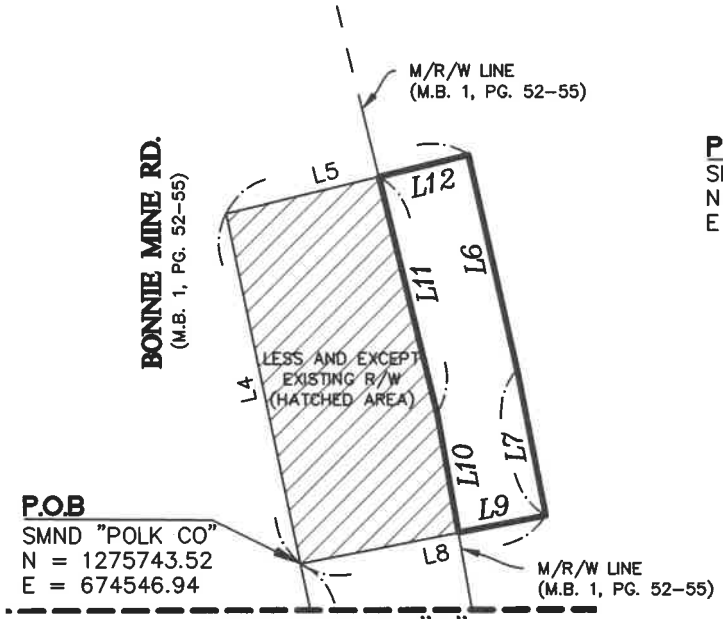
SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

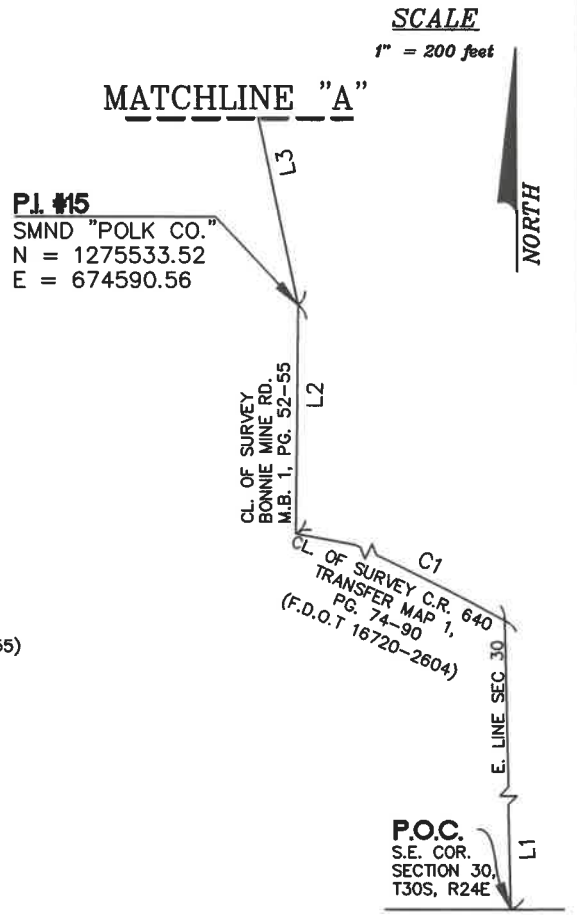
REVISION	DATE	BY

THIS IS NOT A SURVEY

Line Table		
LINE #	DIRECTION	LENGTH
L1	N 1°01'26" W	1776.05'
L2	N 0°49'09" E	247.05'
L3	N 11°44'16" W	214.50'
L4	N 11°44'16" W	58.04'
L5	N 76°28'12" E	40.55'
L6	S 12°32'15" E	35.70'
L7	S 10°58'08" E	24.16'
L8	S 79°01'52" W	40.71'
L9	S 79°01'52" W	14.55'
L10	N 9°57'01" W	19.70'
L11	N 13°31'48" W	39.52'
L12	N 76°28'12" E	15.00'



SCALE
1" = 200 feet



Curve Table					
CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	2764.94'	18°51'17"	N 70°43'34" W	905.78'	909.88'

LEGEND

(C)	= CALCULATED	P.B.	= PLAT BOOK
(P)	= PLAT	PG(S).	= PAGE(S)
CL.	= CENTERLINE	POB	= POINT OF BEGINNING
CO.	= COUNTY	POC	= POINT OF COMMENCEMENT
C.R.	= COUNTY ROAD	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
COR.	= CORNER	R	= RANGE
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION	R/W	= RIGHT-OF-WAY
M.B.	= MAP BOOK	SEC	= SECTION
M/R/W	= MAINTAINED RIGHT-OF-WAY	SMND	= SET MAG NAIL AND DISK
O.R.B.	= OFFICIAL RECORDS BOOK	T	= TOWNSHIP

SURVEYOR'S NOTES

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

DATE
02/02/26

Digitally signed by John Richard Noland Jr.
Date: 2026.02.04 07:14:44 -05'00'

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

POLK COUNTY

DESCRIPTION SKETCH

LOCATED IN SECTION 30, TOWNSHIP 30 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Drawn Date:
2 of 2	MSK	JRN	02/02/26
Parcel Number:	**PREPARED FOR:**		**Job Number:**
N/A	REAL ESTATE SERVICES		0430E26-1

THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

Exhibit "A" - Sheet 2 of 2

Polk County

Board of County Commissioners

Agenda Item R.17. 3/3/2026

SUBJECT

Accept Polk County Utility Easement from DHIC-Highlands Reserve, LLC, as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of a proposed development, the County, through its Development Review Process has requested a utility easement for the construction and/or future maintenance of utility facilities for the development. The owner of subject property has executed and delivered an easement to Polk County for said facilities.

Accepting the following instrument will give the County the easement needed to construct and/or maintain the utility facilities for the proposed development.

1. Polk County Utilities Easement from DHIC-Highlands Reserve, LLC, a Delaware limited liability company, for utilities in conjunction with a proposed multi-family residential development. The subject easement lies in Section 13, Township 25 South, Range 26 East.

RECOMMENDATION

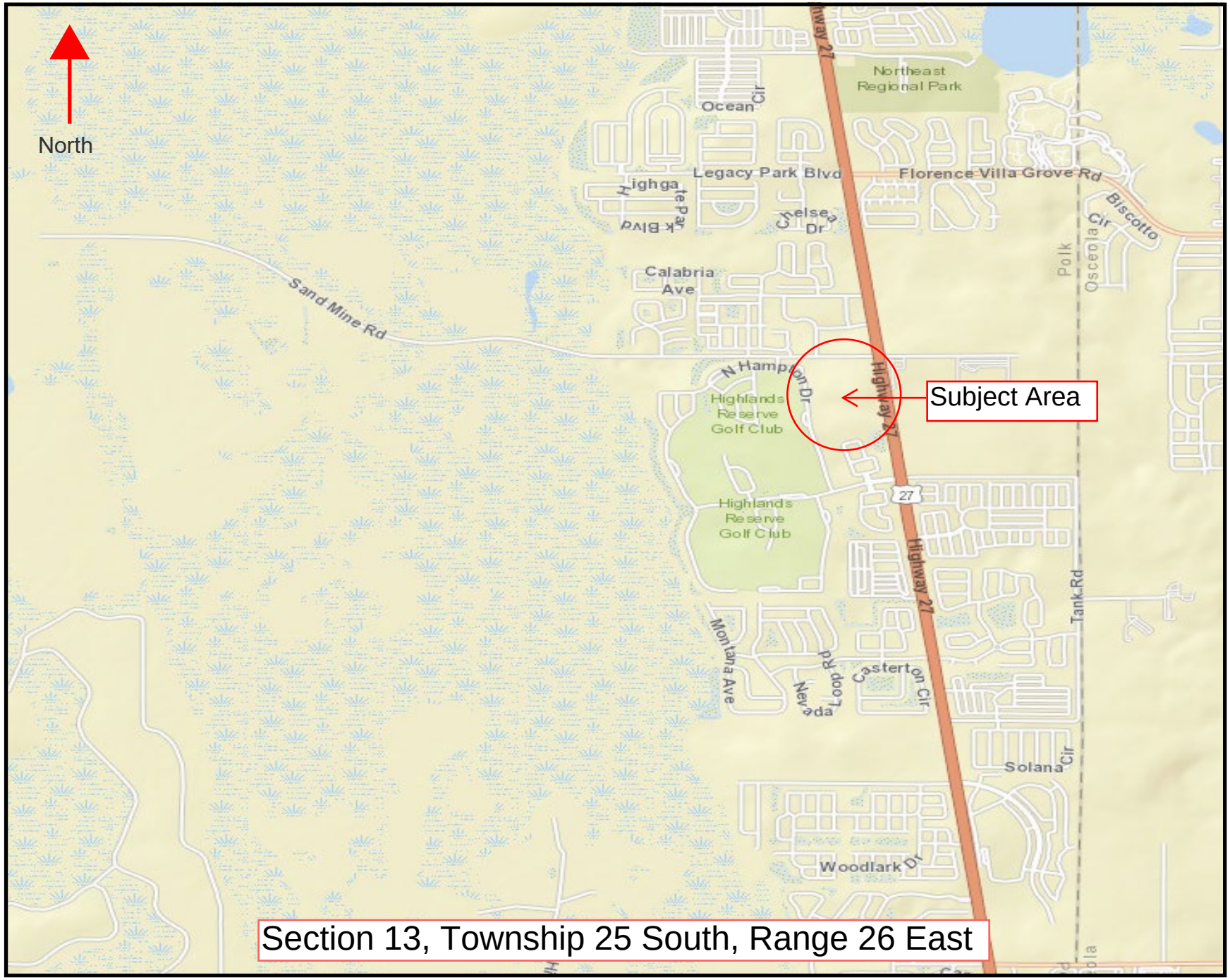
Request Board accept the preceding instrument.

FISCAL IMPACT

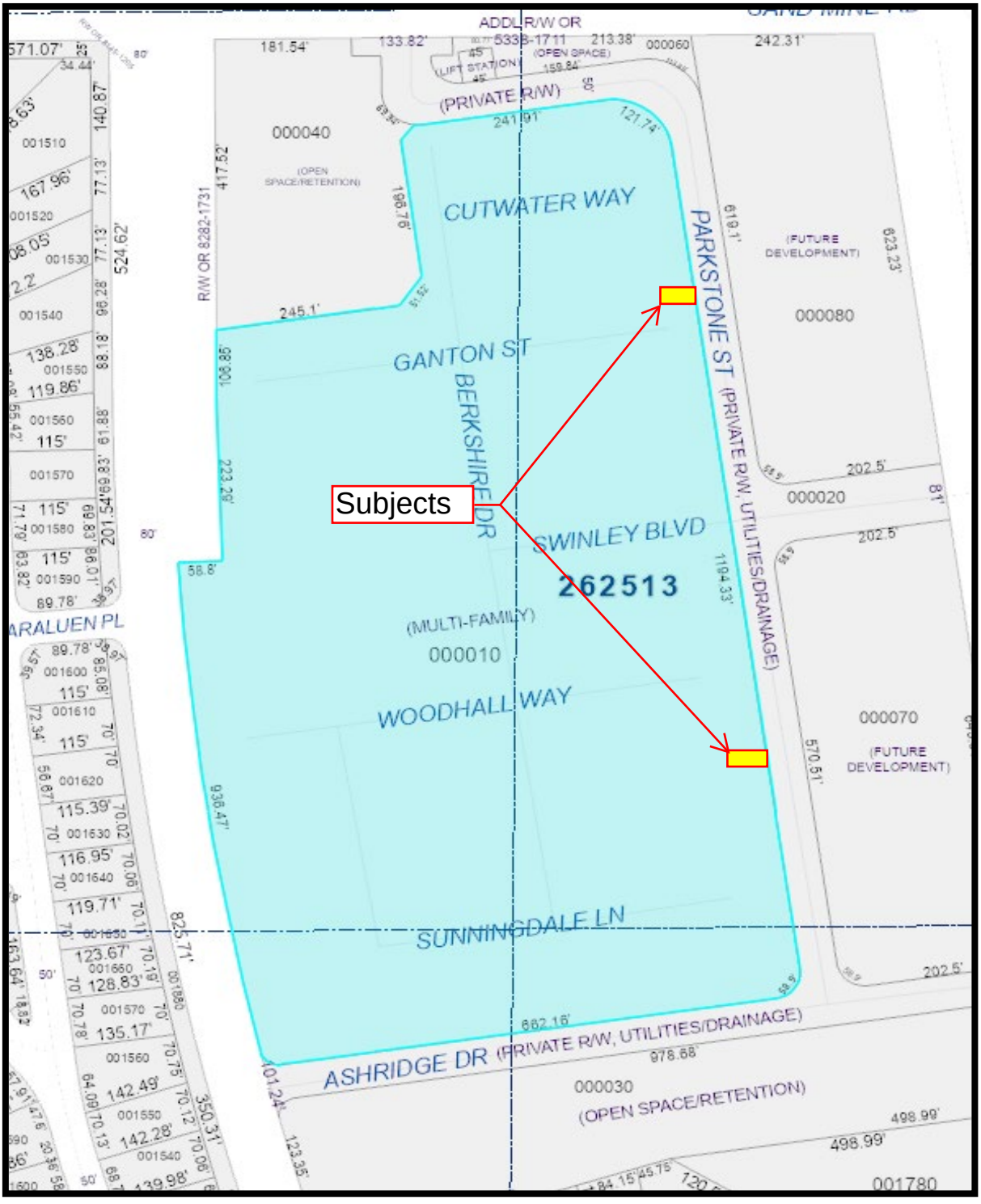
No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Northeast Regional Park
Ocean Cir
Legacy Park Blvd
Florence Villa Grove Rd
Biscotto
Chelsea Dr
Calabria Ave
Sand Mine Rd
Polk
Osceola Cir
N Hampton Dr
Highlands Reserve Golf Club
Subject Area
Highway 27
27
Tank Rd
Montana Ave
Nevada
Loop Rd
Castertón Cir
Solana Cir
Woodlark Dr
Section 13, Township 25 South, Range 26 East

SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST



This Instrument prepared under the direction of
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: Highlands Reserve

Parent Parcel I.D. No.: 262513-998020-000010

POLK COUNTY UTILITIES EASEMENT

THIS POLK COUNTY UTILITIES EASEMENT, made this 10 day of February, 2026, between DHIC – HIGHLANDS RESERVE, LLC, a Delaware limited liability company (the GRANTOR), whose address is 1341 Horton Circle, Arlington, Texas 76011, and POLK COUNTY, a political subdivision of the State of Florida (the GRANTEE), whose address is P.O. Box 988, Bartow, FL 33831.

WITNESSETH, the GRANTOR, for and in consideration of the sum of one dollar and other valuable consideration paid by GRANTEE, receipt whereof is hereby acknowledged, grants and conveys to GRANTEE to, its successors, assigns, licensees, a perpetual Polk County Utilities Easement, as described and illustrated below, which is to be under, over, and across the property situated in Polk County, Florida, more particularly described as:

See Attached Exhibits "A" and "B"

for Polk County owned utilities, which may include but is not limited to potable water, reclaimed water and wastewater facilities hereafter on said property, such easement to include (i) the right of free ingress and egress under, over and across said property for the purposes of constructing, installing, repairing, replacing, operating, and maintaining said utilities. The GRANTEE is hereby granted the right, privilege, and authority to trim and remove, as necessary, the roots of trees, shrubs, bushes, and plants that may adversely affect the operation of said utilities.

