Polk County Board of County Commissioners (Organizational)

Meeting Agenda - Final

November 18, 2025 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. (RICK WILSON, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (RICK WILSON, CHAIR)

REORGANIZATION OF THE BOARD (RANDY MINK, COUNTY ATTORNEY)

1. Comments from the General Public regarding Reorganization of the Board.
2. Elect Chairperson.
3. Elect Vice Chairperson.
4. Adopt Resolution Authorizing Banks to Honor and Cash Warrants signed by new Chairperson and the Clerk effective November 18, 2025.
5. Recognition of the outgoing Chair.

A. PRESENTATIONS and RECOGNITIONS

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

C. APPROVE CONSENT AGENDA

C.1. Approve Consent Agenda.

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

D.1. Disbursements.

D.2. Minutes of Regular Board meeting held on November 4, 2025.

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

F. COUNTY ATTORNEY (RANDY MINK)

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Accept the Federal Emergency Management Agency (FEMA), Department of Homeland Security, 2024 Staffing for Adequate Fire and Emergency Response (FF) Grant (SAFER) funding opportunity for 50 additional firefighter positions and approve the establishment of the new positions. ($10,228,826.66 one-time revenue, $6,358,459.84 cash match).

G.2. Approve an Interlocal Agreement between the City of Winter Haven (CITY) and Polk County, a political subdivision of the State of Florida (COUNTY) for the protection of Astute Financial Land Trust property, located on the eastern shore of Lake Pansy and accept Conservation Easement for recordation. ($600,000 one-time expense)

G.3. Approve Consultant Services Authorization (CSA) No. 2025-032-01 with AECOM Technical Services, Inc. (Consultant) for the Spirit Lake Road Roundabout Project. ($846,132.75 one-time expense)

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Reappoint Matthew S. Swingle as a Member of the Lakes Access Advisory Committee, for the three-year term, November 17, 2025 through November 16, 2028. (District 1 Appointment)

H.2. Commissioner Troutman Comments.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Reappoint Linda M. Schultz, Esq. as an Alternate Member of the Polk County Planning Commission, for the three-year term, January 3, 2026 through January 2, 2029. (District 2 Appointment)

I.2. Commissioner Wilson Comments.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

K. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

K.1. Appoint Cyle Rickner to the Polk County Lakes Access Advisory Committee for the three-year term, November 17, 2025, to November 16, 2028.

K.2. Commissioner Santiago Comments.

L. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

L.1. Commissioner Scott Comments.

M. LAY BOARD APPOINTMENTS

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

O. PUBLIC HEARINGS

* County Attorney opening comments

O.1. Public Hearing to consider the adoption of an Ordinance of the Polk County Board of County Commissioners establishing the "Mandatory Milestone Inspection Program."

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

P.1. Colleen Harrison - Land Development/Road Issues

P.2. Kevin Noble to discuss semi truck issues on Alturus Road & Alturus Loop Road

P.3. 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 2229.

R.2. Appoint property custodian for the office of Communications.

R.3. Report 2025-12 Thornhill Road Bridge Construction audit report.

R.4. Report 2025-14 Allied Universal audit report.

R. COUNTY MANAGER

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R. OFFICE OF PLANNING & DEVELOPMENT

R.5. SET HEARING: (LDCPAS-2025-16 Osprey Creek CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Development of Regional Impact (DRI) in the Rural Development Area (RDA) to Residential Low (RL-1) in the Utility Enclave Area (UEA) on 17.48 +/- acres located within the Rural Development Area (RDA). The suggested adoption hearing date is December 2, 2025, at 9:15 a.m.

R.6. SET HEARING: (LDPD-2025-10/Level 4 Southern Storage Transitional Area District) for a Transitional Area District request for the expansion of an existing self- storage facility on approximately 9.40 +/- acres in the Residential Low-1 (RL-1) future land use designation located within the Urban Growth Area (UGA). The suggested hearing date is December 2, 2025, at 9:15 a.m.

R.7. SET HEARING: (LDCPAL-2025-9 ECX Comprehensive Text Amendment) to amend Section 2.131-R, Policy 2.131-RA4 for the US 98 Selected Area Plan (SAP). The suggested hearing dates are the first reading on December 2, 2025, at 9:15 a.m. and the adoption hearing date on January 20, 2026, at 9:15 a.m.

R.8. SET HEARING: (LDCT-2025-20 ECX LDC Text Amendment) to amend Chapter 4 Section 401.04 for the US 98 Selected Area Plan (SAP). The suggested hearing dates are for the first reading on December 2, 2025, at 9:15 a.m. and the adoption hearing on January 20, 2026, at 9:15 a.m.

R.9. SET HEARING: (LDCT-2025-18 Natural Encounters Amendment) to amend Appendix E Parcel Specific Comprehensive Plan Amendments with Conditions. The suggested hearing dates are for the first reading on December 2, 2025, at 9:15 a.m. and the adoption hearing date on December 16, 2025, at 9:15 a.m.

R.10. SET HEARING: (LDCT-2025-19 Berkley & Braddock Text Amendment) to amend Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions. The suggested hearing dates are for the first reading on December 2, 2025, at 9:15 a.m. and the adoption hearing on December 16, 2025, at 9:15 a.m.

R.11. SET HEARING: (LDCT-2025-22 Recovery Residences Text Amendment) to amend the use tables in Chapter 2, Chapter 4, Chapter 5 and Chapter 10. The suggested hearing dates are for the first reading on December 2, 2025, at 9:15 a.m. and the adoption hearing on December 16, 2025, at 9:15 a.m.

R. BUILDING

R. DEPUTY COUNTY MANAGER

R. BUDGET & MANAGEMENT SERVICES

R.12. Adopt resolution to amend the FY 24/25 budget for required Governmental GASB 87 and GASB 96 capital outlay adjustments. Accounting adjustments only. (No fiscal impact)

R. PROCUREMENT

R. COMMUNICATIONS

R. COOPERATIVE EXTENSION SERVICES

R. HEALTH & HUMAN SERVICES

R.13. Approve State Housing Initiatives Partnership (SHIP) 1) Incentive Plan Implementation Annual Review 2025, 2) the Local Housing Assistance Plan (LHAP) Amendment Revisions and 3) the Authorizing Resolution. (No Fiscal Impact).

R. HUMAN RESOURCES

R. INFORMATION TECHNOLOGY

R. CODE ENFORCEMENT

R. COURT SERVICES

R. RISK MANAGEMENT

R.14. Approve dental insurance policy with Cigna Health and Life Insurance Company, effective January 1, 2026.

R. COMMUNITY HEALTH CARE

R.15. Approve the amendment and restatement to the contract with Lake Wales Care Center, Inc. for the provision of primary and specialty care services to eligible low-income county residents at the Lake Wales Free Clinic. (Total amount not to exceed $187,386 annually)

R.16. Approve the Fifth Amendment to the Administrative Services Agreement with Meritain Health, Inc. for third party administrative services for the Polk HealthCare Plan. ($61,300 estimated recurring increase)

R.17. Approve the Final Program Status Report and Final Financial Report for the Criminal Justice, Mental Health and Substance Abuse (CJMHSA) Reinvestment Grant (contract #LH833) with the State of Florida, Department of Children and Families (DCF) for the Helping Achieve Targeted Comprehensive Healthcare program. The final report to DCF requires approval from the Board of County Commissioners or its designee.

R. FACILITIES MANAGEMENT

R.18. Approve selection committee's recommendation to authorize staff negotiations with Rodda Construction, Inc. for Construction Manager at Risk (CMAR) services for the Medical Examiner Expansion & Renovation building. (No Fiscal Impact)

R. FLEET MANAGEMENT

R.19. Approval of a CIP amendment to establish Fuel Site Technology upgrade project in the FY 24/25 CIP and a budget transfer from the Fleet Maintenance Reserves - Service Improvements ($168,500 one-time transfer)

R. PARKS & NATURAL RESOURCES

R.20. Conservation Land Acquisition Selection Advisory Committee (CLASAC) recommendations on the following sites nominated to the Environmental Lands Program are to pursue acquisition on EL-148-25: Ridge to River Corridor, EL-150 -25: Backbone, EL-152-25: Arbuckle Road, EL-153-25: Joshua Land Ranch, EL-154 -25: Kuder Ranch & Groves, EL-155-25: Griffin Properties, EL-156-25: Lake Buffum Ranch, EL-158-25: Black Properties, EL-159-25: LJR Partnership, EL-160-25: The 45 Acres, and EL-161-25: Butler Tree Farm. CLASAC recommends not to pursue acquisition EL- 149 -25: Windyhill, EL-151-25: Cody Cove Hillside, EL-157-25: Sink Branch Buffer, and EL-162-25: Meadowbrook SPD

R.21. Approve Amendment No. 1 to Agreement No. QG010 between Florida Department of Environmental Protection (FDEP) and Polk County and to fund the Wilson Ranch Reserve Hydrological Restoration Project. (no fiscal impact)

R.22. Approve the Conservation Easement with HGS, LLC, dba RES Environmental Operating Company (Grantor) in favor of Polk County, a political subdivision of the State of Florida (Grantee). (No Fiscal Impact)

R. FIRE RESCUE

R. EMERGENCY MANAGEMENT

R. REAL ESTATE SERVICES

R.23. Approve Land Purchase Agreement in conjunction with the purchase of conservation preservation property located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, McBride parcel ($6,000 one-time expense)

R.24. Accept Drainage Easements from Casey Gifford and Whitney L. Filippone and Vicent D. Filippone, Jr. in conjunction with new development. (No Fiscal Impact)

R.25. Accept a Polk County Utilities Easement from Standard Sand & Silica Company, as requested through the Development Review Process. (No fiscal impact)

R.26. Authorize an Easement and Bill of Sale to the Tohopekaliga Water Authority in conjunction with water, wastewater and reclaimed water service to the Sheriff Northeast District Command Center. (No fiscal impact)

R.27. Approve Subordinations of County Utility Interests between the State of Florida Department of Transportation and Polk County, FDOT parcels 104.7 and 105.7. (No fiscal impact)

R.28. Accept Quit Claim Deed and Temporary Construction Easement from Publix Super Markets, Inc., in conjunction with the Thompson Nursery Road Phase 1 -Segment 4 Project. (No fiscal impact)

R.29. Accept Quit Claim Deed from BKN.Brickman Corp. for additional right-of-way for the intersection of Midway Road and Eastway Road. (No fiscal impact)

R.30. Approve maintained right-of-way maps for Firetower Road, Lundy Road, Seminole Road, Ann King Road, and Rogers Road. (No fiscal impact)

R. ROADS & DRAINAGE

R.31. SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Arizona Avenue near Lakeland. (Suggested Hearing Date: Tuesday, December 16, 2025, at 9:15 a.m.) (No fiscal impact)

R.32. SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Jamestown Avenue near Lakeland. (Suggested Hearing Date: Tuesday, December 16, 2025, at 9:15 a.m.) (No fiscal impact)

R.33. Adopt a Resolution Setting Parking Restrictions on Old Kissimmee Road, near Davenport. ($266.10 one-time expense)

R.34. Adopt a Resolution Setting Speed Limit on County Road 559, near Auburndale. ($242.40 one-time expense)

R.35. Approve selection committee's recommendation to authorize staff negotiations with Johnson, Mirmiran and Thompson, Inc. for Construction Engineering and Inspection (CEI) services for the Maine Avenue sidewalk project. (No fiscal impact)

R. UTILITIES

R.36. Approve sole source agreement with Barney's Pumps, Inc. to provide products and OEM replacement parts, maintenance, repair services, field service, and technical support for pumps and pumping and mixing equipment. ($600,000 estimated annual expense)

R.37. Approve Consultant Services Authorization (CSA) 2024-014-04, with Jones Edmunds & Associates, Inc. for the Industrial Wastewater Local Limits Development Assistance project. ($173,186.00 not-to-exceed, one-time expense).