This grant of easement shall not be construed as a grant of right of way and is limited to a Polk County utilities easement. The GRANTOR shall have the right to use the property subject to the easement granted hereby (the "Easement"), including without limitation for improved parking areas, improved roadways, improved driveways, medians and landscaping, which are not inconsistent with the use of the Easement by the GRANTEE for the purposes granted hereby. Inconsistent improvements to the use of the Easement by the GRANTOR 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 prior written approval of the GRANTEE, the limited use of trees, walls, foundations and mounded landscaping may be utilized within such area by the GRANTOR.

The GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the GRANTEE. In the event that the GRANTEE performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, the GRANTEE shall be responsible for restoring the disturbed portions of all existing County approved and permitted improvements in as good or better condition than existed prior to the disturbance activity by the GRANTEE

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its proper officers thereunto duly authorized, and its corporate seal to be affixed, the day and year first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Courtney Chuhoff
Witness
Print Name Courtney Chuhoff
Address 2500 Maitland Center Pkwy, Suite 311
Maitland FL 32751

Witness
Print Name Christopher Bene
Address 2500 maitland center Pkwy, Suite 311
Maitland FL 32751

DHIC – HIGHLANDS RESERVE, LLC,
a Delaware limited liability company

By: DHI Communities II, LLC, a Delaware limited liability company, its sole member

By: _____
Matthew L. Mitchell, Vice-President

STATE OF Florida

COUNTY OF Orange

THE FOREGOING instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of February, 2026, by Matthew L. Mitchell, as Vice-President of DHI Communities II, LLC, a Delaware limited liability company as sole member of DHIC – Highlands Reserve, LLC a Delaware limited liability company, on behalf of said company, who is ☑ personally known to me or who has produced _____ as identification.

_____
Notary Public

(Seal)

ALEXANDRA LION-DO
Notary Public - State of Florida
Commission # HH 627834
My Comm. Expires Jan 13, 2029
Bonded through National Notary Assn.

ALEXANDRA LION-DO
Printed Name of Notary

Commission No. HH 627834
My commission expires 1/13/2029

SKETCH OF DESCRIPTION
HIGHLAND RESERVE
UTILITY EASEMENT

SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST,
CITY OF DAVENPORT, POLK COUNTY, FLORIDA

LEGAL DESCRIPTION

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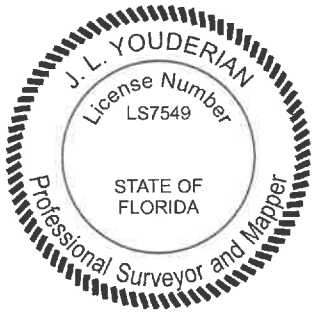
THENCE DEPARTING SAID EAST LINE OF TRACT A, S81°46'05"W, A DISTANCE OF 30.00 FEET; THENCE N08°13'55"W, A DISTANCE OF 15.00 FEET; THENCE N81°46'05"E, A DISTANCE OF 30.00 FEET TO SAID EAST LINE OF TRACT A; THENCE ALONG SAID EAST LINE OF TRACT A, S08°13'55"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING (450 SQUARE FEET) OF LAND, MORE OR LESS.



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Jerome L Youderian

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LEADING EDGE LAND SERVICES, INC.
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
LICENSED BUSINESS: 6846
JL YOUDERIAN P.S.M. NO. 7549

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SHEET NUMBER	SHEET DESCRIPTION
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2	SURVEYORS NOTES
3	UTILITY EASEMENT

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FOR
DHI COMMUNITIES

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SEE DIGITAL SIGNATURE
JL YOUDERIAN
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 7549

DATE OF DRAWING: 26 JAN 2026	
MANAGER: JLY	CADD: JAA
PROJECT NUMBER: 1181–24007	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: 13 NOV 2025	
CREW CHIEF(S): NAC	
COMPUTER FILE: 1181007SD.DWG	
SCALE: N/A	SHEET 1 OF 3

SKETCH OF DESCRIPTION
HIGHLAND RESERVE
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SKETCH OF DESCRIPTION
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SECTION 13, TOWNSHIP 25 SOUTH, RANGE 26 EAST,
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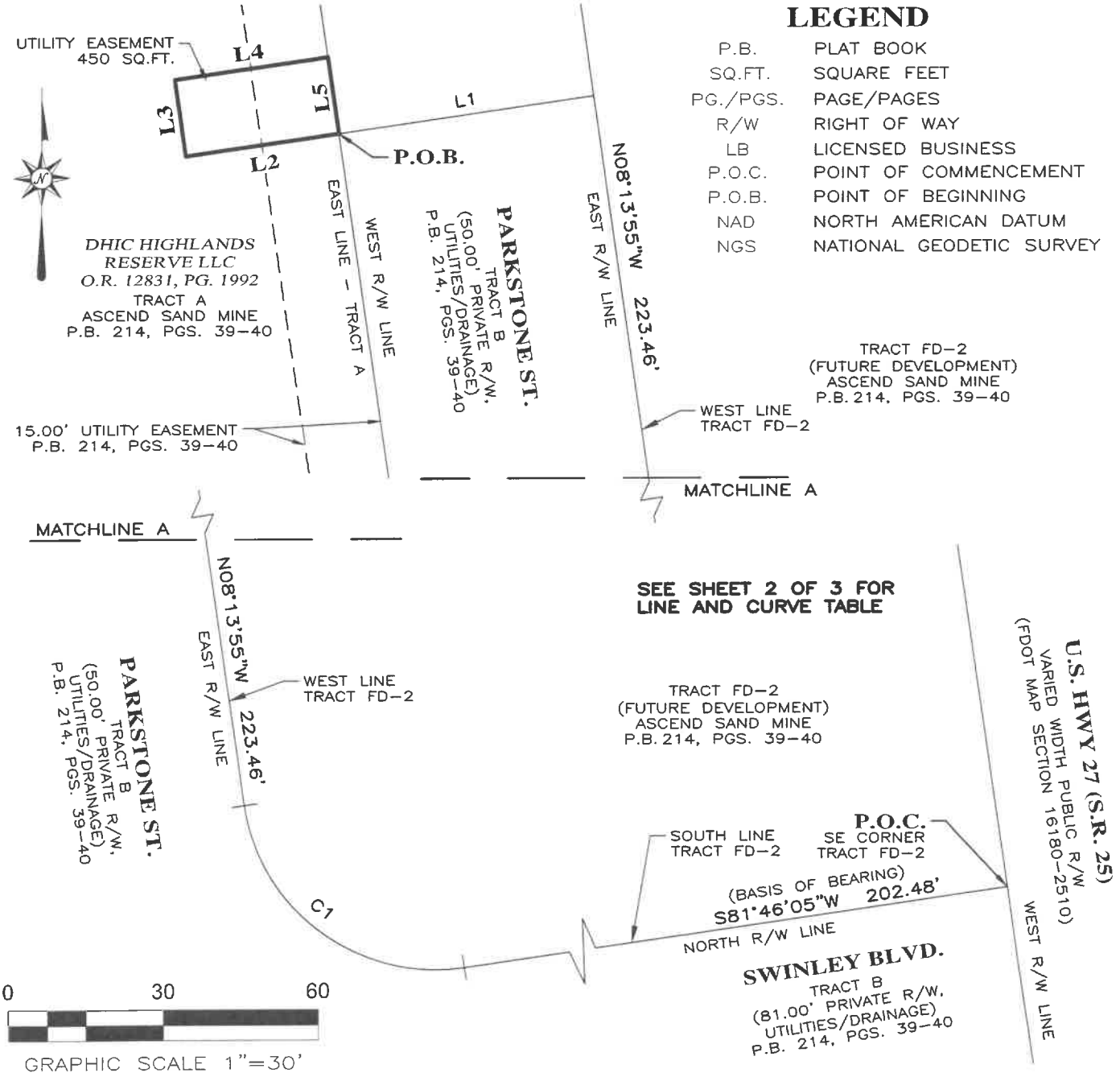
Exhibit "A" - Sheet 3 of 3



LEGEND

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PG./PGS.	PAGE/PAGES
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LB	LICENSED BUSINESS
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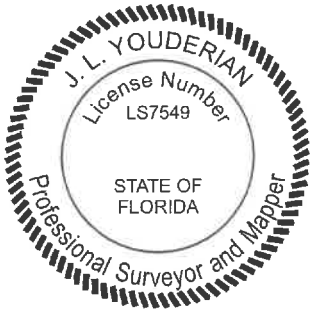

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SKETCH OF DESCRIPTION
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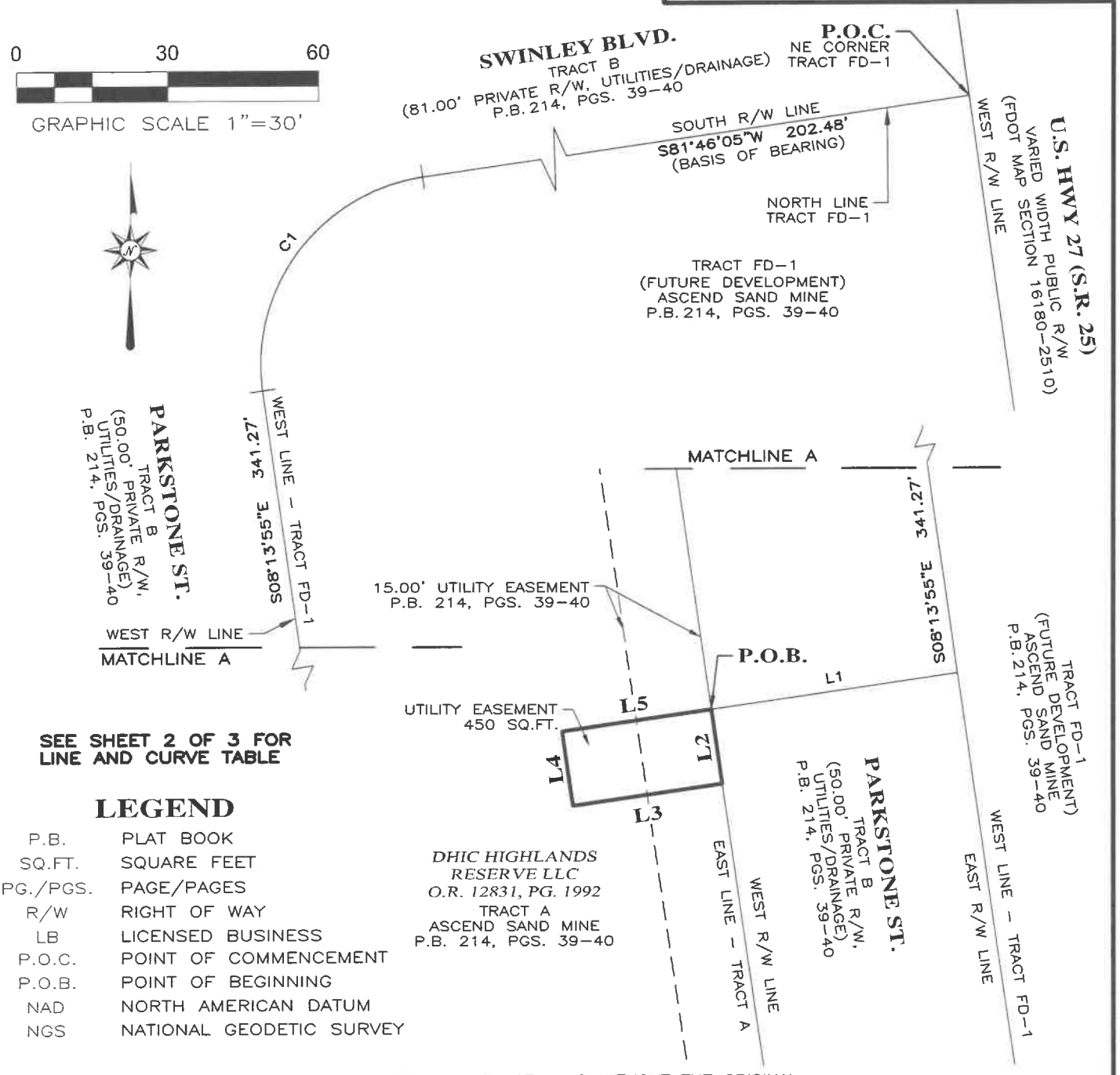
Exhibit "B" - Sheet 3 of 3



SEE SHEET 2 OF 3 FOR LINE AND CURVE TABLE

LEGEND

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SQ.FT.	SQUARE FEET
PG./PGS.	PAGE/PAGES
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Agenda Item R.18. 3/3/2026

SUBJECT

Approve Consultant Services Authorization (CSA) No. 22-093-03 with NV5, (Consultant) for engineering services for the design of a sidewalk along W Daughtery Rd between US 98 and Green Rd. ($189,701.43)

DESCRIPTION

This CSA will provide professional engineering services to perform roadway design, drainage design and permitting services, signing and pavement marking design services, utility coordination and for construction plans for a sidewalk connecting to existing sidewalk on US 98 and Green Rd. County staff has negotiated a CSA with the Consultant to provide professional engineering services for this Project. The Consultant is to perform these services at a total not-to-exceed fee of $189,701.43 and will be completed as detailed in “Exhibit A”.

RECOMMENDATION

Request the Board approve CSA No. No. 22-093-03 with the Consultant at not-to-exceed fee of $189,701.43 for the W Daughtery Rd Sidewalk project.

FISCAL IMPACT

Funds are budgeted and available in the Transportation Millage Fund.

CONTACT INFORMATION

Preston Warwick, E.I.T.
Project Management
Roads & Drainage Division
(863) 535-2230

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

Consultant Services Authorization

Firm	NV5
Master Agreement No.	22-093
CSA No.	22-093-03
Project Name	W Daughtery Rd Sidewalk
Project Description	New Sidewalk
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule Exhibit "D"-Insurance Documents
Duration (in days)	Completion of design
Compensation	Total Cost Not to Exceed: $ 189,701.43
Special Contract Conditions	NONE
Insurance Requirements	Professional Liability
Liquidated Damages	$ 0 Per Day
Budget Source/Availability	14971.540152101.5663400.5400012

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this __ day of _____, 20__ .

Attest:
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Date Approved by Board:_____

POLK COUNTY, a Political subdivision of the State of Florida

By:_____
Chairperson
Board of County Commissioners

Review as to form and legal sufficiency
_____ 2/4/2026
County Attorney's Office Date

NV5
CONSULTANT COMPANY NAME

Attest:

_____
Corporate Secretary

SEAL

Date: 1/19/2026

_____
Authorized Corporate Officer

Levis C. Koloko, P.E., Vice President
[Printed Name and Title]

Date: 01/14/2026

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000
CSA: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

CPO/CSA #:22-093-03 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 1/29/2025 Division: Roads and Drainage

Project Manager's Name: Preston Warwick Phone #: 863-535-2230

Project Name: W Daughtery Rd Sidewalk

Total Project Budget: $2,250,000 Project #5400012

Estimate of Construction Cost:

Proposed Consultant: NV5 Fee: $ 189,701.43

Master Consultant Agreement # 22-093

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: Date 2/2/26
Division Director/Designee

Procurement Division

Date Received: 1/30/26 Date Reviewed by Analyst: 2/5/26

Approved by:
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 2/3/2026 Date Reviewed: 2/4/2026

Approved by:
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: Date Reviewed:

Approved by:
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

Revised: 6/28/24(KB)

Selection Procedure for Consultants with Continuing Contracts
CCNA Continuing Contracts Justification Form

Please submit this form along with any Original CSA/CPO Consultant Approval Form

Division: Roads & Drainage
Project Manager: Preston Warwick, E.I.

Step 1:

Review list for appropriate Expertise, Experience, and Personnel (List all consultants awarded a master agreement under the RFP)

Consultant	Expertise	Experience	Personnel	Local (Y/N)	Elevated for Consideration (Y/N)
AECOM	Y	Y	Y	Y	Y
AIM Engineering & Survey	Y	Y	Y	Y	Y
Burgess and Niple	Y	Y	Y	N	Y
CONSOR Engineers	Y	Y	Y	Y	Y
Dewberry Engineers	Y	Y	Y	Y	Y
DRMP	Y	Y	Y	Y	Y
HDR Engineering	Y	Y	Y	N	Y
HNTB	Y	Y	Y	Y	Y
Jacobs Engineering Group	Y	Y	Y	N	Y
Kimley-Horn and Associates	Y	Y	Y	N	Y
Kissinger Campo & Associates	Y	Y	Y	N	Y
Mott MacDonald Florida	Y	Y	Y	N	Y
NV5	Y	Y	Y	N	Y
Patel, Greene, and Associates	Y	Y	Y	Y	Y
Rummel, Klepper & Kahl	Y	Y	Y	Y	Y
WSP USA	Y	Y	Y	Y	Y

State justification for each firm NOT elevated and why:

Step 2:

Past performance on similar projects satisfactory (List all consultants elevated from Step 1)

Consultant	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)
AECOM	Y	Y
AIM Engineering & Survey	Y	Y
Burgess and Niple	Y	Y
CONSOR Engineers	Y	Y
Dewberry Engineers	Y	Y
DRMP	Y	Y
HDR Engineering	Y	Y
HNTB	Y	Y
Jacobs Engineering Group	Y	Y
Kimley-Horn and Associates	Y	Y
Kissinger Campo & Associates	Y	Y
Mott MacDonald Florida	Y	Y
NV5	Y	Y
Patel, Greene, and Associates	Y	Y
Rummel, Klepper & Kahl	Y	Y
WSP USA	Y	Y

State justification for each firm NOT elevated and why:

Step 3:

Total amount of money the County has contracted with each Consultant elevated to Step 2 during the last 24 months.

Consultant	Contracted Amount	Elevated (Y/N)
AECOM	$ 825,701.75	N
AIM Engineering & Survey	$ 288,191.68	N
Burgess and Niple	$ 509,441.00	N
CONSOR Engineers	$ 647,131.38	N
Dewberry Engineers	$ 281,826.32	N
DRMP	$ 310,811.25	N
HDR Engineering	$ 478,192.81	N
HNTB	$ 932,430.40	N
Jacobs Engineering Group	$ 39,720.51	N
Kimley-Horn and Associates	$ 377,193.00	N
Kissinger Campo & Associates	$ 433,418.24	N
Mott MacDonald Florida	$ 99,951.44	N
NV5	$ 291,817.47	Y
Patel, Greene, and Associates	$ 521,122.46	N
Rummel, Klepper & Kahl	$ 587,193.82	N
WSP USA	$ 1,035,029.82	N

Step 4:

State justification, If the chosen consultant does not have the least amount of contract obligation.

The firms that have lower contracted amounts are in negotaitions for other CSAs.

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Noah Milov ✓
Heather Bryan ___

FROM: Preston Warwick 863-535-2230 (Name and Phone Number) DATE: 1/29/26

RETURN TO: Preston Warwick DIVISION: Roads and Drainage TR02

BOARD AGENDA DATE: ___ COUNTY MANAGER ITEM: ☑

PROJECT: W Daughtery Rd Sidewalk

CSA/CONTRACT NUMBER: 22-093-03

MODIFICATION NUMBER: ___ CHANGE ORDER NUMBER: ___

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: NV5

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: This is for CSA approval for the design of a sidewalk on W Daughtery Rd from US 98 to Green St.

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest conveninence. THANK YOU.

County Attorney

For CAO Use Only:

Assigned Staff: Noah Log-In Date: FEB 03 2026

CAO Project Number: 2026-80 Log-Out Date: 2/4/2026

EXHIBIT A
SCOPE OF SERVICES
DAUGHTERY RD W SIDEWALK
CSA #22-093-03

I. DESCRIPTION

The purpose of the project is to provide the design and preparation of a complete set of construction plans and incidental engineering services, as necessary, for sidewalk improvements along W. Daughtery Road from US 98 to Green Road. The County's intention will be to provide a new 5' sidewalk along the existing Right-of-Way on the North side of W. Daughtery Rd for approximately 3,385 ft.

This Consultant Services Authorization (CSA) is required to perform the following services for design and construction:

- Roadway Design Services
- Drainage Design and Permitting Services
- Signing and Pavement Marking Design Services
- Utility Coordination Services
- Subsurface Utility Engineering
- Wetlands and Species Surveys
- Post Design Services

It is understood that this project will have its own set of plans.

II. SERVICES

Design Services – The design shall be developed in accordance with the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, (Florida Greenbook) Florida Department of Transportation (FDOT) (2023), and applicable Polk County standards and requirements.

Plan sheets within the Construction plans shall be prepared for the proposed intersection improvements at a scale of 1" = 40' on 11" x 17" sheets. Other sheets shall use scales appropriate to the information shown on the sheet.

A. Concept Design

1. The Consultant shall prepare a memo to identify safety improvements for the County's consideration. At a minimum, the memo will list an inventory of broken driveways and drainage structures. In addition, the memo will highlight any non-compliant ADA elements with approximate cost to repair.

B. Roadway Design

1. Roadway Plans shall include the following elements as appropriate: Key Sheet, Signature Sheet, Summary of Pay Items Sheet, General Notes, Summary of Quantities Sheet, Typical Sections, Plan Sheets, Back of Sidewalk Profiles, Drainage Structures, Cross Sections, Signing and Pavement markings, and Temporary Traffic Control Concept Sheets.

2. If required, ADA ramps will be modeled at each intersection with W. Daughtery Rd within the project limits. The following locations are anticipated: Multi-Tenant Shopping Center, Angus Drive, Charolais Drive, Hereford Drive, Brahman Drive and Green Rd.

3. The Temporary Traffic Control Concept Sheet shall include a traffic control narrative with typical sections, prescribing the general traffic control practices to be used during construction referencing appropriate FDOT Roadway and Traffic Design Standards and include any applicable restrictions of construction activities. The Contractor will be required to prepare the detailed traffic control plan for review and approval by the Consultant and the County.

4. Conceptual Roll plot plans shall be developed and used as the basis for a field review meeting with County staff.

5. Construction plans shall be submitted to the County for review at 60% and 100% stages of completion.

6. A quantity computation booklet shall be prepared and submitted with the 100% and Final plans.

7. An estimate of probable construction cost shall be prepared and submitted with the 60%, 100% and Final plans.

C. Drainage Design and Permitting

1. Drainage plans shall include the following elements as appropriate: Summary of Drainage Structures, Drainage Structure Sheets and Erosion Control Sheets.

2. Prepare for and conduct a site inspection of the project limits to confirm the existing conditions of the side drains and end treatments, as well as the current drainage patterns within the right-of-way.

3. Drainage design will consist of improvements to the existing ditches along the North side of Daughtery Rd W.

4. Prepare a preliminary Drainage Exhibit based on the best available data. The preliminary drainage exhibit will also delineate the drainage sub-basin areas contributing runoff to each existing culvert.

5. Side drains along the North side of W. Daughtery Rd. will be evaluated and upgraded, as needed, at intersections.

6. Schedule a Pre-Application Meeting with the Southwest Florida Water Management District (SWFWMD).

7. Prepare for and conduct a Pre-Application Meeting with the SWFWMD and determine if the proposed sidewalk improvements qualify as an exempt activity or will require a permit submittal.

8. Review and comment on the Pre-Application Meeting Minutes prepared by the SWFWMD (draft and final).

9. If requested, prepare and submit the SWFWMD Request for Verification of an Exemption.

D. Signing and Pavement Marking Design

1. The Consultant will prepare signing and pavement marking plans for the sidewalk improvements.

2. An Engineer's Construction Cost Estimate will be prepared at 60%, 100%, and Final plans submittal.

E. Subsurface Utility Engineering

1. Recover existing survey control provided by Polk County.

2. Subsurface Utility Engineering – Quality Level "B" for the length of the project. NV5 will designate underground utilities utilizing industry standard tools - such as electromagnetic radio detection and/or ground penetrating radar - to detect and mark the subsurface utilities and record their approximate horizontal position on the ground with paint marks and pin flags. The designations will be performed in accordance with Subsurface Utility Engineering, Quality Level B accuracy as outlined in the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, ASCE, Publication No CI/ASCE 38-22. These designations will be field surveyed and added to a Cad drawing to be provided to the county. While NV5 will use every effort to designate all utilities in the project area, per ASCE 38 standards, no matter how comprehensive a Utility Investigation, uncertainty relative to any documented or non-documented subsurface utilities may still exist. This being the case, other utilities may still exist in the project area either in use or abandoned.

3. Subsurface Utility Locating Services – Quality Level "A" for up to 12 locations determined by the EOR. Perform utility test holes for subsurface utility locating as determined from proposed conflicts as found from Quality Level "B" locations, and in accordance with the following requirements:

- Perform utility test holes in compliance with Quality Level "A" of CI/ASCE 38-22, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, Standard 38-22.

- Test holes shall be performed by air vacuum excavation or other non-destructive techniques on existing utilities. One call notification and permit applications shall be made prior to test hole excavation as necessary.

- Test hole openings shall be a minimum 8" x 8" and typically not larger than 14" x 14". Excavation will proceed to expose the utility in a careful manner with the utmost concern for the safety of personnel, the public and surrounding property. A field test hole form will be completed for each excavation and will contain at a minimum parameters required by the Standard 38-22, which include: depth to the top and bottom of the utility, outside diameter, height of conduits or encasement, utility material, utility direction, pavement type/ thickness and general soil type.

- A permanent marker shall be placed over a reference point on the utility flush with grade. Typically, this reference point is the centerline of pipes or the edge of concrete structures. A minimum of three (3) ties/surface measurements will be taken to the permanent marker. The depth to the reference point on the utility will also be measured plumb to the permanent marker.

- Survey instrumentation will be used to determine the ground elevation (elevation of the permanent marker) of each test hole relative to the project datum and then added to the existing survey map completed by this office.

- The excavation shall be backfilled and compacted utilizing excavated materials. If necessary, pavement restoration will be made with a high epoxy content bituminous cold patch and will be guaranteed for a minimum of one (1) year.

F. Utility Coordination Services

1. Consultant shall perform a Sunshine 811 Design Ticket to identify potential utilities within the project corridor.

2. Consultant shall assess the utility impacts of the proposed alternatives, including preliminary communication with any impacted utilities. If relocations are warranted, Consultant shall work with the affected utility to determine if such relocation is feasible and if the relocation costs are reimbursable. If they are, Consultant shall obtain a preliminary estimate of those costs.

3. The Consultant shall submit Roll Plot Concept, 60% Plans, and 100% Plans to the utility companies for the utility companies to mark the location and or relocations/dispositions of their facilities. The Consultant shall transfer the information onto the construction plans. The utility relocations may be shown on the roadway plan sheets at the Consultants option. If no utility adjustments are

required, a letter of no involvement from the utility companies or the Consultant's Project Manager certifying no conflicts will be required with final submittal. The Final Plans submittal shall include documentation of the disposition of all utilities in the project area.

4. Consultant will provide a letter with final design submittal stating that all known utility conflicts have been cleared. If not cleared, Consultant will list the utilities and reasons why.

5. Consultant will provide with final design submittal, all signed Utility Work Schedule's (UWS), letters of no involvement, letters of no conflict, 811 design ticket, all correspondence with UAO's during design.

G. Wetlands and Species Surveys

1. Environmental Memorandum – Conduct a desktop survey of the corridor for wetlands, surface waters, and threatened and endangered species and prepare an Environmental Memorandum documenting findings. Any services needed beyond the environmental memorandum will be additional services.

H. Post Design Services

1. Project is anticipated to be constructed through the use of County's annual contracts and is not anticipated to be bid. The Consultant shall coordinate with County staff as needed to provide construction documents in the format needed to facilitate the use of the County's annual contracts for construction.

2. Construction Assistance – The Consultant will attend the pre-construction meeting and provide representation throughout the construction phase of the project to review and approve shop drawings submitted by the contractor, provide interpretation of the intended design and guidance for solving situations that arise as a result of unanticipated field conditions. Consultant shall not provide on-site inspection services nor prepare as-built or record drawings. Consultant shall coordinate the submittal of any needed certifications to permitting agencies from information provided by the Contractor.

3. Copies of marked-up plans prepared by the utility agencies/owners shall be submitted to the County with the final plans package.

III. DELIVERABLES

SAFETY MEMORANDUM

ENVIRONMENTAL MEMORANDUM

CONCEPT PLANS
- 1 set of Roll Plot.

PRELIMINARY PLANS (60% and 100%), CADD files & PDF's

- 1 set of construction plans (11" x 17").
- 1 copy of the estimated construction cost.

FINAL CONSTRUCTION PLANS

- 1 set of construction plans (11" x 17"), signed and sealed, CADD files & PDF's
- 1 copy of the estimated construction cost.
- 1 copy of estimated construction duration.
- 1 copy of final report summarizing test pitting investigation to meet ASCE 38-22 standards.

IV. ASSUMPTIONS

- The County intends to construct a new 5-foot sidewalk along the north side of W. Daughtery Road. Should the County decide to relocate the sidewalk, an amendment may be prepared to incorporate the necessary adjustments.
- Improvements to existing curb inlets are not anticipated near the intersection of US 98. If improvements are deemed necessary during the design, the Consultant will request additional funds.
- Fee estimates include Post Design fee. The Consultant will request additional funding if more effort is expected during construction.
- A Request for Verification of an Exemption will be filed with SWFWMD. The ERP exemption is for a minor roadway safety improvement project without wetland impacts for construction of a new sidewalk. There are no adverse impacts to existing swale water flow, storage, conveyance or water quality standards. Exempt activities include: 403.813(1)(h) repair or replacement of existing functional pipes for stormwater conveyance, (j) maintenance of swales, and (t) resurfacing of roads.
- Side street signages are assumed to meet minimum reflectivity signage and will be relocated.
- Stormwater Pollution Prevention Plan (SWPPP) Sheets are not included.