R. SOLID WASTE

R.38. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Britt's Land Clearing, Inc.

R.39. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by TNT Dumpster Rental & Junk Removal, LLC.

R.40. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Quick Skips dba Florida RemovALL, LLC.

R.41. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Andrades Florida LLC.

R.42. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by All Pro Dumpster Rental & Hauling LLC.

R.43. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Disposall INC.

R.44. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Coastal Transport of Polk County LLC.

R.45. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Southern Elevations LLC.

R.46. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Amenity Services LLC.

R.47. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by FL Trash Bandit LLC.

R.48. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Salt H2ORX LLC dba Bin There Dump That Tampa Bay.

R.49. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Keel's Welding Fabrication & Repair LLC dba Keel's Dumpster.

R.50. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Crystal Clean LLC.

R.51. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Goodbye to Junk LLC.

R.52. Approve renewal of the Non-Exclusive Commercial Franchise for FY2025-26 by Gregory M. Webb dba Webb's Can-It.

R.53. Approve renewal for Non-Exclusive Commercial Franchise for FY2025-26 by Pouncey Recycling & Sanitation INC.

R.54. Approve the renewal of Non-Exclusive Commercial Franchise for FY2025-26 by Waste Pro of Florida, Inc.

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R. POLK COUNTY SHERIFF

R.55. Approve Amendment to the Polk County Sheriff's Office (PCSO) FY 24/25 Budget.

R.56. Approve the Polk County Sheriff's Office (PCSO) request to allocate excess revenue returned from FY 24/25 in the FY 25/26 budget and a transfer from the General Fund Reserve for Budget Stabilization for the purchase of safety equipment. ($1,960,000 one-time transfer)

R. POLK COUNTY SUPERVISOR OF ELECTIONS

R. POLK COUNTY TAX COLLECTOR

R. WORKFORCE DEVELOPMENT BOARD

R. COUNTY ATTORNEY

R.57. Consider approval of the proposed settlement in the matter of Estate of Shaun Seaman v. Polk County Sheriff's Office ($90,000.00 one-time expense).

R.58. Consider approval of the proposed settlement in the matter of Brian Poe v. Polk County Sheriff's Office ($60,000.00 one-time expense).

R.59. RESOLUTION recognizing Ordinance No. 25-062 as the Economic Development Ad Valorem Tax Exemption for Fort Meade DC, LLC.

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, November 17, 2025 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building, Third Floor, Conference Room 341.

- Tuesday, November 18, 2025 - Friday, November 21, 2025 – Florida Association of Counties Legislative Conference will be held at the Grand Hyatt Tampa Bay, 2900 Bayport Drive, Tampa.

- Wednesday, November 19, 2025 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building, Third Floor, Conference Room 341.

- Wednesday, November 19, 2025 – 2:00 p.m. – Comprehensive Plan Review Advisory Committee will meet in Room 413, Fourth Floor, County Administration Building.

- Wednesday, November 19, 2025 – 2:00 p.m. – Polk Regional Water Cooperative (PRWC) Board of Directors meeting will be held at the Lake Myrtle Sports Complex, 2701 Lake Myrtle Park Road, Auburndale.

- Thursday, November 20, 2025 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

- Thursday, November 20, 2025 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building, Third Floor, Conference Room 341.

- Thursday, November 20, 2025 – 9:00 a.m. – Tourist Development Council's Sports and Special Events Committee will meet at the Lake Myrtle Sports Complex, 2701 Lake Myrtle Park Road, Auburndale.

- Thursday, November 20, 2025 – 1:30 p.m. – Land Use Hearing Officer (LUHO) Hearings will be held in the County Commission Boardroom.

- Friday, November 21, 2025 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building, Third Floor, Conference Room 341.

- Monday, November 24, 2025 – 5:30 p.m. – Community Relations Advisory Council (CRAC) will meet in Room 413, Fourth Floor, County Administration Building.

- Thursday, November 27, 2025 - Friday, November 28, 2025 – The offices of the Board of County Commissioners will be closed in observance of the Thanksgiving Day Holiday.

- Monday, December 1, 2025 – 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, December 1, 2025 – 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.

Agenda Item 1. 11/18/2025

SUBJECT

Comments from the General Public regarding Reorganization of the Board.

DESCRIPTION

Click or tap here to enter text.

RECOMMENDATION

Click or tap here to enter text.

FISCAL IMPACT

Click or tap here to enter text.

CONTACT INFORMATION

Click or tap here to enter text.

Agenda Item 2. 11/18/2025

SUBJECT
Elect Chairperson.

DESCRIPTION

Click or tap here to enter text.

RECOMMENDATION

Click or tap here to enter text.

FISCAL IMPACT

Click or tap here to enter text.

CONTACT INFORMATION

Click or tap here to enter text.

Agenda Item 3. 11/18/2025

SUBJECT

Elect Vice Chairperson.

DESCRIPTION

Click or tap here to enter text.

RECOMMENDATION

Click or tap here to enter text.

FISCAL IMPACT

Click or tap here to enter text.

CONTACT INFORMATION

Click or tap here to enter text.

Agenda Item 4. 11/18/2025

SUBJECT

Adopt Resolution Authorizing Banks to Honor and Cash Warrants signed by new Chairperson and the Clerk effective November 18, 2025.

DESCRIPTION

With the election of a New Chairperson the banks require a Resolution authorizing the new signature.

RECOMMENDATION

Adopt resolution.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

RESOLUTION NO. 25-

WHEREAS, the Board of County Commissioners of Polk County, Florida, has elected _____as Chair of said Board for 2025-2026; and

WHEREAS, it is deemed advisable and necessary for a resolution to be adopted by this Board authorizing the banks of Polk County, Florida, as depositories of County funds, to honor and cash checks drawn against said funds when signed by the Chair and the Clerk of this Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, that all banks in Polk County, Florida, acting as depositories for County funds be notified that effective November 18, 2025, _____, is Chair of this Board and Stacy M. Butterfield is the Clerk and Comptroller of this Board, and their signatures signed at the bottom of this Resolution are the signatures of said Chair and Clerk respectively.

This Resolution adopted November 18, 2025, becomes effective on November 18, 2025.

_____
_____, Chair

_____
Stacy M. Butterfield, Clerk and Comptroller

Agenda Item 5. 11/18/2025

SUBJECT
Recognition of the outgoing Chair.

DESCRIPTION

RECOMMENDATION

FISCAL IMPACT

CONTACT INFORMATION

Agenda Item C.1. 11/18/2025

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

erinvalle@polk-county.net

Agenda Item D.1. 11/18/2025

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

erinvalle@polk-county.net

Agenda Item D.2. 11/18/2025

SUBJECT

Minutes of Regular Board meeting held on November 4, 2025.

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

erinvalle@polk-county.net

Agenda Item G.1. 11/18/2025

SUBJECT

Accept the Federal Emergency Management Agency (FEMA), Department of Homeland Security, 2024 Staffing for Adequate Fire and Emergency Response (FF) Grant (SAFER) funding opportunity for 50 additional firefighter positions and approve the establishment of the new positions. ($10,228,826.66 one-time revenue, $6,358,459.84 cash match).

DESCRIPTION

Federal Emergency Management Agency (FEMA), Department of Homeland Security approved funding of 50 additional positions for 2024 Staffing for Adequate Fire and Emergency Response (FF) Grant funding opportunity. The Grant funding opportunity was approved on September 24,2025 for a total amount of $10,228,826.66 in Federal funding with a required contribution of non-Federal funds of $6,358,459.84 for a total approved budget of $16,587,286.50 over 3 years. The period of performance will begin March 23, 2026, and end March 22, 2029, with a 75% federal funding cap ($4,146,821.62) and 25% non-federal share ($1,382,273.88) in Year 1 and Year 2 with a 35% federal funding cap ($1,935,183.42) and 65% non-federal share ($3,593,912.08) in Year 3.

The SAFER grant 180-day recruitment period will begin upon Board approval and acceptance of the grant.

The SAFER grant funding will end on March 22, 2029.

Polk County Fire Rescue currently has 961 approved positions; this will increase the total number of positions to 1011.

RECOMMENDATION

Request the Board approve the Federal Emergency Management Agency (FEMA), Department of Homeland Security, 2024 Staffing for Adequate Fire and Emergency Response (FF) Grant by authorizing Holly Newton, Financial Administrator of Polk County Fire Rescue to accept the Grant on the Boards behalf.

Request the Board approve the 50 additional Firefighter positions.

Request the Board approve the budget resolution to establish FY25/26 budget for the unanticipated revenue in the amount of $5,529,095.50. The remaining years will be budgeted during the yearly budget process.

FISCAL IMPACT

Upon approval of this resolution, budget will be established in the Special Revenue Grant Fund, for establishment of the required grant match, funds are available for transfer from the General Fund Reserve for Cash Balance Forward.

CONTACT INFORMATION

Shawn Smith
shawnsmith@polk-couty.net

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/24/2025

Holly Newton
POLK COUNTY
2135 MARSHALL EDWARDS DRIVE
BARTOW, FL 33831

EMW-2024-FF-00825

Dear Holly Newton,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (FF) Grant funding opportunity has been approved in the amount of $10,228,826.66 in Federal funding.