V. CLIENT-FURNISHED INFORMATION AND SERVICES

It is understood that the Consultant will perform services in close coordination and consultation with the County. The County shall provide the Consultant with certain project-related services and technical data:

A. The County will provide a Project Manager in charge of contract administration and management services for all County work associated with the design and to serve as liaison with the Consultant's Project Manager.

B. The County will issue the written Notice to Proceed (NTP) to the Consultant.

C. The County will provide topographic survey necessary to design the project.

D. The County will provide geotechnical engineering services* in support of the design.

E. The County will provide any needed CCTV inspection of the existing drainage structures.

F. The County will provide the roadway soil survey sheet, if needed. *

The Consultant may reasonably rely upon the accuracy and completeness of County-furnished information in connection with the performance of services under this agreement.

*NV5, Inc. is equipped to provide such services, if needed. This task is considered an optional service.

VI. PROJECT SCHEDULE

The Consultant shall complete design services within eight (8) months (246 calendar days) from receiving the signed Authorization and Notice to Proceed. If the County requests that work under this Authorization to be stopped, the schedule is subject to re-negotiation when written authorization to restart is received.

A design production schedule shall be prepared and kept up to date throughout the design process. The milestone schedule, based on receipt of review comments within two weeks after submitting the deliverables, is:

Conceptual Plan Meeting	3 weeks after receipt of topographic survey
60% Deliverables	6 weeks after acceptance of Conceptual Plan (2 weeks for County review)
100% Deliverables	4 Weeks after receipt of 60% comments (2 weeks for County review)
Final Deliverables	3 Weeks after receipt of 100% comments (2 weeks for County review)

VII. COMPENSATION

The Consultant will perform the above Scope of Services on an hourly rate fee basis up to the Not to Exceed Limit of the Authorization, $189,701.43. In the event the Scope of Services requires modifications at the request of the County, or unforeseen circumstances require additional work, an amendment may be prepared to make necessary adjustments. The fee schedule for this Scope of Services is shown in the attached Exhibit B. The Consultant shall submit invoices not more than monthly.

The work and deliverables identified shall be timely delivered within contract amount. Failure to complete the scope of work within time and budget each constitutes a breach of contract. Under no circumstances will the County pay additional monies for the accomplishment of the identified work. The County will consider an amendment to the Authorization in the event circumstances beyond the control of the Consultant delay the tender of deliverables. Additional money for additional work may be provided by a Board of County Commissioners approved amendment of the AUTHORIZATION. Work done in excess of the current Authorization amount will not be compensated.

EXHIBIT B
FEE SCHEDULE
W. DAUGHTERY RD. SIDEWALK

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: W Daughtery Rd. Sidewalk Design
County: Polk
FPN: CSA #22-093-03
FAP No.: N/A

Consultant Name: NV5, Inc.
Consultant No.: TBD
Date: 1/29/2026
Estimator: LCK

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager 1	Project Manager 3	Engineer 2	Senior Utility Coordinator	Engineer Intern	Engineer 1	Sr. Engineering Technician	Engineering Aide	Project Coordinator	Secretary/Clerical	Senior Surveyor & Mapper	Senior Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$246.92	$253.64	$177.67	$105.08	$105.36	$153.30	$89.08	$67.23	$0.00	$79.18	$246.05	$100.51			
3. Project General and Project Common Tasks	128	51	6	58	0	0	0	0	0	0	13	0	0	128	$25,449	$198.82
4. Roadway Analysis	335	17	17	201	0	0	0	100	0	0	0	0	0	335	$53,129	$158.59
5. Roadway Plans	290	15	15	102	0	0	0	158	0	0	0	0	0	290	$39,705	$136.92
6a. Drainage Analysis	63	13	3	35	0	0	0	12	0	0	0	0	0	63	$11,258	$178.70
6b. Drainage Plans	39	2	2	14	0	0	0	21	0	0	0	0	0	39	$5,359	$137.41
7. Utilities	86	5	4	9	68	0	0	0	0	0	0	0	0	86	$10,994	$127.83
8. Environmental Permits,and Env. Clearances	11	1	1	6	0	0	0	3	0	0	0	0	0	11	$1,834	$166.71
19. Signing & Pavement Marking Analysis	17	2	0	10	0	0	0	5	0	0	0	0	0	17	$2,716	$159.76
20. Signing & Pavement Marking Plans	30	2	2	10	0	0	0	16	0	0	0	0	0	30	$4,203	$140.10
27. Survey (Field & Office Support)	48	0	0	0	0	0	0	0	0	0	0	10	38	48	$6,280	$130.83
Total Staff Hours	1,047	108	50	445	68	0	0	315	0	0	13	10	38	1,047		
Total Staff Cost		$26,667.36	$12,682.00	$79,063.15	$7,145.44	$0.00	$0.00	$28,060.20	$0.00	$0.00	$1,029.34	$2,460.50	$3,819.38		$160,927.37	$153.70
														Check =	$160,927.37	

Survey Field Days by Subconsultant
3 - Person Crew; 10 hour crew days

SALARY RELATED COSTS:					$160,927.37
OVERHEAD:		0%			$0.00
OPERATING MARGIN:		0%			$0.00
FCCM (Facilities Capital Cost Money):		0.00%			$0.00
EXPENSES:		2.50%			$4,023.18
Survey (Field - if by Prime)	10	3-person crew days @	$ 2,039.70	/ day	$20,397.00
SUBTOTAL ESTIMATED FEE:					**$185,347.55**
Subconsultant: ESA					$4,353.88
SUBTOTAL ESTIMATED FEE:					**$189,701.43**
Subconsultant: N/A					$0.00
SUBTOTAL ESTIMATED FEE:					**$189,701.43**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$189,701.43**

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

NV5

Proposed Staff

NV5, Inc.

Polk County RFP 22-242

Exhibit B

Prime: NV5, Inc. **NV5 Project No.: 22012.4M**

FDOT Standard Job Classifications	Personnel	Current Hourly Rate	% Employee Used	Yrs. of Exp. – Post Req. (If Appl.)	License #	Date Issued	Loaded Rates
Project Manager 3	Forest Adkins	$81.43	80%		56003	07/25/00	
	Bret Bennett	$81.73	20%		53977	02/12/99	
		AVERAGE HOURLY RATE = $		$81.49			**$253.64**
Project Manager 1	James Miller	$79.33	100%		FL-92430	09/29/21	
					CA-82522		
		AVERAGE HOURLY RATE = $		$79.33			**$246.92**
Engineer 2	Mallory Murray	$57.44	65%		74792	06/08/12	
	Christopher Coleman	$56.40	35%		81347	06/15/16	
		AVERAGE HOURLY RATE = $		$57.08			**$177.67**
Engineer 1	Justin Huang	$49.25	100%				
		AVERAGE HOURLY RATE = $		$49.25			**$153.30**
Engineering Intern	Genesis Rios	$35.51	50%				
	Nichloas Tabak	$32.19	50%				
		AVERAGE HOURLY RATE = $		$33.85			**$105.36**
Engineering Aide	Samuel Dyer	$18.00	70%				
	Aaron Karnowski	$30.00	30%				
		AVERAGE HOURLY RATE = $		$21.60			**$67.23**
Senior Engineering Technician	Matthew Patterson	$28.62	100%				
		AVERAGE HOURLY RATE = $		$28.62			**$89.08**
Senior Utility Coordinator	Louise Hom	$33.76	100%				
		AVERAGE HOURLY RATE = $		$33.76			**$105.08**
Secretary/Clerical	Sharon Adkins	$25.44	100%				
		AVERAGE HOURLY RATE = $		$25.44			**$79.18**
		AVERAGE HOURLY RATE = $					

1.0000	Base
1.7066	Overhead
0.40599	x Operating Margin 15%
3.11259	**Multiplier**

Proposed Staff

NV5, Inc.

Polk County RFP 22-242

Prime: NV5, Inc. **(NV5 Project No.: 22012.4M**

FDOT Standard Job Classifications	Personnel	Current Hourly Rate	% Employee U	Yrs. of Exp. – Post Req. (If Appl.)	License #	Date Issued	Loaded Rates
Senior Surveyor & Mapper	Aleksandar Grkovic	$79.05	100%	DE746(2008) DC905295(2009) MD21757 (2014)	LS7099	11/21/16	
		AVERAGE HOURLY RATE = $		$79.05			**$246.05**
Project Manager	Christopher Laberge	$52.86	100%		LS6014	01/31/00	
		AVERAGE HOURLY RATE = $		$52.86			**$164.53**
Senior Survey Technician	Ryan Leath	$32.29	100%				
		AVERAGE HOURLY RATE = $		$32.29			**$100.51**
Secretary/Clerical	Sharon Adkins	$24.70	100%				
		AVERAGE HOURLY RATE = $		$24.70			**$76.88**
Party Chief	Robert Hancock	$26.22	100%				
		AVERAGE HOURLY RATE = $		$26.22			**$81.61**
Instrument Man	Steeve Vernet	$21.00	50%				
	Jaime Gutierrez	$20.62	50%				
		AVERAGE HOURLY RATE = $		$20.81			**$64.77**
Rodman	Zachary Smith	$18.50	100%				
		AVERAGE HOURLY RATE = $		$18.50			**$57.58**
Lead Utility Locator	Ryan Newell	$22.95	100%				
		AVERAGE HOURLY RATE = $		$22.95			**$71.43**
SUE Technician 2	Kevin Banaghan	$19.00	100%				
		AVERAGE HOURLY RATE = $		$19.00			**$59.14**
SUE Technician 1	Brian Crownover	$16.97	100%				
		AVERAGE HOURLY RATE = $		$16.97			**$52.82**

NV5

Proposed Staff

NV5, Inc.

Polk County RFP 22-242

FDOT Standard Job Classifications	Position		Average Rates			Loaded Rates
Two Person Crew	SUR Party Chief	$26.22				
	SUR Survey Technician 3	$20.81				
	AVERAGE HOURLY RATE = $		$47.03			**$146.39**
Three Person Crew	SUR Party Chief	$26.22				
	SUR Survey Technician 3	$20.81				
	SUR Survey Technician 2	$18.50				
	AVERAGE HOURLY RATE = $		$65.53			**$203.97**
Four Person Crew	SUR Party Chief	$26.22				
	SUR Survey Technician 3	$20.81				
	SUR Survey Technician 2	$18.50				
	SUR Survey Technician 2	$18.50				
	AVERAGE HOURLY RATE = $		$84.03			**$261.55**
Five Person Crew	SUR Party Chief	$26.22				
	SUR Survey Technician 3	$20.81				
	SUR Survey Technician 3	$20.81				
	SUR Survey Technician 2	$18.50				
	SUR Survey Technician 2	$18.50				
	AVERAGE HOURLY RATE = $		$104.84			**$326.32**
Two Person SUE Designating Crew	SUR SUE Technician 3	$22.95				
	SUR SUE Technician 2	$19.00				
	AVERAGE HOURLY RATE = $		$41.95			**$130.57**
Three Person SUE Designating Crew	SUR SUE Technician 3	$22.95				
	SUR SUE Technician 2	$19.00				
	SUR SUE Technician 1	$16.97				
	AVERAGE HOURLY RATE = $		$58.92			**$183.39**
Two Person SUE Locating Crew	SUR SUE Technician 3	$22.95				
	SUR SUE Technician 2	$19.00				
	AVERAGE HOURLY RATE = $		$41.95			**$130.57**
Three Person SUE Locating Crew	SUR SUE Technician 3	$22.95				
	SUR SUE Technician 2	$19.00				
	SUR SUE Technician 1	$16.97				
	AVERAGE HOURLY RATE = $		$58.92			**$183.39**
Four Person SUE Locating Crew	SUR SUE Technician 3	$22.95				
	SUR SUE Technician 2	$19.00				
	SUR SUE Technician 2	$19.00				
	SUR SUE Technician 1	$16.97				
	AVERAGE HOURLY RATE = $		$77.92			**$242.53**

1.0000	Base
1.7066	Overhead
0.40599	x Operating Margin 15%
3.11259	**Multiplier**

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Subcontractor Services	Actual Costs
2.	Travel & Mileage Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).
3.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

CERTIFICATE OF LIABILITY INSURANCE

5/1/2026

DATE (MM/DD/YYYY) 11/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	**CONTACT NAME:** Lockton Technical Services **PHONE (A/C, No, Ext):** (404) 460-3600 **FAX (A/C, No):** **E-MAIL ADDRESS:** NV5Certs@lockton.com
INSURED 1491108 NV5, Inc. 6200 Lee Vista Blvd STE 400 Orlando FL 32822	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Fire Insurance Company — 19682 **INSURER B :** Navigators Specialty Insurance Company — 36056 **INSURER C :** Twin City Fire Insurance Company — 29459 **INSURER D :** National Fire and Marine Insurance Co — 20079 **INSURER E :** Everest Indemnity Insurance Company — 10851 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22629602 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	21 CSE S88600	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	21 CSE S88601	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ $0	N	N	GA25UMRZ0HBL9IC	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	22 WB BR9RZL	5/1/2025	5/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E D A	Excess Liab Prof/Poll Liab Bus Per Prop	N	N	XC9EX00437-251 42-EPP-321328-04 22UUNBL5R2L	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	Ea Claim/Agg $10M/$10M Ea Claim/Agg $10M/$20M Limit $23,515,383	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: NV5 Project #1290722-0022012.4E, CSA #22-093-3 - Daughtery Road W Sidewalk. Polk County and A Political Subdivision of the State of Florida are Additional Insured on General Liability and Auto Liability, on a Primary and Non-Contributory Basis, if required by written contract. Waiver of Subrogation applies in favor of additional insured as required by written contract as respect to General Liability, Auto Liability and Workers Compensation Liability, subject to terms, conditions and exclusions where applicable by state law.

CERTIFICATE HOLDER

22629602
Polk County
A Political Subdivision of the State of Florida
PO Box 9005, Drawer AS05
Bartow, FL 33831

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Agenda Item R.19. 3/3/2026

SUBJECT

Consultant Service Authorization (CSA) 2021-024-05 with Jones Edmunds and Associates, Inc. for Environmental Resource Permitting (ERP) related to the construction activities to take place at the North Central Landfill (NCLF) Williams Tract cell 3 borrow area and the Transfer Station and Citizens Convenience Center area. (Total cost not-to-exceed $184,022.71)

DESCRIPTION

The Florida Department of Environmental Protection (FDEP) requires to get an Environmental Resource Permitting (ERP) permit for borrow area construction and any upland construction activities that generate stormwater runoff, which is applicable to the construction that is going to take place at the above mentioned areas. Consultant will provide professional engineering services for Environmental Resource Permitting (ERP) related to the construction activities at the North Central Landfill (NCLF) Williams Tract cell 3 borrow area and the Transfer Station and Citizens Convenience Center area.

RECOMMENDATION

Request for approval for Consultant Services Agreement (CSA) 2021-024-05 between Polk County and Jones Edmunds and Associates, Inc.

FISCAL IMPACT

Funds are budgeted in the Solid Waste Funds within the Williams Property Reclamation CIP project and NCLF Transfer Station Outbound Scale Addition CIP project.

CONTACT INFORMATION

Name: Maria Romero

Title: Industrial Engineer

Division: Solid Waste

Phone: (863) 284 - 4319 x 225

E-mail Address: mariaromero@polkfl.gov

Consultant Services Authorization

Firm Name:	Jones Edmunds and Associates, Inc.
Master Agreement No.:	2021-024
CSA No.:	2021-024-05
Project Name:	Williams Tract Cell 3 Borrow Area and Transfer Station & Citizens Convenience Center Environmental Resource Permitting
Project Description:	Professional Engineering Services for Environmental Resource Permitting (ERP) related to the Williams Tract Cell 3 Borrow Area and Transfer Station & Citizens Convenience Center at North Central Landfill (NCLF).
Project Exhibits and Attachments	Exhibit "A"- Scope of Services for this CSA Exhibit "B"- Current Fee Schedule (Master Agreement) Exhibit "C"- Reimbursable Cost Schedule Exhibit "D"- Professional Liability (Project Specific)
Duration (in days)	590
Compensation (Lump sum or Not to exceed to be identified in Exhibit "A")	$__184,022.71_____
Liquidated Damages (if applicable)	$_____/Per Day
Budget Source/Availability	Williams Tract: 41012.550534010.5662030.5500002 ($ 49,631.60) Transfer Station: 41012.550534010.5662030.5500047 ($ 134,391.11)

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this_____ day of _____, 20__.

Attest:
STACY M. BUTTERFIELD
By: _____
Deputy Clerk
Date Approved by County: _____

POLK COUNTY, a political subdivision
of the State of Florida
By: _____
_____, Chairman
Board of County Commissioners
Review as to form and legal sufficiency

_____
County Attorney's Office Date

Attest:

_____ 2/2/26
Corporate Secretary Date

SEAL

JONES, EDMUNDS & ASSOCIATES, INC. CORPORATE SEAL 1974 FLORIDA

7.27.20(MS)

CONSULTANT COMPANY NAME
Jones Edmunds & Associates, Inc.
Authorized Corporate Officer

_____ February 2, 2026
[Printed Name and Title] Date
Stanley F. Ferreira, Jr. - PE
President & CEO

023463
95344-312-25
GReinhart GR
CSawyerS CGS

February 2, 2026

Maria Romero
Industrial Engineer
Polk County Board of County Commissioners
Solid Waste Division
10 Environmental Loop S.
Winter Haven, Florida 33880

RE: Polk County North Central Landfill
Williams Tract Cell 3 Borrow Area and Transfer Station & Citizens Convenience Center Environmental Resource Permitting
Jones Edmunds Opportunity No.: 95344-312-25

Dear Ms. Romero:

Jones Edmunds is pleased to submit our proposal to provide professional engineering services for Environmental Resource Permitting (ERP) related activities for the Williams Tract Cell 3 Borrow Area and the Transfer Station and Citizens Convenience Center at the North Central Landfill (NCLF). The intent is to submit one permit application that covers both areas in order to unify and streamline the permitting and compliance process. Construction documents, construction assistance, and certification services are included for the Transfer Station area to ensure construction meets permitting requirements. Construction (excavation activities) at the Williams Tract area will be performed by Polk County personnel, therefore no construction services are included in this proposal for the Williams Tract area. This proposal includes:

- Exhibit A: Workscope
- Exhibit B: Fee Estimate

We appreciate the opportunity to continue supporting the Polk County Solid Waste Division in advancing these important projects. Our team is committed to delivering efficient, compliant, and environmentally responsible solutions that meet all regulatory requirements.

If you have any questions or need additional information, please contact me at (352) 258-9545 or via email at greinhart@jonesedmunds.com.

Sincerely,

George Reinhart, PhD, PE
Senior Engineer/Vice President
13545 Progress Boulevard, Suite 100
Alachua, Florida 32615

C:\Users\greinhart\Documents\Polk\Proposals\312-25 Williams Tract Borrow Area ERP\2026-20-02 Williams Tract Borrow Area_MRomero.docx

Attachments: Exhibits A and B

EXHIBIT A
POLK COUNTY NORTH CENTRAL LANDFILL
WILLIAMS TRACT CELL 3 BORROW AREA AND TRANSFER STATION & CITIZENS CONVENIENCE CENTER ENVIRONMENTAL RESOURCE PERMITTING

JONES EDMUNDS OPPORTUNITY NO.: 95344-312-25

WORKSCOPE, FEE ESTIMATE, AND SCHEDULE

Jones Edmunds is pleased to present this Workscope outlining the scope of work, fee estimate, and schedule for providing Environmental Resource Permitting (ERP) assistance for two key Polk County Solid Waste Division (Solid Waste Division) project areas:

1. The Williams Tract Cell 3 borrow area (approximately 46.5 acres).
2. The Transfer Station and proposed Citizens Convenience Center.

Jones Edmunds will deliver comprehensive engineering and permitting services so that these projects meet all applicable regulatory requirements while supporting Polk County's long-standing commitment to effective and environmentally responsible solid waste management.

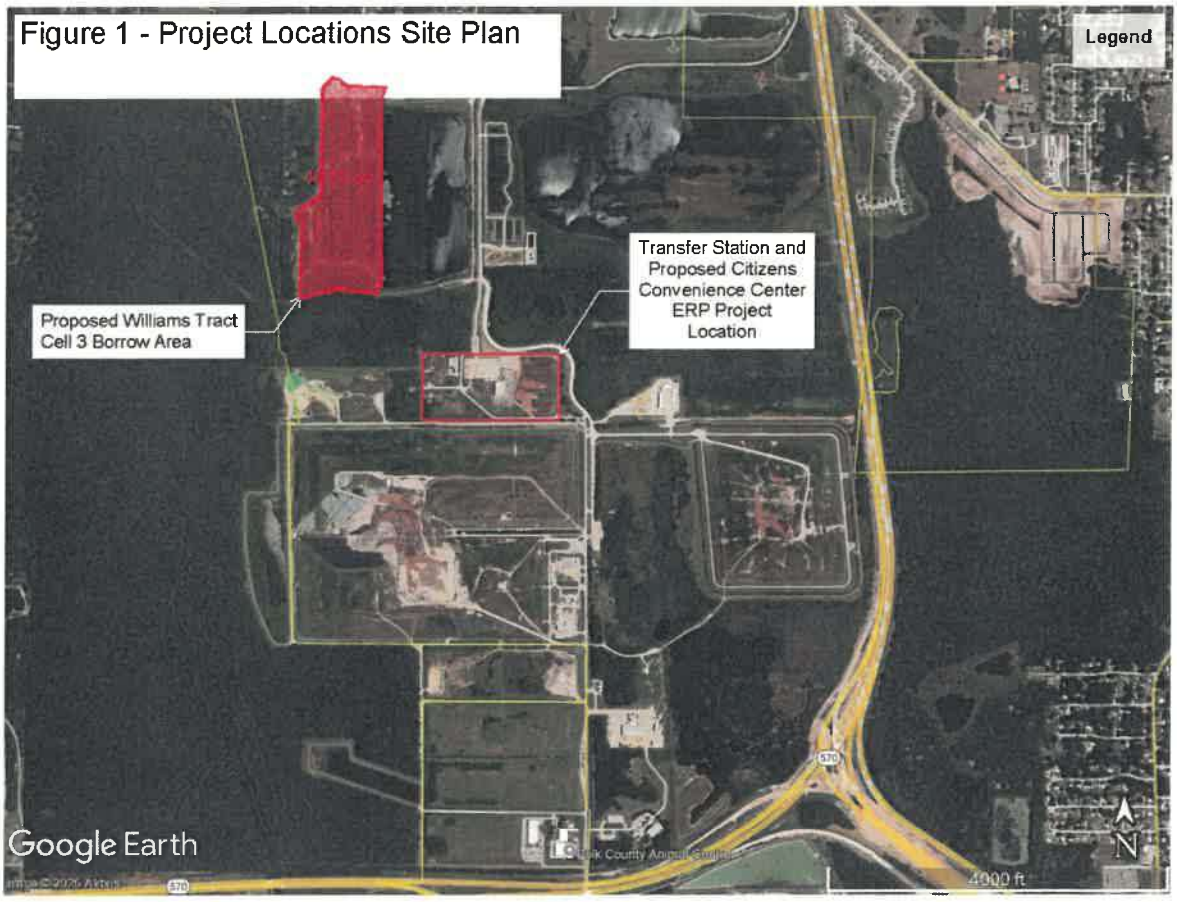
1 BACKGROUND AND PROJECT UNDERSTANDING

Polk County's North Central Landfill (NCLF) has served the community's solid waste disposal needs since 1977. To maintain operational efficiency and regulatory compliance, the Solid Waste Division requested Jones Edmunds' assistance preparing a stormwater management system design and ERP application. The two parts of the application are:

- **Williams Tract Cell 3 Borrow Area**: Historically, soil has been sourced from Cells 1 and 2 of the Williams Tract. The Solid Waste Division now seeks to develop Cell 3 as an additional borrow area. Jones Edmunds will design the borrow area and prepare supporting permit application documents in accordance with Chapter 62-330, Florida Administrative Code (FAC), and all relevant environmental considerations.
- **Transfer Station and Proposed Citizens Convenience Center**: The proposed Citizens Convenience Center site layout and design are being developed by SCS Engineers. Jones Edmunds will design and permit the associated stormwater management system for the Transfer Station and Citizens Convenience Center area in accordance with Chapter 62-330, FAC, and all relevant environmental considerations.

The intent is to prepare one ERP application that will include both the Williams Tract borrow area and the Transfer Station and Citizens Convenience Center. The ERP will be submitted to the Florida Department of Environmental Protection (FDEP) and will follow the new rules and standards issued June 28, 2024.

Figure 1, Project Locations Site Plan, provides an overview of the proposed project areas.



2 WORKSCOPE

Jones Edmunds will provide engineering services to design and permit the Williams Tract Cell 3 borrow area and the Transfer Station and Citizens Convenience Center stormwater system. This Workscope explains the proposed work and schedule. Exhibit B is the Fee Estimate.

TASK 1 –WILLIAMS TRACT CELL 3 BORROW AREA AND TRANSFER STATION ERP AND CONSTRUCTION SERVICES

Task 1 includes the effort associated with the Williams Tract Cell 3 Borrow Area and Transfer Station ERP and Construction Services.

TASK 1.1 – WILLIAMS TRACT BORROW AREA DESIGN AND PERMIT DRAWINGS

Jones Edmunds will provide professional engineering and environmental services to design and permit the proposed Williams Tract Cell 3 borrow area in compliance with FDEP's ERP requirements, Chapter 62-330, FAC.

The following are our design and permitting assumptions:

- Existing historical stormwater design and permitting documents and proposed site modifications prepared by SCS for the Citizens Convenience Center facility are available and sufficient for modeling and design purposes.
- No significant changes to site conditions that would require additional surveying or geotechnical investigations have occurred.
- No major redesign of offsite conveyance systems will be necessary.

The work will include:

- **Data Collection and Site Assessment:** Review existing site information, conduct field verification as needed, and compile historical soils information, wetlands, and hydrology data. All wetlands within the footprint of the proposed borrow area were historically mitigated; therefore, no additional wetland mitigation will be required as part of this application. No additional geotechnical subsurface investigations are proposed for the Cell 3 borrow area.
- **Design Documentation:** Prepare a comprehensive drawing set and figures to illustrate the proposed borrow area design and environmental features.

The following figures will be included:

- Location Map showing the site, major roads, and the Section, Township, and Range.
- Location Map with an aerial background and delineation of the proposed expansion.
- Soils Map.
- Wetlands and Surface-Waters Map showing wetlands, hydric soils, surface waters, and floodplain.
- Florida Natural Areas Inventory (FNAI) or Florida Land Use, Cover, and Forms Classification (FLUCCS) Map.

The drawing set will include the following:

- Cover Sheet (1 sheet)
- Erosion and Sediment Control Notes (2 sheets)
- NCLF Site Plan (2 sheets)
- Existing Conditions (2 sheets)
- Excavation Plan (4 sheets)
- Excavation Sections (2 sheets)

TASK 1.2 – WILLIAMS TRACT BORROW ENVIRONMENTAL RESOURCE PERMITTING

Jones Edmunds will prepare a complete ERP application package for both project areas in accordance with FDEP requirements. The portion of the effort associated with the Williams Tract is included under this subtask. The application process and package will include:

- **Pre-Application Meeting**: Coordinate a virtual pre-application meeting with FDEP to be conducted via Microsoft Teams or Zoom to review and discuss the proposed ERP.
- **ERP Application Preparation:** Complete all required FDEP forms and assemble the necessary supporting documentation. The application will comprise a detailed project description and purpose, a clear site location and legal description, information on existing conditions, and the proposed excavation plan. The application will also address

key environmental considerations such as wetlands, floodplain impacts, and wildlife habitat to comply with regulatory requirements.

Jones Edmunds will electronically submit the application as required by FDEP.

DELIVERABLES:

- Pre-application meeting agenda and meeting minutes.
- An electronic copy of the draft permit application to the Solid Waste Division for review.
- An electronic copy of the final signed-and-sealed permit application to FDEP and the Solid Waste Division.

TASK 1.3 – WILIAMS BORROW AREA REQUEST FOR ADDITIONAL INFORMATION AND PERMIT SUPPORT

FDEP has 30 days to review the ERP application. If questions arise, FDEP will issue a Request for Additional Information (RAI). Jones Edmunds has estimated preparing one RAI response package, whether the request is formal or informal. Jones Edmumds will prepare and submit a response document within 20 days of receiving the RAI unless additional out-of-scope work is requested.

This task also includes effort to review the draft permit and provide comments to FDEP as needed to ensure accuracy and compliance.

DELIVERABLES:

- An electronic copy of the draft RAI response document to the Solid Waste Division for review
- An electronic copy of the final signed-and-sealed RAI response document to FDEP and the Solid Waste Division.

TASK 1.4 TRANSFER STATION STORMWATER MANAGEMENT SYSTEM DESIGN AND PERMIT DRAWINGS

Jones Edmunds will design the stormwater management system associated with the existing Transfer Station and proposed Citizens Convenience Center. The stormwater management system for the Transfer Station was originally permitted through the Southwest Florida Water Management District (SWFWMD). However, the intent of this project is to design both facilities as one system and permit through FDEP. During the design process and the pre-application meeting, Jones Edmunds will notify SWFWMD of this intent.