As a condition of this award, you are required to contribute non-Federal funds equal to or greater than the non-Federal share percentage in the following table:

Year	Non-Federal Share: Percentage of Actual Costs	Federal Share: Percentage of Actual Costs
First Year	25%	75%
Second Year	25%	75%
Third Year	65%	35%

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FF Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response
Recipient: POLK COUNTY
UEI-EFT: JBN5EHFNGUG9
Award number: EMW-2024-FF-00825

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Position Cost Limit

The usual cost of a first-year firefighter in your department at the time your application was submitted was $5,529,095.50. The maximum amount of Federal funding provided to the recipient is limited to the following:

Year	Federal Funding Cap Percent	Federal Funding Cap Amount per Firefighter
First Year	75%	$4,146,821.62
Second Year	75%	$4,146,821.62
Third Year	35%	$1,935,183.42

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal

funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	$3,293,472.00	$3,293,472.00	$3,293,472.00	$9,880,416.00
Fringe benefits	$2,235,623.50	$2,235,623.50	$2,235,623.50	$6,706,870.50
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Indirect charges	$0.00	$0.00	$0.00	$0.00
Federal	$4,146,821.62	$4,146,821.62	$1,935,183.42	$10,228,826.66
Non-federal	$1,382,273.88	$1,382,273.88	$3,593,912.08	$6,358,459.84
Total	$5,529,095.50	$5,529,095.50	$5,529,095.50	$16,587,286.50

Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FF NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)

BENEFITS FUNDED

Health Cost - Employee plus child $16,446 FRS Cost - 35.19% Special Risk Employees FICA - 7.65% Life Cost - $22 Long Term Disability Cost - $26

NUMBER OF FIREFIGHTERS	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
50	$65,869.44	$44,712.47	$110,581.91

3 YEAR TOTAL
$16,587,286.50

Agreement Articles

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response
Recipient: POLK COUNTY
UEI-EFT: JBN5EHFNGUG9
Award number: EMW-2024-FF-00825

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Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.
Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”
Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38	**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** (1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.
Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.
Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.
Article 48	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.
Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

Article 56 **Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the subrecipient, in which case the pass-through entity and the

subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

Article 57 **Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

	1. Grant ID / Award Number 2. Total amount requested for drawdown 3. Purpose of drawdown and timeframe covered (must be within the award performance period) 4. Subrecipient Funding Details (if applicable). • Is funding provided directly or indirectly to a subrecipient? • If no, include statement "This grant funding is not being directed to a subrecipient." • If yes, provide the following details: • The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed. • Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities. • Whether the payment request includes an activity involving support to aliens? • Whether the subrecipient has any diversity, equity, and inclusion practices. 5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.
Article 58	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination.
Article 59	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award: Termination of a Federal Award The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled "Termination of the Federal Award", or "Termination of the Federal Award (Updated)" applies to this grant award.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2024-FF-00825	N/A	596000809	AWARD	WX02142N2025T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
POLK COUNTY 330 W CHURCH ST BARTOW, FL 33830	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Holly Newton	8635345604	Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period / Budget Period
09/24/2025	OTHER - FEMA GO	COST SHARING	**Performance Period** 03/23/2026 to 03/22/2029 **Budget Period** 03/23/2026 to 03/22/2029

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FF	97.083	2025-FF-GF01 - P410-xxxx-4101-D	$0.00	$10,228,826.66	$10,228,826.66	$6,358,459.84
		Totals	$0.00	$10,228,826.66	$10,228,826.66	$6,358,459.84

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) **Stacey Street, Deputy Assistant Administrator Grants Program Directorate**	**DATE** **09/24/2025**

BUDGET AMENDMENT REQUEST

(for budget transfers and/or unbudgeted expenses)

Date 10/13/2025
Parent Fund 10150 Special Revenue Grants Fund
Department/Division Fire Rescue
BoCC Date 11/18/2025

Request for the following transfer be made for the reason(s) stated:

	Amount **FROM**	Fund	Cost Center	Account	Project	Area	TBD
	$						
TOTAL	$ -						

	Amount **TO**	Fund	Cost Center	Account	Project	Area	TBD
	$ 4,146,822	11225	290521117	3312001	0000000	00	0000000
	$ 1,382,274	11225	290521117	3810001	0000000	00	0000000
	$ 5,529,096	11225	290521117	5359000	0000000	00	0000000
	$				0000000	00	0000000
TOTAL	$ 11,058,192						

JUSTIFICATION (attach additional back-up as necessary)
See attached Agenda Backup and Resolution

Department/Division Director [signature] 10/14/25

Recommended or not recommended by _____
(Budget & Management Services) (Date)

Reason _____

APPROVED / NOT APPROVED
Board of County Commissioners/County Management _____
(Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

(Rev. 11/22)

BUDGET AMENDMENT REQUEST

(for budget transfers and/or unbudgeted expenses)

Date 11/5/2025
Parent Fund General Fund
Department/Division Fire Rescue
BoCC Date 11/18/2025

Request for the following transfer be made for the reason(s) stated:

	Amount **FROM**	Fund	Cost Center	Account	Project	Area	TBD
	$ 1,382,274	00101	010000001	5998010	0000000	00	0000000
	$						
TOTAL	$ 1,382,274						

	Amount **TO**	Fund	Cost Center	Account	Project	Area	TBD
	$ 1,382,274	00101	010519999	5991020	0	00	0000000
TOTAL	$ 1,382,274						

JUSTIFICATION (attach additional back-up as necessary)
Request Board Approval of SAFER grant and Cash Match on the grant.

Department/Division Director

Recommended or not recommended by
(Budget & Management Services) (Date)

Reason

APPROVED / NOT APPROVED

Board of County Commissioners/County Management
(Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

(Rev. 11/22)

RESOLUTION _____

WHEREAS, the Board of County Commissioners of Polk County, during the preparation of its 2025-26 budget, did not anticipate additional revenues from the Department of Homeland Security, 2024 Staffing for Adequate Fire and Emergency Response (FF) Grant; and

WHEREAS, the said funds will be received as a result of the approval of 50 additional positions in connection with the Federal Emergency Management Agency (FEMA), Department of Homeland Security funded grant for a total amount of $5,529,095.50; and

WHEREAS, by virtue of the authority granted in Florida Statutes Chapter 129.06(2)(d) this Board may amend its budget to include the receipt of such funds and to appropriate the expenditure of such additional costs;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, in regular session duly assembled, that the following amendments to the 2025-26 budget of the Board of County Commissioners of Polk County are hereby adopted.

Revenue, Special Revenue Grants Fund (Parent Fund 10150)

Estimated Revenues for the budget year beginning October 1, 2025	$105,355,461.00
Additional appropriations to:	
11225.290521117.3312001	$ 4,146,822.00
11225.290521117.3810001	$ 1,382,274.00
Revised estimated revenues:	$110,884,557.00

Appropriations, Special Revenue Grants Fund (Parent Fund 10150)

Appropriations, as adopted for budget year beginning October 1, 2025	$105,355,461.00
Additional appropriations to:	
11225.290521117.5359000	$ 5,529,096.00
Revised appropriations:	$110,884,557.00

Adopted this 18th day of November, 2025.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

Polk County, a Political Subdivision of the State of Florida

By: _____
Chairman

Agenda Item G.2. 11/18/2025

SUBJECT

Approve an Interlocal Agreement between the City of Winter Haven (CITY) and Polk County, a political subdivision of the State of Florida (COUNTY) for the protection of Astute Financial Land Trust property, located on the eastern shore of Lake Pansy and accept Conservation Easement for recordation. ($600,000 one-time expense)

DESCRIPTION

In partnership, Polk County (COUNTY) and the City of Winter Haven (CITY) plan to enter an Interlocal Agreement to acquire, approximately 153 acres, a property called the Astute Financial Land Trust (PROPERTY) on the east side of Lake Pansy. The property is bordered by HWY 17 on the east and HWY 92 on the north. Lake Pansy and Lake Rochelle are listed as impaired waterbodies through the Florida Department of Environmental Protection (“FDEP”). Lake Pansy has impairments for Biology and Lake Rochelle has impairments for Total Nitrogen, Total Phosphorus, and Biology. FDEP is the permitting authority, for the National Pollutant Discharge Elimination System (“NPDES”), and expects local governments to work jointly together to improve the water quality of impaired waterbodies. The CITY and COUNTY are each responsible for a portion of the ongoing and historical pollutant load to Lake Pansy and Lake Rochelle from there Municipal Separate Storm Sewer System (MS4).

The Interlocal Agreement establishes a partnership between the CITY and COUNTY to acquire the PROPERTY. The agreement also outlines the roles and responsibilities. The total purchase price for the PROPERTY is $1,400,000.00, where the CITY will contribute $800,000.00 and the COUNTY will contribute, by way of reimbursement, $600,000.00. The discussions with the CITY originally entailed a contribution by the COUNTY towards the purchase at the closing; however, due to contractual obligations between the property owner and the CITY, the closing had to take place prior to the finalization of this Agreement. The CITY is responsible for handling the real estate transaction and any necessary closing costs. Per the agreement, the CITY will hold title to the property and grant to the COUNTY a conservation easement. The CITY will be responsible for management and any future enhancements to the property. This project protects significant wetlands that filters surface waters between Lake Pansy and Lake Rochelle. The protection of these wetlands is critical for the water quality and flood management in the Winter Haven Chain of Lakes.

The project has been approved by stormwater technical advisory committee (STAC) and recommended by CLASAC and approved by the Board to pursue acquisition.

RECOMMENDATION

Approve the Interlocal Agreement between Polk County and the City of Winter Haven, authorize the

issuance of funds in the amount of $600,000 to the City of Winter Haven and accept the Conservation Easement for recordation.

FISCAL IMPACT

Funds are available in the Parks and Natural Resources CIP within the Stormwater MSTU Fund.

CONTACT INFORMATION

Tabitha Biehl, Director
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

INTERLOCAL AGREEMENT

This Interlocal Agreement (herein referred to as "AGREEMENT") entered into on _____ (hereafter the "Effective Date") between Polk County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the City of Winter Haven, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, as amended, authorizes certain public agencies to enter into Interlocal Agreements for their mutual benefit; and

WHEREAS, the National Pollutant Discharge Elimination System ("NPDES") MS4; permitting authority, and the Florida Department of Environmental Protection (FDEP), expects local governments to work jointly, where applicable, to improve the water quality of impaired waterbodies;

WHEREAS, the Comprehensive Verified List published by the Florida Department of Environmental Protection (FDEP, pursuant to the Impaired Waters Rule, (Chapter 62-303, FAC, as amended) lists Lake Pansy (Water Body Identification Number [WBID] 1488Y) and Lake Rochelle (Water Body Identification Number [WBID] 1488B) as impaired; and

WHEREAS, the CITY and the COUNTY are each responsible for a portion of the ongoing and historical pollutant load to Lake Pansy and Lake Rochelle from their respective Municipal Separate Storm Sewer System (MS4); and

WHEREAS, Lake Pansy, being impaired, based on Biology, requires measures to be taken to improve the waterbody; and

WHEREAS, Lake Rochelle, being impaired, based on Biology, Total Nitrogen, and Total Phosphorous, requires measures to be taken to improve the waterbody; and

WHEREAS, the COUNTY and the CITY will work together to protect and enhance wetlands on the east side of Lake Pansy as depicted in Exhibit A attached hereto and incorporated herein by reference and more particularly described in the legal description set forth in Exhibit "B" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the CITY has negotiated a purchase price of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ($1,400,000) for the Property and shall be responsible for any and all closing costs and due diligence associated with the purchase transaction which transaction is scheduled to close on November 17, 2025; and

WHEREAS, the COUNTY agrees to contribute SIX HUNDRED THOUSAND DOLLARS ($600,000) from the Stormwater Municipal Service Taxing Unit (MSTU), by way of reimbursement to the CITY and the CITY agrees to fund the entire purchase price in the amount of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ($1,400,000) for the acquisition of the Property plus applicable closing costs as hereinafter stated so as to close on November 17, 2025. The COUNTY's contribution towards the acquisition shall be paid to the CITY via a check payable to the City of Winter Haven, Florida, in the amount of SIX HUNDRED THOUSAND DOLLARS ($600,000) ("County Funds") and delivered to the City Attorney, Frederick J. Murphy, Jr., whose address is Boswell & Dunlap LLP, 245 S. Central Avenue, Bartow, FL 33830, within a reasonable amount of time after the Board of County

Commissioner's (BOCC's) and the City's approval and execution of this Agreement and upon receipt of the County Funds, the City Attorney shall deliver a Conservation Easement ("Easement") over the Property in substantially the same form as attached hereto as Exhibit "C" and incorporated herein by reference as fully executed by the CITY as well as copies of the CITY's closing documents to the County Attorney's office via hand delivery to Heather Bryan, Assistant County Attorney at 330 W. Church Street, Bartow, Florida 33830, so that all COUNTY signatories on the Easement may be obtained and the fully executed Easement returned to the City Attorney; and

WHEREAS, upon receipt of the fully executed Easement by the City Attorney he shall within two (2) business days record the Easement in the Public Records of Polk County, Florida at the CITY's expense and deliver the County Funds to the CITY; and

WHEREAS, the COUNTY has previously incurred the costs for the appraisals and title search reports (the "Reports") regarding the Property which have been provided to the CITY. In consideration for the County Funds and Reports, the CITY has agreed to grant an Easement, in substantially the same form as attached hereto as Exhibit "C" and incorporated herein by reference which Easement shall be recorded in the public records of Polk County, Florida, at the City's expense after receipt of the County Funds and within two (2) business days from the delivery of the fully executed Easement to the City Attorney;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

ARTICLE I: INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual basis for entry into this Agreement between the COUNTY and CITY.