The design will include technical modeling of the system and design updates as follows:

- **Detention Pond Sizing and Stormwater Conveyance Configuration and Sizing:** Verify using hydrologic and hydraulic modeling to confirm adequate storage capacity for design storm events, including the 25-year/24-hour storm required by FDEP criteria. The design will address stage-storage relationships, inlet and conveyance swales, ditches, pipes, and outfall structures. Provide any emergency overflow provisions in the outfall control structure. Perform stormwater modeling for the entire property using StormWise

(formerly Interconnected Channel and Pond Routing [ICPR]) software and FDEP Program BMP Trains for water quality and pond sizing

- **Erosion and Sediment Control Measures:** Integrate into the design to minimize soil loss and protect water quality during construction and operation. Measures will include stabilized construction entrances, silt fencing, sediment basins, and maintenance protocols consistent with the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual.
- **Regulatory Compliance:** For all design elements, comply with FDEP and both local requirements and SWFWMD criteria, including water-quality treatment standards, peak discharge limitations, and environmental resource protection requirements. Incorporate best management practices (BMPs) to enhance pollutant removal and support sustainable stormwater management.

The following figures will be included:

- Location Map showing the site, major roads, and the Section, Township, and Range.
- Location Map with an aerial background and delineation of the proposed expansion.
- Soils Map.
- Wetlands and Surface-Waters Map showing wetlands, hydric soils, surface waters, and floodplain.
- Florida Natural Areas Inventory (FNAI) or Florida Land Use, Cover, and Forms Classification (FLUCCS) Map.

The drawing set will include the following:

- Cover Sheet (1 sheet)
- Erosion and Sediment Control Notes (2 sheets)
- NCLF Site Plan (2 sheets)
- Existing Conditions (2 sheets)
- Plan Sheets (4 sheets)
- Demolition Plan (2 sheets)
- Sections (4 sheets)
- Details (4 sheet)

TASK 1.5 – TRANSFER STATION ENVIRONMENTAL RESOURCE PERMITTING

Jones Edmunds will prepare a complete ERP application for both project areas in accordance with FDEP requirements. The portion of the effort associated with the Transfer Station and Citizens Convenience Center is included under this subtask The application process and package will include:

- **Pre-Application Meeting**: Coordinate a virtual pre-application meeting with FDEP via Microsoft Teams or Zoom to review and discuss the proposed ERP.
- **Engineering Calculations:** Prepare detailed hydrologic and hydraulic calculations demonstrating compliance with water-quantity and quality criteria, including pre- and post-development runoff analyses, stage-storage relationships, discharge rates, and water-quality treatment volumes.
- **Stormwater Modeling Results:** Provide output from BMP Trains and StormWise showing system performance under design storm conditions, including flow routing through interconnected ponds and conveyance systems.

- **ERP Application Preparation:** Complete all required FDEP forms and assemble the necessary supporting documentation. The application will comprise a detailed project description and purpose, a clear site location and legal description, and information on existing conditions. The application will also address key environmental considerations such as wetlands, floodplain impacts, and wildlife habitat to comply with regulatory requirements.
- **Environmental Considerations:** Document wetland and surface-water impacts, if applicable, and comply with environmental resource protection standards.
- **Supporting Documentation:** Provide copies of historical stormwater permits, design reports, and other relevant background information.

Jones Edmunds will electronically submit the application as required by FDEP.

DELIVERABLES:

- Pre-application meeting agenda and meeting minutes.
- An electronic copy of the draft permit application to the Solid Waste Division for review.
- An electronic copy of the final signed-and-sealed permit application to FDEP and the Solid Waste Division.

TASK 1.6 – TRANSFER STATION REQUEST FOR ADDITIONAL INFORMATION AND PERMIT SUPPORT

FDEP has 30 days to review the ERP application. If questions arise, FDEP will issue a Request for Additional Information (RAI). Jones Edmunds has estimated preparing one RAI response package, whether the request is formal or informal. Jones Edmumds will prepare and submit a response document within 20 days of receiving the RAI unless additional out-of-scope work is requested.

This task also includes effort to review the draft permit and provide comments to FDEP as needed to ensure accuracy and compliance.

DELIVERABLES:

- An electronic copy of the draft RAI response document to the Solid Waste Division for review
- An electronic copy of the final signed-and-sealed RAI response document to FDEP and the Solid Waste Division.

TASK 1.7 – TRANSFER STATION CONSTRUCTION DOCUMENTS

Jones Edmunds shall prepare Construction Plans and up to seven Technical Specifications for our portion of the work. Jones Edmunds will perform a constructability review of our documents to identify potential construction issues or revisions that may be needed to clarify the construction intent.

TASK 1.8 – TRANSFER STATION CONSTRUCTION ASSISTANCE

Jones Edmunds will provide construction assistance up to the fee limit for this task. This assistance will include but is not limited to items such as preparing Carlson compatible files, design revisions, and clarifications.

TASK 1.9 – TRANSFER STATION CONSTRUCTION CERTIFICATION

Jones Edmunds will prepare Record Drawings for our portion of the work based on the record surveys provided by the Construction Manager at Risk. We will also prepare the As-Built Certification and Request for Conversion to Operations Phase for our portion of the work and submit to FDEP.

3 EXCLUSIONS AND CONDITIONS

The following items are specific exclusions to and conditions of this Workscope. Excluded items may be provided as Additional Services:

1. Permit application fees and other regulatory fees will be paid directly by the Solid Waste Division and are excluded from this Workscope.
2. Newspaper publication costs are not expected and are excluded from this Workscope.
3. Surveying (including topographic surveying of existing conditions and as-built site conditions) is excluded from this Workscope and will be provided by the Solid Waste Division if needed.
4. Additional geotechnical explorations are not expected and are excluded from this Workscope. Historical data will be used.
5. Meetings other than those identified in this Workscope are excluded from this Workscope.
6. Additional environmental field surveys (such as wildlife or habitat assessments) are excluded unless specifically requested. If these are requested by FDEP, additional fee may be required.
7. An FDEP Solid Waste Permit application and US Army Corps of Engineers (USACE) application are not expected and are excluded from this Workscope.
8. Preparing wetland mitigation plans or restoration designs is excluded since all wetlands within the borrow area footprint and transfer station were historically mitigated.
9. Construction administration and on-site construction observation services are excluded from this Workscope.
10. One RAI response is included in the Workscope. If more than one RAI document is received, additional fee may be required.
11. Public meeting attendance or stakeholder coordination beyond those specifically identified in the Workscope are excluded.
12. The proposed project area is a portion of the Williams Tract phosphate mine reclamation area and the Transfer Station. Wetland impacts associated with these areas have been previously mitigated for. The project areas are a severely disturbed area resulting from

historical strip mining and use as a stormwater system and comprise sand ridges, open-water pools, and a stormwater system. No impacts to listed wildlife species are expected as a result of the conversion of this site to an open-water borrow pit and Citizens Convenience Center, and associated wetlands and wildlife evaluations are excluded from this Workscope.

4 FEE

Jones Edmunds proposes to provide engineering assistance on a time-and-materials basis up to the fee limit for an amount not to exceed $184,022.71. This project will be billed using the County's Standard Rates set forth in Master Consulting Agreement No. 2021-024 and Jones Edmunds' 2021 Hourly Fee Schedule. The quantities and labor hours presented in this Fee Estimate are intended as documentation and justification for the task-level costs of this project. Deviations or changes in the quantities and/or labor-hour distribution are not reason for nonpayment if the total Workscope cost has not been exceeded.

5 SCHEDULE

Work on the project will begin when the Solid Waste Division issues the Notice to Proceed (NTP). The duration of the work is up to 590 days from the date that Jones Edmunds receives the written NTP from the Solid Waste Division. However, Jones Edmunds understands the time-critical nature of this project and will expedite the project to the extent possible.

Days	Cumulative	Event
0	0	Solid Waste Division issues NTP to Jones Edmunds
120	120	Submit Draft Application to the Solid Waste Division
15	135	Comments Received from the Solid Waste Division
15	150	Submit Application to FDEP
30	180	Receive FDEP RAI
20	200	Submit RAI Response to FDEP
30	230	Permit Received from FDEP
60	290	Prepare Construction Documents
180	470	Construction Assistance and Certification
120	590	Contingency

EXHIBIT B
WILLIAMS TRACT CELL 3 BORROW AREA AND TRANSFER STATION & CITIZENS CONVENIENCE CENTER
ENVIRONMENTAL RESOURCE PERMITTING
FEE ESTIMATE
JONES EDMUNDS OPPORTUNITY NO.: 95344-312-25

	Chief Engineer $74.90 $241.930	Senior Engineer $82.73 $262.00	Senior Project Manager $71.19 $229.940	Senior Engineer $74.27 $239.890	Engineer $44.21 $142.800	Senior Scientist $59.06 $187.00	GIS Analyst $29.56 $95.480	Senior CADD Designer $39.80 $128.550	Senior Administrative Assistant (Document Production) $49.91 $161.210	Senior Administrative Assistant (Document Production) $30.99 $100.100	**Total Hours**	**Total Labor**	**Sub-consultant Fee**	**Billable ODCs**	**TOTALS**
Task 1 - Williams Tract Cell 3 Borrow Area and Transfer Station ERP and Construction Services															
Task 1.1 - Wiliams Borrow Area Design and Permit Drawings															
1.1.1 Permit Drawing Set (Assumes Up to 13 Drawings) and Design		24	2		12	6		60			104	$ 17,296.48			$ 17,296.48
1.1.2 Prepare Figures		2			6	6	16				30	$ 4,030.48			$ 4,030.48
1.1.3 QA/QC		4				2		4			10	$ 1,936.20			$ 1,936.20
Subtotal	**0**	**30**	**2**	**0**	**18**	**14**	**16**	**64**	**0**	**0**	**144**	**$ 23,263.16**	**$ -**	**$ -**	**$ 23,263.16**
Task 1.2 - Wiliams Tract Borrow Area Environmental Resource Permitting															
1.2.1 Application, Report, and Submittals		2		20	24				4	24	74	$ 11,796.24			$ 11,796.24
1.2.2 Miscellaneous Agency Coordination and Correspondence		2		4		4					10	$ 2,231.56			$ 2,231.56
1.2.3 Meetings and Site Visits		4		4							8	$ 2,007.56			$ 2,007.56
1.2.4 QA/QC	2		2			8		3			15	$ 2,825.39			$ 2,825.39
Subtotal	**2**	**8**	**2**	**28**	**24**	**12**	**0**	**3**	**4**	**24**	**107**	**$ 18,860.75**	**$ -**	**$ -**	**$ 18,860.75**
Task 1.3 - Wiliams Tract Borrow Area Request for Additional Information and Permit Support															
1.3.1 Respond to Request for Additional Information (Assumes 1 RAI)		2		6	6	2		16			32	$ 5,250.94			$ 5,250.94
1.3.2 Permit Support		4		2							6	$ 1,527.78			
1.3.3 QA/QC	1		1					2			4	$ 728.97			$ 728.97
Subtotal	**1**	**6**	**1**	**8**	**6**	**2**	**0**	**18**	**0**	**0**	**42**	**$ 7,507.69**	**$ -**	**$ -**	**$ 7,507.69**
Task 1.4 - Transfer Station Stormwater System Design and Permit Drawings															
1.4.1 Permit Drawing Set (Assumes Up to 21 drawings) and Design		8	2	40	40	12		176			278	$ 42,732.28			$ 42,732.28
1.4.2 Stormwater Modeling		4		48	60						112	$ 21,130.72			$ 21,130.72
1.4.3 Prepare Figures		2			6	6	16				30	$ 4,030.48			$ 4,030.48
1.4.4 QA/QC	4		4					6			14	$ 2,658.78			$ 2,658.78
Subtotal	**4**	**14**	**6**	**88**	**106**	**18**	**16**	**182**	**0**	**0**	**434**	**$ 70,552.26**	**$ -**	**$ -**	**$ 70,552.26**
Task 1.5 - Transfer Station Environmental Resource Permitting															
1.5.1 Application, Report, and Submittals		2		20	24				4	24	74	$ 11,796.24			$ 11,796.24
1.5.2 Miscellaneous Agency Coordination and Correspondence		2		4		4					10	$ 2,231.56			$ 2,231.56
1.5.3 Meetings and Site Visits		4		4							8	$ 2,007.56			$ 2,007.56
1.5.4 QA/QC	2		2			8		3			15	$ 2,825.39			$ 2,825.39
Subtotal	**2**	**8**	**2**	**28**	**24**	**12**	**0**	**3**	**4**	**24**	**107**	**$ 18,860.75**	**$ -**	**$ -**	**$ 18,860.75**
Task 1.6 - Transfer Station Request for Additional Information and Permit Support															
1.6.1 Respond to Request for Additional Information (Assumes 1 RAI)		2		6	6	2		16			32	$ 5,250.94			$ 5,250.94
1.6.2 Permit Support		4		2							6	$ 1,527.78			$ 1,527.78
1.6.3 QA/QC	1		1					2			4	$ 728.97			$ 728.97
Subtotal	**1**	**6**	**1**	**8**	**6**	**2**	**0**	**18**	**0**	**0**	**42**	**$ 7,507.69**	**$ -**	**$ -**	**$ 7,507.69**
Task 1.7 - Transfer Station Prepare Construction Documents															
1.7.1 Prepare Specifications		8			16					20	44	$ 6,382.80			$ 6,382.80
1.7.2 Prepare Construction Drawings		4	4					30			38	$ 5,824.26			$ 5,824.26
1.7.3 Constructability Review	4										4	$ 967.72			$ 967.72
1.7.4 Client Submittal		8			8	4		12			32	$ 5,529.00			$ 5,529.00
1.7.5 QA/QC	2		2					4			8	$ 1,457.94			$ 1,457.94
Subtotal	**6**	**20**	**6**	**0**	**24**	**4**	**0**	**46**	**0**	**20**	**126**	**$ 20,161.72**	**$ -**	**$ -**	**$ 20,161.72**
Task 1.8 - Transfer Station Construction Assistance															
Construction Assistance		16		8				16		20	60	$ 10,169.92			$ 10,169.92
Subtotal	**0**	**16**	**0**	**8**	**0**	**0**	**0**	**16**	**0**	**20**	**60**	**$ 10,169.92**	**$ -**	**$ -**	**$ 10,169.92**
Task 1.9 - Transfer Station Construction Certification															
1.9.1 Prepare Record Drawings and ERP As-Built Certification		8						32		2	42	$ 6,409.80			$ 6,409.80
1.9.2 QA/QC	1		1					2			4	$ 728.97			$ 728.97
Subtotal	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**34**	**0**	**2**	**46**	**$ 7,138.77**	**$ -**	**$ -**	**$ 7,138.77**
	17	**108**	**21**	**168**	**208**	**64**	**32**	**384**	**8**	**90**	**1108**				
	$4,112.81	**$28,296.00**	**$4,828.74**	**$40,301.52**	**$29,702.40**	**$11,968.00**	**$3,055.36**	**$49,363.20**	**$1,289.68**	**$9,009.00**		**$184,022.71**	**$ -**	**$ -**	**$ 184,022.71**

FEE SCHEDULE
Polk County Contract 2021-024 (RFP 20-1122)
Professional Engineering Services for Waste & Recycling

Classification	Range of Direct Labor Rates		Range of Hourly Billing Rates	
Project Officer	$ 109	$ 46	$ 352	$ 149
Senior Project Manager	$ 81	$ 48	$ 262	$ 155
Project Manager	$ 87	$ 50	$ 281	$ 162
Chief Engineer or Scientist	$ 79	$ 62	$ 255	$ 200
Senior Engineer	$ 81	$ 45	$ 262	$ 145
Senior Scientist	$ 58	$ 45	$ 187	$ 145
Project Engineer	$ 70	$ 50	$ 225	$ 162
Project Scientist	$ 70	$ 50	$ 225	$ 162
Engineer or Scientist	$ 51	$ 36	$ 165	$ 116
Engineer Intern (PhD)	$ 52	$ 37	$ 169	$ 120
Engineer Intern or Associate Scientist	$ 41	$ 28	$ 131	$ 90
Designer	$ 45	$ 15	$ 146	$ 48
Senior CADD Designer	$ 41	$ 32	$ 131	$ 103
CADD Designer	$ 37	$ 31	$ 120	$ 100
Senior CADD Technician	$ 29	$ 19	$ 94	$ 61
CADD Technician	$ 23	$ 10	$ 75	$ 32
Systems Analyst	$ 58	$ 50	$ 187	$ 162
Senior GIS Analyst or Senior GIS Programmer	$ 44	$ 36	$ 142	$ 116
GIS Analyst or Programmer	$ 38	$ 27	$ 124	$ 87
Senior GIS Technician	$ 43	$ 19	$ 139	$ 61
GIS Technician	$ 28	$ 10	$ 90	$ 32
Senior Database Administrator	$ 60	$ 25	$ 195	$ 81
Database Administrator	$ 52	$ 45	$ 169	$ 145
Environmental Data Analyst	$ 26	$ 13	$ 82	$ 42
Senior Field Technician Environmental	$ 37	$ 28	$ 120	$ 90
Field Technician Environmental	$ 29	$ 10	$ 94	$ 32
Senior Construction Administrator	$ 58	$ 43	$ 187	$ 139
Construction Administrator	$ 39	$ 23	$ 127	$ 74
Senior Field Representative Construction	$ 38	$ 31	$ 124	$ 100
Field Representative Construction	$ 31	$ 27	$ 101	$ 87
Construction Project Coordinator	$ 27	$ 23	$ 86	$ 74
Senior Administrative Assistant	$ 58	$ 20	$ 187	$ 65
Administrative Assistant	$ 29	$ 21	$ 94	$ 68
Senior Technical Editor	$ 52	$ 33	$ 169	$ 107

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Reproduction Cost		
	A. Regular Copying	Single Side	Double Sided
	8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
	8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
	8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
	8 ½ x 14 (color)	$ 0.30/page	$..0.40/sheet
	11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
	11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
	9 ½ x 24 Single Side Only	$ 1.00/page	
	17 x 22 Single Side Only	$ 2.00/page	
	18 x 24 Single Side Only	$ 2.00/page	
	24 x 36 Single Side Only	$ 3.00/page	
	30 x 30 Single Side Only	$ 5.00/page	
	32 x 34 Single Side Only	$ 5.00/page	
	Other sizes-per square inch	$ 0.03/page	
	Compact Digital Disk	$ 6.00/disk	
	B. Blueprint Copy		$10.00/page
2.	Subcontractor Services		Actual Costs
3.	Special Consultants		Actual costs
4.	Computer Services		Non-reimbursable
5.	Travel Expenses		In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
6.	Postage, Fed Express, UPS		Actual Costs
7.	Pre-approved Equipment (includes purchase and rental of equipment used in project)		Actual Costs

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies
12801 North Central Expy. Suite 1725
Dallas, TX 75243

CONTACT NAME: Certificate Request Desk
PHONE (A/C, No, Ext): (650) 762-0400 **FAX (A/C, No):** (650) 762-0490
E-MAIL ADDRESS: certrequest@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Specialty Insurance Company	10213
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

INSURED
Jones Edmunds & Associates, Inc,.
13545 Progress Blvd., Suite 100
Alachua FL 32656

COVERAGES **CERTIFICATE NUMBER:** 86044969 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ✓ PRO-JECT LOC OTHER:	✓	✓	6808N190672	6/30/2025	6/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY ✓ HIRED AUTOS ONLY SCHEDULED AUTOS ✓ NON-OWNED AUTOS ONLY	✓	✓	BA8R804284	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE DED ✓ RETENTION $10,000	✓	✓	CUP8N201316	6/30/2025	6/30/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	UB8N190948	6/30/2025	6/30/2026	✓ PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Professional Liability		✓	DPR5045531	6/30/2025	6/30/2026	Per Claim Annual Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. Polk County, a political subdivision of the State of Florida is named additional insured on the general, auto, and umbrella liability coverage as required by written contract. A waiver of subrogation is shown in favor of the additional insured on all polices as required by written contract.
RE: CSA 2021-024-05 - Professional Engineering Services for ERP.
Williams Tract Cell 3 Borrow Area, Transfer Station, & Citizens Convenience Center at NCLF.

CERTIFICATE HOLDER
Polk County, A Political Subdivision of the State of Florida
330 W. Church Street, Room 150
Bartow FL 33830

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
RSC Insurance Brokerage

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SUBJECT
Consultant Service Authorization (CSA) 2021-024-05 with Jones Edmunds and Associates, Inc. for Environmental Resource Permitting (ERP) related to the construction activities to take place at the North Central Landfill (NCLF) Williams Tract cell 3 borrow area and the Transfer Station and Citizens Convenience Center area.

Project budgeted under CIP projects 5500002 and 5500047.

DESCRIPTION
The Florida Department of Environmental Protection (FDEP) requires to get an Environmental Resource Permitting (ERP) permit for borrow area construction and any upland construction activities that generate stormwater runoff, which is applicable to the construction that is going to take place at the above mentioned areas. Consultant will provide professional engineering services for Environmental Resource Permitting (ERP) related to the construction activities at the North Central Landfill (NCLF) Williams Tract cell 3 borrow area and the Transfer Station and Citizens Convenience Center area.

RECOMMENDATION
Request for approval for Consultant Services Agreement (CSA) 2021-024-05 between Polk County and Jones Edmunds and Associates, Inc.

FISCAL IMPACT
Total cost not to exceed $184,022.71

CONTACT INFORMATION
Name: Maria Romero
Title: Industrial Engineer
Division: Solid Waste
Phone: (863) 284 - 4319 x 225
E-mail Address: mariaromero@polk-county.net

CHECKLIST

Purple Sheet and Review - Legal	☐
Division Fiscal Review	☐
Risk Review (if appropriate)	☐
Appropriate Insurance	☐
Deputy County Manager is Aware and Agrees	☐
Vendor Signature	☐

Comments/Notes:

Division Director Signature _____ **Date** 2/4/26

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000
CSA: If Construction is under $7.500,000;
OR for study activity if consultant fee is under $500,000- FS 287.055(CCNA))

CPO/CSA #: 2021-024-05 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 01/29/2026 Division: Solid Waste

Project Manager's Name: Maria Romero Phone #: 863-344-2162

Project Name: Williams Tract Borrow Area (WTBA) and Transfer Station (TS) ERP

Total Project Budget: $ 184,022.71 Project # WTBA: 5500002 & TS: 5500047

Estimate of Construction Cost: TS: $ 6,848,885.00

Proposed Consultant: Jones Edmunds and Associates, Inc Fee: $ 184,022.71

Master Consultant Agreement # 2021-024

Attach Scope of Services Proposed by the Consultant (Exhibit "A") Approved By:

Date _____ 1/30/26
Division Director/Designee

Procurement Division

Date Received: _____ Date Reviewed by Analyst: _____

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

Revised: 6/28/24(KB)

Sel+A1:E65ction Procedure for Consultant Contracts **Date Analysis Performed:** 1/23/2026

Division: **Solid Waste**
Division Director: **Susan Pelz**

Contract: 2021-024
Project Manager: Maria Romero
Project Name: Williams Tract Cell 3 Borrow Area and Transfer Station & CitizensConvenience Center ERP

Step 1: Review current list of Contractors

Consultant	Local Y/N	Elevated for Consideration
Jones Edmunds: (21-24)	YES	YES
Pennoni & Associates: (21-25)	YES	YES
SCS: (21-26)	YES	YES

State justification for each firm not elevated by category:

Step 2: Review List for appropriate Expertise, Experience, and Personnel

Firm	Expertise	Experience	Personnel	Elevated for Consideration
Jones Edmunds: (21-24)	YES	YES	YES	YES
Pennoni & Associates: (21-25)	YES	YES	YES	YES
SCS: (21-26)	YES	YES	YES	YES

State justification for each firm not elevated by category:

Step 3: Past Performance on Similar Projects Satisfactory

Firm	Past Performance on Similar Projects Satisfactory	Elevated for Consideration
Jones Edmunds: (21-24)	YES	YES
Pennoni & Associates: (21-25)	YES	YES
SCS: (21-26)	YES	YES

State justification for each firm not elevated by category:

Step 4: 24 Month Total Contract Value

Firm	Contract Value	Elevated for Consideration
Jones Edmunds: (21-24)	$104,898.77	Yes
Pennoni & Associates: (21-25)	$3,545.00	No
SCS: (21-26)	$476,512.93	No

State justification for each firm not elevated by category:
see step 5 for details

Step 5: State justification, If the chosen consultant does not have the least amount of contract obligation.

Polk County Solid Waste landfills are heavily regulated. Solid Waste is seeking getting Environmental Resource Permitting (ERP) services for the Williams Tract Cell 3 Borrow area, in order to have a no cost onsite soil source for upcoming projects, and the Transfer Station & Citizens Convenience Center area, so the new North Central Landfill customer drop off center and scale area improvements can be built and operated. Jones Edmunds and Associates, Inc. is familiar with the specific site conditions and other permits involving the area. Jones Edmunds and Associates, Inc. has the historical knowlegde of our site and permits to perform this job accurately and in a timely manner.

Step 6: Verify Proposed Scope Consistent with Scope of Services
Scope is consistent with current contract.

Step 7: Fee Proposal Fair and Reasonable
It has been determined that the fee of $184,022.71 is fair and reasonable as determined by Solid Waste.

Recommendation:
Based on the Procedures and Step Analysis Performed above, Jones Edmunds is selected.

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Tom Northsworthy

From: Maria Romero Drawer No. _

Dept: Solid Waste Ext. 225

Date: 01/29/2026

Request (in detail):

The Florida Department of Environmental Protection (FDEP) requires to get an Environmental Resource Permitting (ERP) permit for borrow area construction and any upland construction activities that generate stormwater runoff, which is applicable to the construction that is going to take place at the North Central Landfill (NCLF) Williams Tract cell 3 borrow area and the Transfer Station and Citizens Convenience Center area.

Solid Waste is requesting approval for CSA 2021-024-05 in the amount of $184,022.71 to procure professional engineering services through Jones Edmunds and Associates, Inc. for Environmental Resource Permitting (ERP) related to the construction activities of the above mentioned areas.

Project budgeted under CIP projects 5500002 and 5500047.

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:
Assign to: _____ Date: _____

County Attorney Project No.: _____
Logged out: _____

Polk County

Board of County Commissioners

Agenda Item R.20. 3/3/2026

SUBJECT

Requesting approval for Statement of Work with CDW-G for a Solutions Architect staff augmentation (Not-to-exceed: $135,200)

DESCRIPTION

Information Technology Application Development staff are currently working to fill a vacant Senior Full Stack Developer position to support the county's software portfolio. This staff augmentation contract will provide the county with a temporary employee to perform critical functions until a permanent employee can be recruited and hired.

The resource selected has specific experience with the software languages used by the county for new development and will perform code reviews and mentoring of junior staff. Additionally, they will participate in weekly workload planning sessions, contribute to future cloud design decisions, and build out project management processes.

RECOMMENDATION

Request Board approve CDW-G Statement of Work for DV_TS Polk County - Network Project for six months of staff augmentation.

FISCAL IMPACT

Funding has been appropriated within the Information Technology Fiscal Year 2025-2026 Technical Services Operating Budget. The cost for the staff augmentation is estimated at a not-to-exceed cost of $135,200.

CONTACT INFORMATION

Name: Grant Ewert
Title: Technical Services Manager
Division: Information Technology
Phone: (863) 534-7580
E-mail Address: grantewert@polkfl.gov

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Dane Norman

From: Grant Ewert, Drawer No. AS04

Dept: Information Technology Ext. 7500

Date: 02/03/2026

Request (in detail):

Polk County is requesting staff aug services through CDW-G. IT is working on numerous projects with CDW-G, and they have the bandwidth to assist us. We've seeked assistance through 22nd and recruiting through Human Resources, thus far they were unable to provide a candidate that provided the skill level we are seeking. CDW-G is familiar with our environment and can quickly provide services under IT's direction. We are requesting legal review of the attached SoW to proceed with this engagement.

Grant -
This is good to go. No legal concerns.
Thanks,
Dane 2/13/26

Please indicate any time limits involved and attach all necessary documentation.

County Attorney
FEB 05 2026

For County Attorney office use only:
Assign to: Dane Date:

County Attorney Project No.: 2026-88
Logged out: 2-16-26

STATEMENT OF WORK

Project Name:	DV_TS Polk County – Network Project	**Seller Representative:** Anson Hira +1 (689) 2726088 anson.hira@cdwg.com
Customer Name:	Polk County, A Political Subdivision of the State of Florida	
CDW Affiliate:	CDW Government LLC	
Date:	February 20, 2026	**Digital Velocity BDM:** Erica Goonen
Drafted By	Chris Garman	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and Polk County, A Political Subdivision of the State of Florida ("**Customer**," and "**Client**,").

This SOW shall be governed by that certain Sourcewell 121923-CDW Technology Products and Services with Related Solutions Agreement between CDW Government LLC and Sourcewell effective March 13, 2024 (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE:

Seller will provide Customer with one (1) Solutions Architect to assist Customer with a network enhancement project.

The following project requirements are detailed below.

- Develop, test, and maintain web applications using modern front-end and back-end frameworks.
- Collaborate with cross-functional teams to design, develop, and deliver high-quality software solutions.
- Translate business requirements into technical specifications and solutions.
- Lead and participate in code reviews, ensuring code quality, best practices, and security standards.
- Design and implement scalable, robust, and maintainable application architecture.
- Create and maintain technical documentation.
- Optimize application performance, scalability, and reliability.
- Mentor and guide junior developers, fostering a culture of continuous learning.
- Lead Agile project management processes, including sprint planning, backlog refinement, retrospectives, and daily stand-ups.
- Stay up-to-date with emerging technologies and industry trends to suggest improvements and innovations.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

General Responsibilities and Assumptions

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer will provide timely review and approval of weekly timesheets, in accordance with pay periods. Unapproved timecards will be considered automatically approved if Customer fails to approve timecard within 3 business days of being notified that timecard is ready to approve. Such approval of timesheets and hours shall constitute as acceptance of services provided by Seller.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

Contact Persons

Each Party will appoint a person to act as that Party's point of contact (**"Contact Person"**) as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

Change Management

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller (**"Change Order"**). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

Project Scheduling

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (**"Anticipated Schedule"**) based on Seller's project management methodology. Any dates, deadlines, timelines or schedules

contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.
This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("Unit Rate") multiplied by the number of units being provided ("Billable Units") for each unit type provided by Seller (see Table below).