ARTICLE II: PURPOSE

The Property is being purchased primarily for the important wetland system within the Winter Haven Chain of Lakes Region, specifically:

1. Conservation of Critical Wetlands;
2. Preservation of Living Shoreline;
3. Maintain and Improve Water Quality;
4. Ability to Enhance Wildlife Habitat

ARTICLE III: CONDITIONS

1) The purchase price for acquisition of the Property is ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ($1,400,000), which is supported by the Supplemental Appraisal Standards for the Board of Trustees per Florida Department of Environmental Protection (FDEP) appraisal policy, based on an estimated acreage and shall be apportioned between the parties as follows, where the maximum is:
    i. CITY An amount not to exceed EIGHT HUNDRED THOUSAND DOLLARS ($800,000), plus any associated closing costs
    ii. COUNTY An amount not to exceed SIX HUNDRED THOUSAND DOLLARS ($600,000), to be reimbursed to the City after closing as more specifically set forth in

the ninth Whereas clause of this Agreement which Whereas clause is incorporated herein by reference.

2) Certain pre-acquisition and acquisition related cost associated with the transactions shall be paid as follows:
    i. COUNTY Up to one hundred percent (100%) of the two (2) appraisals and review appraisal costs.
    ii. CITY Up to one hundred percent (100%) of all other costs attributable to the Buyer under the Agreements and to record the Easement in the Public Records of Polk County, Florida.
3) The CITY and the COUNTY's obligations to fund their specified portions of the purchase price and closing costs for purchase of the Property and recording of the Easement are contingent upon the closing of the purchase of the Property by the CITY and receipt by the COUNTY's legal counsel of the closing documents associated with the CITY's purchase of the Property, and is further contingent upon the availability of funding from sources acceptable to the CITY and the COUNTY. Payment by the CITY at closing and by the COUNTY (via reimbursement to the CITY) after the closing shall evidence approval of all such matters related to closing and the Easement running in favor of the County.
4) The CITY will assume primary management responsibility for the Property in accordance with the terms of the written and recorded Easement, which shall be executed by the CITY and COUNTY upon the CITY and COUNTY's approval and execution of this Agreement. Contemporaneously with recording the Easement in the Public Records of Polk County, Florida, but no more than two (2) business days after recording the Easement, the City Attorney shall deliver the County Funds to the City. The COUNTY will assume primary monitoring and enforcement responsibilities under the terms of the Easement.
5) Title to the Easement shall be held solely in the name of the COUNTY.
6) This Agreement may only be modified or extended in time by a written instrument, mutually accepted by the Parties and executed with the same formality as this Agreement. No oral modifications will be effective or binding. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written amendments hereto, the provisions of the latest executed instrument shall take precedence.
7) If any Party defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from a non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the materially defaulting Party (after expiration of the foregoing cure period), and (ii) pursue any and all remedies available in law, equity, and under this Agreement.
8) Nothing contained in this Agreement or any instruments executed pursuant to the terms of this Agreement shall be construed or interpreted as a waiver of any right, privilege, or immunity, whether in contract or tort, that the CITY or the COUNTY may enjoy under the doctrine of sovereign immunity, or the limitations of liability set forth in Section 768.28, Florida Statutes, and any amendments thereto.
9) 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.

10) 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.
11) For all purposes of this Agreement, the "Effective Date" hereof shall mean the date when the last of COUNTY or the CITY has executed the same.
12) The Agreement will expire one year from the Effective Date or upon closing of the purchase transaction contemplated herein, whichever is sooner.
13) This Agreement may not be assigned in whole or in part without the written approval of all Parties. Any such assignment or attempted assignment shall be null and void.
14) 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 competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
15) This Agreement, including referenced plans, exhibits, and attachments hereto, shall constitute the entire agreement between the Parties and shall supersede, replace, and nullify any and all prior agreements or understandings, either written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGES

APPROVED BY:

FOR COUNTY:

_____ _____

Chairman - Board of County Commissioners DATE

APPROVED AS TO FORM AND LEGALITY:

_____ _____

County Attorney DATE

ATTEST:

_____ _____

Clerk of the Courts DATE

FOR THE CITY:

_____ _____

DATE

_____ _____

DATE

APPROVED AS TO FORM AND LEGALITY:

_____ _____

City Attorney DATE

ATTEST:

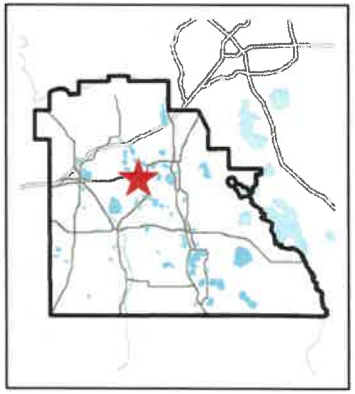
_____ _____

City Clerk

EXHIBIT "A"

PROPERTY OVERVIEW





Astute Financial Land Trust Boundary

Astute Boundary

Road

Address: US HIGHWAY 92 W
Winter Haven, FL 33881

Final boundary determined by survey

Parcel ID Numbers:
262805000000024010
262805000000042010
262805000000024030
262808000000013030 (a portion of this parcel determined upon survey)

N
W
E
S

Date Created: 5/29/2025

POLK COUNTY
PARKS AND NATURAL RESOURCES

EXHIBIT "B"

LEGAL DESCRIPTION

The South 1/2 of the SW 1/4 less right-of-way for State Road 600; all that part of the South 1/2 of U.S. Government lot 3 which lies West of the Seaboard Coastline Railroad less right-of-way for State Road 555 lying in Section 5, Township 28 South, Range 26 East, Polk County, Florida;

All that part of U.S. Government Lot 2 lying west of the State Road 555 and north of the right-of-way for Elfenbein Road, lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida;

All that part of U.S. Government Lot 3 lying north of the right-of-way for Elfenbein Road, lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida;

LESS that part of U.S. Government Lots 2 and 3 lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida, being further described as follows: Commence at the Northwest corner of the South one-half of U.S. Government Lot 3 in Section 8, Township 28 South, Range 26 East, Polk County, Florida, run thence South along the West boundary of said Lot 3, 128.70 feet, thence East, 124.74 feet, thence South 09°57'00" West, 25.45 feet to a point on the Southerly right-of-way of Brigham Road, thence North 88°06'21" East along said right-of-way, 529.35 feet, to the P.C. of a curve concave to the Southwest having a radius of 255.00 feet, thence continue along said right-of-way and said curve through a central angle of 43°31'39", an arc distance of 193.72 feet, a chord distance of 189.10 feet, a chord bearing of South 69°07'49" East to the P.T. of said curve, thence continue along said right-of-way, South 47°22'00" East, 561.68 feet, thence continue along said right-of-way, South 89°34'00" East, 756.44 feet to its intersection with the Westerly right-of-way of U.S. 17, thence North 00°45'45" East, along said right-of-way, 50.00 feet to a point on the Northerly right-of-way of

Brigham Road and the POINT OF BEGINNING. Run thence North 00°45'46" East, along the Westerly right-of-way of U.S. 17, 425.00 feet, thence North 89°34'00" West, parallel with Brigham Road leaving said right-of-way, 950.00 feet, thence South 00°45'46" West parallel with the Westerly right-of-way of U.S. 17, 233.25 feet to a point on the Northeasterly right-of-way of Brigham Road, thence South 47°22'00" East along said right-of-way, 285.46 feet, thence continue along said right-of-way, South 89°34'00" East, 737.43 feet to the POINT OF BEGINNING. Containing 8.80 acres, more or less;

LESS Florida Department of Transportation Borrow Pit Lying in Section 8, Township 28 South, Range 25 East, Polk County, Florida, as depicted on Florida Department of Transportation Right of Way Map for State Road 555 (U.S. 17) Section 16030-2503;

AND LESS that part of U.S. Government Lot 3 lying north of the right-of-way for Brigham Road (formerly known as Elfenbein Road), lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida being further described as follows: BEGIN at the northwest corner of the South 1/2 of said U.S. Government Lot 3 for the POINT OF BEGINNING; thence North 00°47'54" West, along the west line of said Lot 3, a distance of 496.88 feet; thence North 89°12'06" East, 340.49 feet; thence South 47°41'52" East, 524.06 feet; thence South 89°53'52" East, 334.67 feet; thence South 00°29'15" West, 210.42 feet to the northwest corner of a parcel described in Official Records Book 8518, Page 441, Public Records of Polk County, Florida; thence continue South 00°29'15" West, along the west line of said parcel, 239.01 feet to the northerly right-of-way line of Brigham Road; thence along said northerly right-of-way line for the following four (4) courses; (1) thence North 47°22'00" West, 282.39 feet to a point on a non-tangent curve to the left, having a radius of 275.00 feet, a central angle of 44°31'39", a chord bearing of North 69°37'49" West, and a chord distance of 208.38

feet; (2) thence Northwesterly along the arc of said curve, 213.72 feet; (3) thence South 88°06'21" West, 464.56 feet; (4) thence North 88°26'39" West, 183.96 feet to the aforesaid west line of U.S. Government Lot 3; thence North 00°47'54" West, along said west line, 47.71 feet to the POINT OF BEGINNING. Said parcel containing 9.84 acres, more or less.

Combined lands containing 6,650,118.35 square feet (152.67 acres), more or less.

EXHIBIT "C"

CONSERVATION EASEMENT

Project Name: EL-102-23, Astute Financial Conservation Trust

Prepared by:
Wade Allen
330 W Church St.
Bartow, FL 33830

When Recorded Return To:
Tabitha Biehl
4177 Ben Durrance Road
Bartow FL 33830

Parcel ID Numbers:
262805-000000-024010/042010 &
262808-000000-013030/032050

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is made the ____ day of _____, 2025, by the City of Winter Haven, a Florida municipal corporation, whose address is 451 3rd Street NW, Winter Haven, FL 33881 ("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 Comprehensive Plan and/or Zoning Ordinances of the City of Winter Haven, Florida, and/or relevant Polk County Future Land Use and/or Land Development Regulations in effect at that time, or if not defined in said Ordinances and/or Future Land Use and/or Land Development Regulations, 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.

Baseline: The Baseline Documentation ("Baseline") is the report with an effective date of x/xx/2025 which can be found in the offices of Polk County Parks and Natural Resources Division located at 4177 Ben Durrance Road, Bartow, FL 33830.

Boundary: Please see Exhibit A, legal description.

Building: An enclosed, roofed, Structure used or intended for supporting, storing, or sheltering materials, or any use or activity.

Building Envelope: An area described on Exhibit C to this Easement, within which the right to construct or locate Structures is Reserved on the Property by this Easement.

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.

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 including Grantee's successors and permitted assigns, in title to this Easement.

Grantor: City of Winter Haven, and its successors and/or assigns the Grantor's invitees, and the Grantor's successors 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's officers, employees, board members, partners, members, beneficiaries, trustees, successors, and permitted assigns, 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, 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, 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.

Upland: High land that encompasses areas above the mean high-water line that includes soils such as Smyrna and Myakka Fine Sands, Basinger Mucky Fine Sands and Adams Fine Sands.

Said Upland area is depicted on Exhibit C to this Easement and incorporated herein by reference.

Wetland: Low land that encompasses areas below the mean high-water line that includes soils such as Hontoon Muck, and Samsula Muck. Said Wetland area is depicted on Exhibit C to this Easement and incorporated herein by reference.

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 and 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 the signature of its Board Chair below, to accept this Easement over the Property; and

WHEREAS, the Property qualifies as open space the preservation of which by this Easement will preserve the Property for the scenic enjoyment of the general public yielding a significant public benefit; and

WHEREAS, the Property qualifies as open space the preservation of which is pursuant to a clearly delineated federal, state or local governmental conservation policy and will yield a significant public benefit; and

WHEREAS, the Comprehensive Verified List published by the Florida Department of Environmental Protection (FDEP) pursuant to the Impaired Waters Rule, (Chapter 62-303, FAC, as amended) lists Lake Pansy (Water Body Identification Number [WBID] 1488Y) and Lake Rochelle (Water Body Identification Number [WBID] 1488B) as impaired; and

WHEREAS, Lake Pansy, being impaired, based on the following water quality parameter: biology, requires measures to be taken to improve the waterbody; and

WHEREAS, Lake Rochelle, being impaired, based on the following water quality parameters: biology, total nitrogen, and total phosphorous, requires measures to be taken to improve the waterbody; and

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

WHEREAS, the Property lies entirely within the City of Winter Haven's Planned Sapphire Necklace area as part of the City's One Water Master Plan; 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 Property provides important water resource protection for the Winter Haven Chain of Lakes and

WHEREAS, the Florida Natural Areas Inventory identifies the Property as a priority area for Aquifer Recharge (Priority 2, 3, and 4) and; Significant Surface Water Features (Priority 5 and 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; 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 the City of Winter Haven, Florida and 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 grant, 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 permitted assigns, against Grantor, 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 as 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
- Preservation of living shoreline
- Maintain and improve water quality
- Provide stormwater treatment
- Maintenance and enhancement of wildlife habitat
- Protection of surface water quality, the Floridan Aquifer, wetlands, and riparian areas
- 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, Building Envelopes, and Building Design

To construct, locate, own, use, lease (for use consistent with the provisions with the Easement), maintain, repair, renovate, remove, relocate, replace and reconstruct Structures and/or Improvements on the Property, subject to the following provisions:

3.1.1 Use of Existing and Reserved Structures. The Baseline identifies the existing Structures and/or Improvements on the Property. The Grantor Reserves the rights to use these 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 Building Envelope and the Use of Building Envelope. Exhibit C depicts an area of the Property, the boundaries of which are identified through the use of GPS coordinates, on which the Grantor may construct improvements and/or non-commercial structures directly related to recreational activities.

3.1.3 Unless otherwise permitted by the terms of this Easement all structures on the Property shall be located within the designated Building Envelope. No existing structure may be relocated from its current location unless it is relocated to the Building Envelope.

3.1.4 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 in writing.

3.2 Minor Improvements

The Grantor Reserves the right to make minor Improvements, such as but not limited to mailboxes, entrance gates and posts, fencing, drainage ditches, culverts, wildlife observation platforms, walking paths, boardwalks and benches for sitting, anywhere on the Property, except as expressly prohibited by other terms of this Easement.

3.3 Utilities

The Grantor Reserves the rights to locate, use, maintain, repair, remove, and/ or relocate, Utilities within the Building Envelope.

3.4 Roads, Pathways, and Vehicle Trails

3.4.1 The right to create management access road(s), trails and firebreaks, to use, maintain and repair existing roads, trails, firebreaks and food plots, if any, provided roads, trails, and firebreaks shall not be paved with either pervious or impervious materials; provided however, 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 the Report 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 back to the condition it was prior to the construction of the Road, vehicle trail or pathway. In the event of the relocation of any Road, vehicle trail or pathway, the area originally occupied by such feature shall be restored to a condition that is consistent with the purposes of this Easement.

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 rights 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) giving directions to visitors and providing regulations or guidelines; (3) providing warnings pertaining to trespassing, hunting, dangerous conditions; (4) notifying the public that the Property is subject to this Easement (5) educating the public on the water and natural resources. No sign shall exceed nine (9) feet per side, and no sign shall be internally lighted.

3.5.2 Billboards

Grantee acknowledges that Property currently contains three (3) existing billboards which are allowed to remain and be maintained on the Property. Grantor shall retain all rights to refurbish, repair, and maintain said billboards, and shall be entitled to any revenues generated thereby; however, no new billboards shall be constructed or installed on the Property.

3.6 Use and Parking of Vehicles

Vehicles may be parked on a permanent, long-term or short-term basis within the Building Envelope, and temporarily anywhere on the Property in connection with work and/ or activities expressly Reserved in this Easement. Vehicles and equipment necessary for restoration and land management activities are allowed.

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 Reserved within the Building Envelope, 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 shall have the right to participate in natural resources mitigation and restoration projects. Grantor shall have 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 The right to maintain or restore the existing natural upland (wetland/both) communities on the Property, as depicted in the Baseline; or 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 Invasive Speciesimals

3.8.1 The Grantor Reserves the right to remove 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 (iii) to stop the spread of insect infestation or disease.

3.8.2 Subject to the availability of funds, the Grantor shall 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, using approved biocontrols and removal of invasive non-native species 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 and to create ponds required within the Building Envelope 3.1.2.

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

Intentionally omitted.

3.12.1 The Grantor also Reserves the right to use fertilizer to maintain landscaping within the Building Envelope. 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

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

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. 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 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 expressed reserved in section 3.12.

4.7 Roads, etc. The construction of any Roads, vehicle trails, or pathways on the Property, except expressed reserved in section 3.4.

4.8 Use of Vehicles The non-emergency use of motorized vehicles or aircraft on the Property, except expressed reserved in section 3.6.

4.9 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.

4.10 Agriculture Use. The location or operation of agricultural uses or occupations on the Property.

4.11 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, the recovery of coal-bed methane, on the Property except as may have been reserved to the State of Florida.

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

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

4.14 Outdoor Storage and Dumping. The outdoor storage of materials, and the long-term parking and/or storage of equipment and/or vehicles (not to preclude temporary parking of vehicles actively engaged in work on the Property and/or as may be associated with reserved recreational use of the Property), 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.

4.15 Animal Slaughter. The slaughter of animals on Property.

4.16 Alcohol Production. Alcohol Production on the Property.

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

4.18 Conveyance of Property. The Grantor is expressly prohibited from conveying the Property without the prior written approval of the Grantee, which approval may be withheld at the sole discretion of the Grantee.

4.19 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 as reasonably determined by Grantee.

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 owners' 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; and

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) if 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 Conservation 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 Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

5.3 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.

5.4 Intent to Sell. Intentionally omitted

6. **Baseline Documentation**.

Baseline Documentation ("Baseline"), attached as Exhibit B, describes the Existing condition and character of the Property. The Parties hereby acknowledge the accuracy of the Baseline and they acknowledge receipt of the Baseline prior to the execution of this Easement. The Baseline may be used to monitor compliance with the terms of this Easement and to assist in the enforcement of its terms. However, the Parties shall not be foreclosed from using other relevant evidence to assist in the resolution of any

controversy regarding compliance.

7. **Grantee's Remedies**

7.1 Remedies. If Grantee reasonably 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 said 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. Provided, however, Grantee shall not be entitled to indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this Agreement whether based in contract, common law, warranty, tort, statute, products liability, strict liability, contribution, indemnity, statute, or otherwise.

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 Grantee and its directors, officers, employees, agents, and the heirs, personal representatives, successors, and permitted assigns of each of them (collectively "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 specified in paragraph 10.1 and 10.2 ; and (3) the existence or administration of this Easement. Provided however, by giving any hold harmless and/or indemnification hereunder, Grantor does not intend to waive its sovereign immunity under Florida law and/or the Grantor's limits of liability found in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, negligence, statute, product liability, strict liability, contribution, indemnity, or otherwise. Any such indemnification and/or hold harmless set forth herein is expressly subject to the Grantor's sovereign immunity under Florida law and/or the limits of Grantor's liability set forth in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, statute, negligence, products liability, strict liability, contribution, indemnity, or otherwise.

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 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 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. Provided however, by giving any hold harmless and/or indemnification hereunder, Grantor does not intend to waive its sovereign immunity under Florida law and/or the Grantor's limits of liability found in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, negligence, statute, product liability, strict liability, contribution, indemnity, or otherwise. Any such indemnification and/or hold harmless set forth herein is expressly subject to the Grantor's sovereign immunity under Florida law and/or the limits of Grantor's liability set forth in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, statute, negligence, products liability, strict liability, contribution, indemnity, or otherwise.

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 the 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 Conservation Easement Area.

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 Protected 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 Protected 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, and 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 Conservation Easement Deed, or violations of any and all federal, state, or local laws, including all environmental laws. Grantee shall act as independent contractors and not as employees or agents of the Grantor in the event Grantee enters the Protected 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 of the Grantee, its appointees, officers, agents, and/or employees have pursuant to principles of sovereign immunity or any other applicable law. Provided however, by giving any hold harmless and/or indemnification hereunder, Grantor does not intend to waive its sovereign immunity under Florida law and/or the Grantor's limits of liability found in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, negligence, statute, product liability, strict liability, contribution, indemnity, or otherwise. Any such indemnification and/or hold harmless set forth herein is expressly subject to the Grantor's sovereign immunity under Florida law and/or the limits of Grantor's liability set forth in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, statute, negligence, products liability, strict liability, contribution, indemnity, or otherwise.

11. **Assignment by the Grantee**

11.1 Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another qualified organization or entity within the meaning of § 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 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. Such an assignee shall thereafter be referred to as a permitted assignee.