Services Fees of $135,200.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 1,040 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Unit Type	Unit Rate	Billable Units	Subtotal
Solutions Architect – Per Hour	$130.00	1,040	$135,200.00
Estimated Totals		**1,040**	**$135,200.00**

NON-SOLICITATION

Under no circumstances and notwithstanding anything to the contrary, Customer shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of the Solutions Architect to leave the employ of Seller, or hire or engage such Solutions Architect.

EXPENSES

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Travel time will not be billed for this project.

Travel Notice

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**")

Location	Address
HQ	330 W Church St, FL 5, Bartow, FL 33830

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government, LLC

By: _____

Name: _____

Title: _____

Date: _____

Polk County, A Political Subdivision of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Agenda Item R.21. 3/3/2026

SUBJECT

Adopt resolution stating intent to take proceeds from the sale of the Waverly Utility System and apply them to an alternate qualifying use under Section 1.141-12(e) of the Treasury Department Regulations and approve Supplement to Certificates Relating to Tax, Arbitrage and Other Matters

DESCRIPTION

The Board adopted a Resolution on December 16,2025 (the "General Resolution"), authorizing the sale of its Waverly Utility System to the City of Lake Wales. The proposed resolution and approval of the Supplement to Certificates Relating to Tax, Arbitrage and Other Matters is necessary to show the Board's intent to use the funds from the sale for other qualifying uses under Section 1.141-12(e) of the Treasury Department Regulations.

RECOMMENDATION

Adopt resolution stating intent to take proceeds from the sale of the Waverly Utility System and apply them to an alternate qualifying use under Section 1.141-12(e) of the Treasury Department Regulations and approve Supplement to Certificates Relating to Tax, Arbitrage and Other Matters.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Randy Mink, County Attorney
863-534-7679

RESOLUTION NO. 2026-___

WHEREAS, Polk County, Florida (the "County") adopted a Resolution on December 16, 2025 (the "General Resolution"), authorizing the sale of its Waverly Utility System (as defined below) to the City of Lake Wales ("Lake Wales"); and

WHEREAS, the County owns and operates a potable water supply treatment, transmission, and distribution system, and a wastewater collection, transmission, treatment, and disposal system (collectively, the "Waverly Utility System") located within the Waverly area of unincorporated Polk County within the County's East Regional Utility Service Area; and

WHEREAS, the County commissioned and received a system valuation report (the "Raftelis Report") from Raftelis Financial Consultants, Inc. ("Raftelis") dated June 17, 2024 to provide that the fair market value of the Waverly Utility System is $5,300,000; and

WHEREAS, in 2025 the County commissioned and received a report from its technical advisors which assessed the financial and operational condition of the Waverly Utility System; and

WHEREAS, upon consideration of their respective reports and investigations of the Waverly Utility System, the County and Lake Wales staffs negotiated a proposed Agreement for Purchase and Sale of Water System and Wastewater System Assets By & Between the City of Lake Wales & Polk County, Florida (the "Sales Agreement"); and

WHEREAS, the County duly noticed and conducted a public hearing as required by Section 125.3401, Florida Statutes, regarding the proposed sale of the Waverly Utility System to Lake Wales in accordance with the Sales Agreement; and

WHEREAS, the Board of County Commissioners has among other matters considered the factors stated in Section 125.3401, Florida Statutes, as stated on the Memorandum from the Utilities Division Director dated December 16, 2025 (the "Memorandum"), which was attached to and made a part of the General Resolution as Exhibit "A"; and

WHEREAS, Raftelis is a Qualified Independent Consultant in accordance with Ordinance No. 85-34 of the County enacted on December 17, 1985 and Resolution No. 91 -03 adopted by the Board of County Commissioners of the County (the "Board") on September 24, 1991, as amended and restated in its entirety by Resolution No. 04-157 adopted by the Board on November 3, 2004, as supplemented and amended (collectively, the "Master Resolution"), including, without limitation, as supplemented by Resolution No. 2020-013 adopted by the Board on February 4, 2020 (the "2020 Resolution"), and Resolution No. 2024-129 adopted by the Board on July 16, 2024 (the "2024 Resolution" and together with the 2020 Resolution and the Master Resolution, collectively, the "Bond Resolution"); and

WHEREAS, the County has determined that the fair market value of the Waverly Utility System (as determined by Raftelis in the Raftelis Report), together with the fair market value of all property previously sold or disposed of in this Fiscal Year, does not exceed 2% of the undepreciated book value of the System (as defined in the Bond Resolution); and

WHEREAS, having considered the Section 125.3401 factors, the Memorandum, the Raftelis Report, the proposed Sales Agreement, public comment, and other competent and substantial evidence produced at the public hearing or previously provided to the Board regarding the Waverly Utility System, the Board approved the General Resolution and determined that it is in the public's interest to transfer ownership of the Waverly Utility System to Lake Wales and finds, determines and ratifies its determinations that the Waverly Utility System is no longer necessary or useful in the operations of the County; and

WHEREAS, in anticipation of the proposed sale of the Waverly Utility System and in furtherance of the County's obligations to take all remedial actions necessary to preserve the accuracy and continued validity of prior tax representations, certifications, and covenants associated with the financing of the Waverly Utility System, the County intends to execute a Supplement to Certificates Relating to Tax, Arbitrage and Other Matters relating to the County's following bonds were used to finance or refinance the Waverly Utility System: (i) Utility System Revenue Bonds, Series 2010 (Federally Taxable-Build America Bonds-Direct Subsidy) which were refunded with a portion of the proceeds of the County's Utility System Revenue and Revenue Refunding Bonds, 2024 (the "2024 Bonds"), (ii) the Utility Systems Revenue and Refunding Bonds, Series 2013 which were refunded with a portion of the County's Utility System Revenue and Revenue Refunding Bonds, 2020, and (iii) the 2024 Bonds (the "Supplement Certificate"); and

WHEREAS, all capitalized undefined terms used herein shall have the meanings provided in the General Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA THAT:

Section 1. The County anticipates the potential private business use or private ownership of the Waverly Utility System after its sale to Lake Wales under Section 141 of the Internal Revenue Code of 1986, as amended (the "Code") and is taking anticipatory remedial action under Section 1.141-12(d)(3) of the Treasury Department Regulations (the "Regulations") with respect to such anticipated private business use of the Waverly Utility System. The County intends to take the proceeds received from the sale exclusively for cash of the Waverly Utility System in the amount of $5,300,000 (the "Disposition Proceeds") and apply them to an alternative qualifying use under Section 1.141-12(e) of the Regulations within two years of the date hereof to pay for the capital projects (the "Project") listed on Exhibit A of the Supplement to Certificates Relating to Tax, Arbitrage and Other Matters (the "Supplemental Tax Certificate") attached as Exhibit "A" hereto.

Section 2. The Chairman of the Board, the County Administrator, the Clerk, and any such other officers and employees of the County as may be designated by the Chairman are hereby authorized to take all actions necessary or convenient in order to comply with the Code. Any authorized officers of the County are hereby authorized to execute the Supplemental Certificate.

Section 3. This Resolution shall be fully effective immediately upon adoption.

Passed and duly adopted in public session of the Board of County Commissioner of Polk County, Florida on the 3rd day of March, 2026.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA

By: _____
Chairman

ATTESTED:

STACY BUTTERFIELD, Clerk of the
Circuit Court and Ex-Officio Clerk
of the Board of County Commissioners
of Polk County, Florida

By:_____
Deputy Clerk

EXHIBIT "A"

SUPPLEMENTAL TAX CERTIFICATE

SUPPLEMENT TO

CERTIFICATES RELATING TO TAX, ARBITRAGE AND OTHER MATTERS REGARDING REMEDIAL ACTION

Polk County, Florida

Dated as of [_____], 2026

Relating To

Polk County, Florida

Utility System Revenue and Revenue Refunding Bonds, 2020

and

Utility System Revenue and Revenue Refunding Bonds, 2024

SUPPLEMENT TO

CERTIFICATES RELATING TO TAX,
ARBITRAGE AND OTHER MATTERS
REGARDING REMEDIAL ACTION

THIS SUPPLEMENT TO CERTIFICATES RELATING TO TAX, ARBITRAGE AND OTHER MATTERS (the "Supplement") is made and dated as of [_____], 2026 by Polk County, Florida (the "County"), supplementing (i) the Certificate Relating to Tax, Arbitrage and Other Matters, dated March 12, 2020 (the "Series 2020 Certificate"), relating to the County's Utility System Revenue and Revenue Refunding Bonds, Series 2020 (the "Series 2020 Bonds"), and (ii) the Certificate Relating to Tax, Arbitrage and Other Matters, dated September 19, 2024 (the "Series 2024 Certificate" and together with the Series 2020 Certificate, the "Original Tax Certificates"), relating to the County's Utility System Revenue and Revenue Refunding Bonds, Series 2024 (the "Series 2024 Bonds" and together with the Series 2020 Bonds, the "Bonds").

W I T N E S E T H:

WHEREAS, the Bonds were issued pursuant to Ordinance No. 85-34 of the County enacted on December 17, 1985 and Resolution No. 91-03 adopted by the Board of County Commissioners of the County (the "Board") on September 24, 1991, as amended and restated in its entirety by Resolution No. 04-157 adopted by the Board on November 3, 2004, as supplemented and amended (collectively, the "Master Resolution"), including, without limitation, as supplemented by Resolution No. 2020-013 adopted by the Board on February 4, 2020 (the "2020 Resolution"), and Resolution No. 2024-129 adopted by the Board on July 16, 2024 (the "2024 Resolution" and together with the 2020 Resolution and the Master Resolution, collectively, the "Bond Resolution").

WHEREAS, the County owned and operated a potable water supply treatment, transmission, and distribution system, and a wastewater collection, transmission, treatment, and disposal system (collectively, the "Waverly Utility System") located within the Waverly area of unincorporated Polk County within the County's East Regional Utility Service Area. Certain improvements to the Waverly Utility System were financed or refinanced with portions of the Bonds. The County transferred ownership of the Waverly Utility System pursuant to an Agreement for Purchase and Sale of Water System and Wastewater System Assets by and between the City of Lake Wales, Florida ("Lake Wales"), and the County, dated as of [_____], 2026 (the "Agreement"). Pursuant to the Agreement, the County received proceeds from the sale of the Waverly Utility System in the amount of $5,300,000 and desires to deposit such proceeds into the Renewal and Replacement Fund established under the Bond Resolution to then use such proceeds to finance or refinance certain capital projects as further described on Exhibit A within two years of the date hereof. The County and Lake Wales desire to amend or waive certain provisions related to the Agreement in a manner that may result in private business use or private ownership of the Waverly Utility System (the "Change in Use"). The County and Lake Wales desire to take anticipatory remedial action under Section 1.141-12(d)(3) of the Treasury Department Regulations (the "Regulations") (the "Remedial Action");

WHEREAS, the County executed each of the Original Tax Certificates to ensure compliance by the County with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the Regulations thereunder; and

WHEREAS, to ensure that interest on the Bonds will remain excludable from gross income under the Code, the restrictions contained in the Original Tax Certificates as supplemented by this Supplement must be satisfied.

NOW THEREFORE, the County warrants, represents and covenants as follows:

ARTICLE I
REMEDIAL ACTION

Section 1.1 The County will utilize the remedial action provisions under Section 1.141-12(d) of the Regulations to prevent the Change in Use of the Waverly Utility System from being treated as a deliberate action resulting in private business use of the proceeds of the Bonds relating to the Waverly Utility System.

Section 1.2 As stated in each of the Original Tax Certificates, at the time of issuance of each of the Bonds, the County reasonably expected that the Bonds would not have private business use in excess of the limitations under Section 141 of the Code.

Section 1.3 As stated in each of the Original Tax Certificates, as of the respective dates of issue of the Bonds, the weighted average maturity of the applicable series of Bonds did not exceed 120 percentage of the average reasonably expected economic life of the property financed or refinanced with the proceeds of the applicable series of Bonds.

Section 1.4 The sale price for the Waverly Utility System was exclusively for cash and reflected its fair market value as determined based on the system valuation report from Raftelis Financial Consultants, Inc. dated June 17, 2024 (the "Raftelis Report").

Section 1.5 The County will treat the proceeds from the sale of the Waverly Utility System ($5,300,000) (the "Disposition Proceeds") as gross proceeds of the Bonds for purposes of Section 148 of the Code until expended. The Disposition Proceeds will be invested at a yield not in excess of the lower of the yield on the Series 2020 Bonds and the Series 2024 Bonds. Such yield limitation may be accomplished through the use of yield reduction payments under Section 1.148-5(c) of the Regulations.

Section 1.6 The portions of the proceeds of the Bonds, allocable to the Waverly Utility System, have already been expended to finance the capital improvements to the Waverly Utility System prior to the date of the Change in Use.

Section 1.7 The County reasonably expects, as of the date hereof, that it will apply the remedial action provisions under Section 1.141-12(d) of the Regulations relating to the use of the Disposition Proceeds (together with other available funds of the County not derived from the sale of tax-exempt obligation under Section 103 of the Code) to finance certain capital projects as further described on Exhibit A within two years of the date of the Change in Use.

[Signature page follows]

IN WITNESS WHEREOF, the County has caused this Supplement to be executed by its duly authorized representative, all as of the day and year first written above.

POLK COUNTY, FLORIDA

By:_____
Chairman, Board of County Commissioners of
Polk County, Florida

[Signature Page to Supplement to Certificates Relating to Tax, Arbitrage and Other Matters]

EXHIBIT A

PROJECTS

- 6822015 Upgrade and expansion of Northeaster Regional Wastewater Treatment Facility to 9 MGD AADF.

Polk County

Board of County Commissioners

Agenda Item R.22. 3/3/2026

SUBJECT

Authorize County Manager for sixty (60) days to adjust rates at the North Central Landfill, as necessary, to address additional yard waste as a result of drought conditions and the recent cold snap.

DESCRIPTION

Polk County has had extremely dry conditions that led Polk County to issue Burn Ban No. 25-02 which took effect on November 25, 2025, and there remains a high fire danger for Polk County. Due to the extended climatologically dry conditions, wooded and grassy areas near homes, businesses, and agricultural production activities are growing more combustible as the dry conditions increase with little to no rainfall. On February 9, 2026, Governor Ron Desantis issued Executive Order 26-33, which, among other things, declared a state of emergency in Polk County due to ongoing drought conditions and the elevated risk of wildfires. In addition, Polk County recently had several days of freezing temperatures from a recent cold snap creating additional yard waste which should be quickly removed from properties. Adjusting the rates at the North Central Landfill at the discretion of the County Manager will assist with addressing issues created by having yard waste remain on residential property and assist those residents who prefer to self-haul their yard waste in lieu of waiting for their regular yard waste pick-up day.

RECOMMENDATION

Authorize County Manager for sixty (60) days to adjust rates at the North Central Landfill, as necessary, to address additional yard waste as result of drought conditions and the recent cold snap. Authorize the Solid Waste Division Director to create the necessary procedures and policies to implement the lowering of rates to address additional yard waste on residential property within Polk County.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Randy Mink, County Attorney

863-534-7679