12. **Environmental Warranty.** The Grantor warrants that it is in compliance with, 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 Protected 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. Provided however, by giving any hold harmless and/or indemnification hereunder, Grantor does not intend to waive its sovereign immunity under Florida law and/or the Grantor's limits of liability found in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, negligence, statute, product liability, strict liability, contribution, indemnity, or otherwise. Any such indemnification and/or hold harmless set forth herein is expressly subject to the Grantor's sovereign immunity under Florida law and/or the limits of Grantor's liability set forth in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, statute, negligence, products liability, strict liability, contribution, indemnity, or otherwise.

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.

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 Grantee 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.**
Intentionally omitted.

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

15.2 Recordation. Grantor shall record this instrument and any amendments in a 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 in (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 grant 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.

Provided further the express provisions of this Easement shall be considered valid and binding.

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.

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, and/or the City of Winter Haven, Florida including their zoning ordinances and subdivision ordinances, shall apply to the Property and shall take precedence over this Easement to the extent that such regulations are more restrictive than the terins 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.

17.1 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.

18. **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 permitted assigns and shall continue as a servitude running in perpetuity with the Property.

19. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

WITNESS the following signatures beginning on the following page:

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

City of Winter Haven, a Florida municipal corporation

By: _____

_____, Mayor

Date: _____

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., Esquire
City Attorney

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me

by means of ☐ physical presence or ☐online notarization this _____ day of _____, 2025 by _____ as Mayor of the City of Winter Haven, on behalf of the Grantor, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public- State of Florida

Sign: _____

My Commission Expires: _____

Print Name: _____

SEAL

Counter-part Signature Page Two of Two

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

By: _____ (SEAL)

T.R. Wilson, Chairman

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____ day of _____, 2025 by T.R. Wilson as Chairman of the Polk County Board of County Commissioners, on behalf of the Grantee, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public- State of Florida

Sign: _____

My Commission Expires _____

Print Name: _____

SEAL

Exhibit A

LEGAL DESCRIPTION

The South 1/2 of the SW 1/4 less right-of-way for State Road 600; all that part of the South 1/2 of U.S. Government lot 3 which lies West of the Seaboard Coastline Railroad less right-of-way for State Road 555 lying in Section 5, Township 28 South, Range 26 East, Polk County, Florida;

All that part of U.S. Government Lot 2 lying west of the State Road 555 and north of the right-of-way for Elfenbein Road, lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida;

All that part of U.S. Government Lot 3 lying north of the right-of-way for Elfenbein Road, lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida;

LESS that part of U.S. Government Lots 2 and 3 lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida, being further described as follows: Commence at the Northwest corner of the South one-half of U.S. Government Lot 3 in Section 8, Township 28 South, Range 26 East, Polk County, Florida, run thence South along the West boundary of said Lot 3, 128.70 feet, thence East, 124.74 feet, thence South 09°57'00" West, 25.45 feet to a point on the Southerly right-of-way of Brigham Road, thence North 88°06'21" East along said right-of-way, 529.35 feet, to the P.C. of a curve concave to the Southwest having a radius of 255.00 feet, thence continue along said right-of-way and said curve through a central angle of 43°31'39", an arc distance of 193.72 feet, a chord distance of 189.10 feet, a chord bearing of South 69°07'49" East to the P.T. of said curve, thence continue along said right-of-way, South 47°22'00" East, 561.68 feet, thence continue along said right-of-way, South 89°34'00" East, 756.44 feet to its intersection with the Westerly right-of-way of U.S. 17, thence North 00°45'45" East, along said right-of-way, 50.00 feet to a point on the Northerly right-of-way of Brigham

Road and the POINT OF BEGINNING. Run thence North 00°45'46" East, along the Westerly right-of-way of U.S. 17, 425.00 feet, thence North 89°34'00" West, parallel with Brigham Road leaving said right-of-way, 950.00 feet, thence South 00°45'46" West parallel with the Westerly right-of-way of U.S. 17, 233.25 feet to a point on the Northeasterly right-of-way of Brigham Road, thence South 47°22'00" East along said right-of-way, 285.46 feet, thence continue along said right-of-way, South 89°34'00" East, 737.43 feet to the POINT OF BEGINNING. Containing 8.80 acres, more or less;

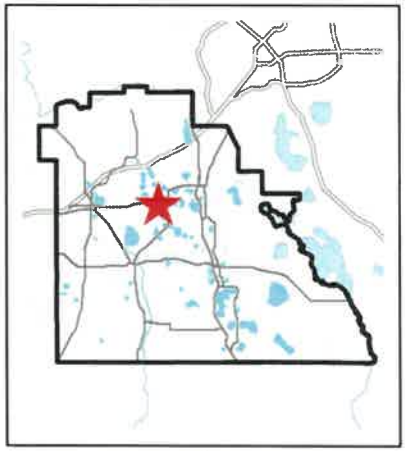
LESS Florida Department of Transportation Borrow Pit Lying in Section 8, Township 28 South, Range 25 East, Polk County, Florida, as depicted on Florida Department of Transportation Right of Way Map for State Road 555 (U.S. 17) Section 16030-2503;

AND LESS that part of U.S. Government Lot 3 lying north of the right-of-way for Brigham Road (formerly known as Elfenbein Road), lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida being further described as follows: BEGIN at the northwest corner of the South 1/2 of said U.S. Government Lot 3 for the POINT OF BEGINNING; thence North 00°47'54" West, along the west line of said Lot 3, a distance of 496.88 feet; thence North 89°12'06" East, 340.49 feet; thence South 47°41'52" East, 524.06 feet; thence South 89°53'52" East, 334.67 feet; thence South 00°29'15" West, 210.42 feet to the northwest corner of a parcel described in Official Records Book 8518, Page 441, Public Records of Polk County, Florida; thence continue South 00°29'15" West, along the west line of said parcel, 239.01 feet to the northerly right-of-way line of Brigham Road; thence along said northerly right-of-way line for the following four (4) courses; (1) thence North 47°22'00" West, 282.39 feet to a point on a non-tangent curve to the left, having a radius of 275.00 feet, a central angle of 44°31'39", a chord bearing of North 69°37'49"

West, and a chord distance of 208.38 feet; (2) thence Northwesterly along the arc of said curve, 213.72 feet; (3) thence South 88°06'21" West, 464.56 feet; (4) thence North 88°26'39" West, 183.96 feet to the aforesaid west line of U.S. Government Lot 3; thence North 00°47'54" West, along said west line, 47.71 feet to the POINT OF BEGINNING. Said parcel containing 9.84 acres, more or less.

Combined lands containing 6,650,118.35 square feet (152.67 acres), more or less.





Astute Financial Land Trust Boundary

Astute Boundary

Road

Address: US HIGHWAY 92 W
Winter Haven, FL 33881

Final boundary determined by survey

Parcel ID Numbers:
262805000000024010
262805000000042010
262805000000024030
262808000000013030 (a portion of this parcel determined upon survey)

0 0.13 0.25 0.5 Miles

N W E S

Date Created: 5/29/2025

POLK COUNTY
PARKS AND NATURAL RESOURCES

Exhibit B

BASELINE DOCUMENT

Exhibit C

BUILDING ENVELOPE; UPLAND/ WETLAND MAP

Astute Conservation
Land Trust
Wetlands (132.67 +/- acres)
Uplands (20 +/- acres)
Buildable Envelope (15 +/- Acres)
*Parcel boundaries and upland/wetland delineations shown on this map are approximate. A certified boundary survey should be used to determine actual property limits, and a professional wetland delineation should be used to verify upland and wetland boundaries.
0
0.05
0.1
0.2 Miles
N
E
S
W
Date Created: 11/02/2025
POLK
COUNTY
PARKS AND NATURAL RESOURCES

Agenda
11/18/2025

Subject

Approve Interlocal Agreement between the City of Winter Haven (CITY) and Polk County, a political subdivision of the State of Florida (COUNTY) for the protection of Astute Financial Land Trust, located on the eastern shore of Lake Pansy. ($600,000 one-time)

Description
In partnership, Polk County (COUNTY) and the City of Winter Haven (CITY) plan to enter an Interlocal Agreement to acquire, approximately 153 acres, a property called the Astute Financial Land Trust (PROPERTY) on the east side of Lake Pansy. The property is bordered by HWY 17 on the east and HWY 92 on the north. Lake Pansy and Lake Rochelle are listed as impaired waterbodies through the Florida Department of Environmental Protection ("FDEP"). Lake Pansy has impairments for Biology and Lake Rochelle has impairments for Total Nitrogen, Total Phosphorus, and Biology. FDEP is the permitting authority, for the National Pollutant Discharge Elimination System ("NPDES"), and expects local governments to work jointly together to improve the water quality of impaired waterbodies. The CITY and COUNTY are each responsible for a portion of the ongoing and historical pollutant load to Lake Pansy and Lake Rochelle from there Municipal Separate Storm Sewer System (MS4).

The Interlocal Agreement establishes a partnership between the CITY and COUNTY to acquire the PROPERTY. The agreement also outlines the roles and responsibilities. The total acquisition cost for the PROPERTY is $1,400,000.00, where the CITY will contribute $800,000.00 and the COUNTY will contribute $600,000.00. The CITY will be responsible for handling the real estate transaction and any necessary closing costs. Per the agreement, the CITY will hold title to the property and will grant to the COUNTY a conservation easement. The CITY will be responsible for management and any future enhancements to the property. This project protects significant wetlands that filters surface waters between Lake Pansy and Lake Rochelle. The protection of these wetlands is critical for the water quality and flood management in the Winter Haven Chain of Lakes.

The project has been approved by stormwater technical advisory committee (STAG) and recommended by CLASAC and approved by the Board to pursue acquisition.

Recommendation
Approve the Interlocal Agreement between Polk County and the City of Winter Haven.

Fiscal Impact
Funds are available in the Parks and Natural Resources GIP within the Stormwater MSTU Fund.

Contact Information
Tabitha Biehl, Director
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

REQUEST FOR LEGAL SERVICES

TO: County Attorney's Office

Attention: Heather Bryan

FROM: Tabitha Biehl / Brooke Moherek (Drawer PW06) Ext. 863-899-8157

DIV: Parks and Natural Resources

DATE: November 5, 2025

Request (In detail):

To approve the Interlocal Agreement and the Conservation Easement with the City of Winter Haven ("CITY") and Polk County, a political subdivision of the State of Florida ("COUNTY"). The Conservation Easement ensures the County's interest in the project is protected in perpetuity.

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:

From:	Moherek, Brooke
To:	Leidinger, Jennifer
Subject:	Fw: Winter Haven pf Astute Financial Service Corporation Property/ Polk County Interlocal Agreement and Conservation Easement
Date:	Wednesday, November 5, 2025 4:28:29 PM

Get Outlook for iOS

From: Bryan, Heather <heatherbryan@polkfl.gov>
Sent: Tuesday, November 4, 2025 3:36:31 PM
To: Beth Hunt <beth@bosdun.com>
Cc: Biehl, Tabitha <TabithaBiehl@polk-county.net>; Moherek, Brooke <BrookeMoherek@polk-county.net>; Lowery, Scott <scottlowery@polkfl.gov>; deveritt <deveritt@mywinterhaven.com>; Brittany Hart <bhart@mywinterhaven.com>; John Murphy <fjm@bosdun.com>
Subject: RE: Winter Haven pf Astute Financial Service Corporation Property/ Polk County Interlocal Agreement and Conservation Easement

John,

The County accepts these changes. Thank you!

Heather Bryan
Assistant County Attorney
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, FL 33831
Tel: (863)534-6746
Fax: (863)534-7654

Book time to meet with me

From: Beth Hunt <beth@bosdun.com>
Sent: Tuesday, November 4, 2025 9:24 AM
To: Bryan, Heather <heatherbryan@polkfl.gov>
Cc: Biehl, Tabitha <TabithaBiehl@polk-county.net>; Moherek, Brooke <BrookeMoherek@polk-county.net>; Lowery, Scott <scottlowery@polkfl.gov>; deveritt <deveritt@mywinterhaven.com>; Brittany Hart <bhart@mywinterhaven.com>; John Murphy <fjm@bosdun.com>
Subject: [EXTERNAL]: Winter Haven pf Astute Financial Service Corporation Property/ Polk County Interlocal Agreement and Conservation Easement

> You don't often get email from beth@bosdun.com. Learn why this is important

11/4/25

Dear Heather:

Pursuant to the virtual meeting held on Friday, October 31, 2025, with City and County staff included in this e-mail regarding the above referenced matter, and our telephone discussion yesterday, please find attached a revised Interlocal Agreement and Conservation Easement with my suggested edits in red line for your further review regarding the above referenced matter. Please note that I accepted most of the County's suggested edits to the Interlocal Agreement provided to me by City staff on October 31, 2025.

I understand that Ms. Moherek was going to revise the depiction on Exhibit "C" to show the uplands, wetlands, and the building envelope. I also understand that the baseline document will be prepared by County staff within he next few days so that it is as current as practicable and may then be attached to the Conservation Easement. The City's Natural Resources Division staff is happy to assist the County staff in this effort regarding the baseline document.

I further understand that we would like to finalize these documents by November 10, 2025, so that they may be approved by the City Commission at its meeting on November 24, 2025, and the BOCC at its meeting on December 2, 2025.

Thank you and I look forward to hearing from you.

John

Frederick J. Murphy, Jr., Esquire
Board Certified in City,
County and Local Government Law

Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, Florida 33831-0030
Telephone (863) 533-7117
Facsimile (863) 533-7412
E-Mail: fjm@bosdun.com

Beth Hunt, Legal Assistant
E-Mail: beth@bosdun.com

Agenda Item G.3. 11/18/2025

SUBJECT

Approve Consultant Services Authorization (CSA) No. 2025-032-01 with AECOM Technical Services, Inc. (Consultant) for the Spirit Lake Road Roundabout Project. ($846,132.75 one-time expense)

DESCRIPTION

The Spirit Lake Road Roundabout Project is included in the current year CIP for the Roads & Drainage Division. The design and the right-of-way acquisition for the project are completed. The bids for construction have been received, and the construction start date is planned for January 2026.

This CSA is needed to allow for the Consultant to provide Construction Engineering & Inspection (CEI) services on the project. The construction duration is anticipated to be 492 days. This CSA is for 17 months of CEI services. The Consultant will be providing a part-time Senior Project Engineer, a full-time Project Administrator, field inspection staff at appropriate levels to cover the contractor's work effort, and a testing laboratory to be able to verify that the construction materials being used on the project meet the contract specifications.

RECOMMENDATION

Request Board approve CSA No. 2025-032-01 with AECOM Technical Services, Inc. at a not to exceed fee of $846,132.75 for the Spirit Lake Road Roundabout Project.

FISCAL IMPACT

Funds are budgeted in the Transportation Trust Fund.

CONTACT INFORMATION

Douglas Gable, P.E.

Engineering Manager - Interim

Roads & Drainage Division

(863) 535-2285

Jay M. Jarvis, P.E.

Roads & Drainage Division Director

(863) 535-2200

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 #: 2025-032-01 (Assigned by Procurement)

To be completed by the requesting Division:

Date: Sept 19 2025 Division: Roads + Drainage

Project Manager's Name: D. Gable Phone #: 535-2285 Doug Gable

Project Name: Spirit Lake Rd roundabout

Total Project Budget: $ 7,786,243 Project # 5400193

Estimate of Construction Cost: $ 5,562,615

Proposed Consultant: AECOM Fee: $ 846,132.75

Master Consultant Agreement # 2025-032

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

Approved By: _____ Date 9/22/25
(Division Director/Designee)

Procurement Division

Date Received: 9/22/25 Date Reviewed by Analyst: 9/23/25

Approved by: _____
(Procurement Director/Designee)

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

Date Received: 9/23/2025 Date Reviewed: 10/3/2025

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)

Consultant Services Authorization

Firm Name	AECOM Technical Services, Inc.
Master Agreement No.	2025-032
CSA No.	2025-032-01
Project Name	Spirit Lake Road Roundabout
Project Description	Construction Engineering & Inspection (CEI) services for the construction of a new roundabout on Spirit Lake Road.
Projects 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)	through completion of construction
Compensation	Total Cost Not to Exceed: $ 846,132.75
Special Contract Conditions	NONE
Insurance Requirements	Professional Liability
Liquidated Damages	$ 0 Per Day
Budget Source/Availability	10104.540541095.5666000.5400193

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:_____
Chairman
Board of County Commissioners

Review as to form and legal sufficiency
Noah Urban 10/3/2025
County Attorney's Office Date

Attest:

_____
Corporate Secretary

SEAL

Date:_____

AECOM Technical Services, Inc.
CONSULTANT COMPANY NAME

_____
Authorized Corporate Officer

J. Larry Sauls, PE
[Printed Name and Title]

Date: 8/27/2025

Print Clear

Rev: 8/18/15

EXHIBIT A
CSA #2025-052-01

SCOPE OF SERVICES

Construction Engineering and Inspection for
Spirit Lake Road at Sheffield Road & Old Bartow Eagle Lake Road Intersection Improvements

1. General: Administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, general conditions, and special conditions for the Construction Contract.

    1.1 Observe the contractor's work to determine the progress and quality of the work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

    1.2 Negotiate Allowance Authorized Release (AAR's) with the Contractor for minor changes and/or additions to the project scope. For more significant changes in quantities and/or additions to the project scope, a change order shall be prepared as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the County Project Manager, as necessary, and direct all issues which exceed the Consultant's authority to the County Project Manager for action or direction.

    1.3 Advise the County Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor, and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of the responsibility for the satisfactory performance of the Construction Contract.

2. On-Site Inspection: Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special conditions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. Keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

    Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in

accordance with the County's procedures. Consultant employees performing such services shall be qualified by either ATSSA or IMSA.

3. Sampling and Testing: Perform Quality Assurance sampling and testing of component materials and completed work in accordance with the Construction Contract documents. Perform sampling and testing in order to verify contractor compliance. The minimum sampling frequencies shall be as defined by the construction contract documents or as directed by the County. Deliver material samples to Consultant's materials testing consultant laboratory for testing of construction materials. Prior to starting the project, prepare a list of all anticipated testing to be performed, including frequencies, for approval by the County. A complete record of all materials incorporated into the project will be provided to the County upon project completion.

    3.1 Provide verification of the Contractor's activities on the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for the purpose of verifying the Contractor's compliance with the Contract Documents.

    3.2 Provide verification samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

    3.3 Provide materials sampling and testing as required by the construction contract documents or as modified by the County. Polk County will monitor the effectiveness of the Consultant's procedures through observation and may obtain and test independent assurance samples at their discretion.

    3.4 Documentation reports on the sampling and testing performed will be maintained in the project files and submitted upon request to the County.

4. Engineering Services: Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

    Services include maintaining the required level of oversight of Contractor activities, interpreting the Plans, General Conditions, Special Conditions, and Specifications for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. Perform the

following services:

4.1 Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors." The inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by Department.

4.2 Analyze problems that arise on the project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.

4.3 Monitor utility construction for conformance to the construction contract documents. Facilitate coordination and communication between all utility agency representatives and the Contractor in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.

4.4 Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations, and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

4.5 Review, track, and process all Contractor submittals, such as CPM Schedules, Requests for Information (RFI's), shop drawings, material submittals, claims, and pay requests.

4.7 Conduct weekly project meetings to discuss the project status and upcoming work. Prepare meeting minutes and distribute to all parties.

4.8 Conduct coordination (pre-activity) meetings prior to all major project activities and traffic control shifts.

4.9 Prepare and submit to the County Project Manager monthly, a Construction Status Report (CSR), in an acceptable format.

4.10 Make a video of the pre-construction conditions throughout the project limits.

4.11 Utilize digital cameras for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. File and maintain photos on computer. Begin taking photos the day prior to the start of construction and continue regularly throughout the project. Log all photos and provide a copy to the County upon project completion. Photographs shall be taken the days of Substantial Completion and Final Acceptance.

5. Utility Coordination: Monitor utility coordination such that it is in reasonable conformance to the plans and specifications.

6. Quality Assurance (QA) Program:

6.1 Quality Reviews: Conduct semi-annual reviews to make certain the organization is in compliance with the requirements cited in the Scope of Services. This shall be done at no cost to the County. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the County Project Manager in written form not later than one (1) month after the review.

6.2 QA Plans: Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the County Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. No payment will be made to the Consultant until the County approves the QA Plan for use on the project.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

6.2.1 Organization: A description is required of the Consultant QA organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibility and autonomy of the QA organization shall be detailed as well as the names

and qualifications of personnel in the quality control organization.

6.2.2 Quality Review: Detail the methods used to monitor and achieve organizational compliance with Agreement requirements for services and products.

6.2.3 Quality Records: Outline the types of records which will be generated and maintained during the execution of the QA program.

6.2.4 Control of Subconsultants and Vendors: Detail the methods used to control subconsultants and vendor quality.

6.2.5 Quality Assurance Certification: An Officer of the Consultant firm shall provide to the County a "Quality Assurance Certification" that certifies that the inspection/documentation was performed in compliance with FDOT and County documents and procedures.

6.3 Quality Records: Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective action taken. These records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the job site and shall be subject to audit review by the County. Upon completion of the project the documents will be arranged in an acceptable manner consistent with the County File Management System and transmitted to the County for storage.

7. Final Estimate: Prepare documentation and records in compliance with the Consultant's approved QA Plan and County procedures. Submit the Final Estimate documenting Contractor's work as follows:

7.1 Submit the Final Estimate within thirty (30) calendar days of final acceptance; or

7.2 Where all items of work are complete and conditional/partial acceptance is utilized (lighting, plant establishment, etc.) for a period exceeding thirty (30) calendar days, the final estimate will be due on the thirtieth (30^{th}) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the County Project Manager at final acceptance detailing any necessary revisions to the pay items covered under the conditional/partial acceptance.

8. Agreement Management:

8.1 General: With each monthly invoice submittal, the Consultant Project Manager will provide a reviewed and approved Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, and estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the consultant funds expiration date.

8.2 When the Consultant identifies a condition that will require a Modification to the Agreement, the Consultant Project Manager will communicate the need to the County Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the modification, and all accompanying documentation to the County Project Manager for further processing. The content and format of the modification and accompanying documentation shall be in accordance with instructions and format to be provided by the County.

9. Subconsultant Services: Upon written approval by the County Project Manager, and prior to performance of the work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

10. Post Construction Claims Review: In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the County and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to the Agreement.

CEI ESTIMATED MAN HOUR STAFFING - Polk County - Spirit Lake Road at Sheffield Road & Old Bartow Eagle Lake Road Intersection Improvements

OFFICE PREPARING ESTIMATE: AECOM Technical Services - CEI
FINANCIAL PROJECT ID:
COUNTY PROJECT NO.: 5400193
PROJECT NAME (From/To): Spirit Lake Road at Sheffield Road & Old Bartow Eagle Lake Road Intersection Improvements
COUNTY: Polk

DATE PREPARED: 06/26/2025

NOTES: 1) Estimate assumes 17 months to complete all of the field work.
2) Asphalt plant VT inspection and testing is excluded.
3) No CEI field office is to be provided for this project.
4) Estimate assumes 5% of overtime. If the Contractor's operations require them to work more hours, additional funding to support CEI services will be requested from the County.

Item No.	Personnel Classifications	Months 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	Man Months	Man Hours
1	CEI Senior Project Engineer	0.10	0.15	0.15	0.15	0.15	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.15	0.15	0.15	0.15	0.10				2.30	379.50
2	CEI Project Engineer	0.15	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.15				5.40	891.00
3	CEI Senior Inspector		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					17.00	2805.00
4	CEI Inspector				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00						14.00	2310.00
5	CEI Contract Support Specialist	0.15	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.15				5.40	891.00
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	TOTALS	**0.40**	**1.75**	**1.75**	**2.75**	**2.75**	**2.70**	**2.70**	**2.70**	**2.70**	**2.70**	**2.70**	**2.70**	**2.70**	**2.70**	**2.75**	**2.75**	**2.75**	**1.75**	**0.40**				44.10	**7276.50**

Total Hours 7276.50

Item No.	Personnel Classifications	Man Months	Man Hours	Hourly Rate	Total Salary Cost	Percent of Overtime	Overtime Man Hours	Overtime Salary Cost	Premium Overtime Rate	Premium Overtime Cost	Estimated TWO Total Cost
				$ -	$ -			$ -	$ -	$ -	$ -
1	CEI Senior Project Engineer	2.30	379.50	$ 241.00	$ 91,459.50			$ -	$ -	$ -	$ 91,459.50
2	CEI Project Engineer	5.40	891.00	$ 166.00	$ 147,906.00			$ -	$ -	$ -	$ 147,906.00
3	CEI Senior Inspector	17.00	2805.00	$ 105.00	$ 294,525.00	5%	140.25	$ 14,726.25	$ -	$ -	$ 309,251.25
4	CEI Inspector	14.00	2310.00	$ 74.00	$ 170,940.00	5%	115.50	$ 8,547.00	$ -	$ -	$ 179,487.00
5	CEI Contract Support Specialist	5.40	891.00	$ 119.00	$ 106,029.00			$ -	$ -	$ -	$ 106,029.00
6	Laboratory Materials Verification Testing (VT) - Madrid Eng. (Estimated)			$ -	$ -			$ -	$ -	$ -	$ 12,000.00
7				$ -	$ -			$ -	$ -	$ -	$ -
8				$ -	$ -			$ -	$ -	$ -	$ -
9				$ -	$ -			$ -	$ -	$ -	$ -
10				$ -	$ -			$ -	$ -	$ -	$ -
11				$ -	$ -			$ -	$ -	$ -	$ -
12				$ -	$ -			$ -	$ -	$ -	$ -
13				$ -	$ -			$ -	$ -	$ -	$ -
14				$ -	$ -			$ -	$ -	$ -	$ -
15				$ -	$ -			$ -	$ -	$ -	$ -
16				$ -	$ -			$ -	$ -	$ -	$ -
17				$ -	$ -			$ -	$ -	$ -	$ -
18				$ -	$ -			$ -	$ -	$ -	$ -
19				$ -	$ -			$ -	$ -	$ -	$ -
				$ -	$ -			$ -	$ -	$ -	$ -
		44.10	**7276.50**		**$ 810,859.50**			**$ 23,273.25**		**$ -**	**$ 846,132.75**

"Note: This is a limiting amount T&M project assignment. In the event the limiting amount cap is reached, a change order will be processed to add additional funding to the contract. If no supplemental funding is available, the Consultant is not obligated to continue work per the contract and scope of services."

AECOM

EXHIBIT "B"
PROFESSIONAL SERVICES FEE SCHEDULE

RFP 25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services
Polk County

Classification	Range of Direct Labor Rates		Range of Hourly Billing Rates	
CEI Senior Project Engineer	$86.00	$104.00	$218.00	$264.00
CEI Project Administrator/Project Engineer	$56.00	$75.00	$142.00	$190.00
CEI Assistant Project Administrator	$42.00	$48.00	$107.00	$122.00
CEI Contract Support Specialist	$40.00	$50.00	$102.00	$127.00
CEI Assistant Contract Support Specialist	$28.00	$38.00	$71.00	$97.00
CEI Resident Compliance Specialist	$29.00	$35.00	$74.00	$89.00
CEI Senior Inspector	$34.00	$49.00	$87.00	$124.00
CEI Inspector	$25.00	$33.00	$64.00	$84.00
CEI Senior Engineer Intern	$40.00	$49.00	$102.00	$124.00
CEI Engineer Intern	$35.00	$45.00	$89.00	$114.00
CEI Senior ITS Inspector	$38.00	$48.00	$97.00	$122.00
CEI ITS Inspector	$29.00	$34.00	$74.00	$87.00
CEI Inspector's Aide	$21.00	$26.00	$54.00	$66.00
CEI Administrative Assistant	$22.00	$28.00	$56.00	$71.00
Senior Scheduler	$55.00	$76.00	$140.00	$193.00
Scheduler	$34.00	$50.00	$87.00	$127.00
Senior Cost Estimator	$55.00	$85.00	$140.00	$216.00
Cost Estimator	$40.00	$60.00	$102.00	$152.00

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

DATE (MM/DD/YYYY): 08/26/2025

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
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com

CN101348564-STND-GAUE-25-26 08 2032

INSURED
AECOM
AECOM Technical Services, Inc.
7650 W. Courtney Campbell Causeway, Suite 700
Tampa, FL 33607-1462

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-0533
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** LOS-002823922-04 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	HDO G48971714	04/01/2025	04/01/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	ISA H11370494	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WLR C72792300 (AOS)	04/01/2025	04/01/2026	X PER STATUTE [ ] OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SCF C72792312 (WI Retro)	04/01/2025	04/01/2026	E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
C	ARCHITECTS & ENG.			EON G21654693 005	04/01/2025	04/01/2026	Per Claim/Agg	2,000,000
	PROFESSIONAL LIAB.			"CLAIMS MADE"			Defense Included	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Client Ref No: Contract 2025-052. Contract 2025-052 - Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services (RFP 25-308)

Polk County, A Political Subdivision of the State of Florida are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract with respect to GL, AL and WC. Contractual Liability is included in the General Liability coverage.

CERTIFICATE HOLDER

Polk County, A Political Subdivision of
the State of Florida
330 West Church St.
P.O. Box 9005 Drawer AS05
Bartow, FL 33831-9005

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

Marsh Risk & Insurance Services

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POLICY NUMBER: ISA H11370494

Endorsement Number: 8

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AECOM **Endorsement Effective Date:**

SCHEDULE

Name Of Person(s) Or Organization(s): Any Person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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POLICY NUMBER: HDO G48971714 Endorsement Number: 7

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

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will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: HDO G48971714

Endorsement Number: 45

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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: D. Gable

Step 1:

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

Consultant	Expertise	Experience	Personnel	Elevated for Consideration (Y/N)
AECOM	Y	Y	Y	Y
EISMAN & RUSSO	Y	Y	Y	Y
RS&H	Y	Y	Y	Y
WSB	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
EISMAN & RUSSO	Y	Y
RS&H	Y	Y
WSB	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	$0.00	Y
EISMAN & RUSSO	$0.00	Y
RS&H	$0.00	Y
WSB	$0.00	Y

Step 4:

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

The master agreements for RFP 25-308 are new and this is the first CSA. AECOM is selected to provide CEI services for this project. The other three firms have been selected for other projects and the CSA's are currently being worked on.

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Heather Bryan
Noah Milov ✓

FROM: Doug Gable (Name and Phone Number) DATE: 9-16-2025

RETURN TO: Doug Gable DIVISION: Roads & Drainage

BOARD AGENDA DATE: Oct 21, 2025 COUNTY MANAGER ITEM: ☐

PROJECT: Spirit Lake Rd roundabout

CSA/CONTRACT NUMBER: 2025-032-01

MODIFICATION NUMBER: _____ CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: AECOM

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:

Assigned Staff: Noah Log-In Date: 9/23/25

CAO Project Number: 25-630 Log-Out Date: 10/3/25

Agenda Item H.1. 11/18/2025

SUBJECT

Reappoint Matthew S. Swingle as a Member of the Lakes Access Advisory Committee, for the three-year term, November 17, 2025 through November 16, 2028. (District 1 Appointment)

DESCRIPTION

Purpose of Layboard: To study how to increase public access to the lakes within Polk County, and report findings and recommendations back to the Board.

Creating Authority: Resolution No. 09-217 adopted November 17, 2009, creating the Polk County Lakes Access Advisory Committee as a standing committee; providing for staggered membership terms; repealing Polk County Resolution No. 08-057, adopted May 7, 2008; and providing for operation of the Committee.

Appointments: The Committee shall consist of 10 members appointed by the Polk County Board of County Commissioners as follows: each Commissioner of the Board shall appoint two members to the Committee.

Term: Members appointed to the Committee shall serve a term of three years. Reappointment for one additional term is permitted (Resolution 07-023). In the event of a vacancy of any member during a term of office, the Commissioner for the District assigned to make the appointment for that member's position shall appoint a successor member, subject to approval of the Board, to serve for the remainder of the unexpired term. Members shall serve at the pleasure of the Board and may be removed without cause at any time.

Reason for appointment: Expiration of previous term.

RECOMMENDATION

Reappoint Matthew S. Swingle as a Member of the Lakes Access Advisory Committee, for the three-year term, November 17, 2025 through November 16, 2028. (District 1 Appointment)

FISCAL IMPACT

No fiscal impact

CONTACT INFORMATION

Kay Suggs
Executive Assistant to the Board

KaySuggs@PolkFL.gov

MATTHEW S. SWINGLE

2899 Eloise Loop Road, Winter Haven, FL 33884
Mobile: (239)285-5369, Email: matthew.swingle@gmail.com

EDUCATION

Louisiana State University, Paul M. Hebert Law Center, Baton Rouge, LA
J.D., May 2011

Duke University, The Graduate School, Durham, NC
Department of Mechanical Engineering and Materials Science
Qualifying and Preliminary Examinations Passed 2000-2005

Duke University, Pratt School of Engineering, Durham, NC
B.S.E. Mechanical Engineering, magna cum laude, 2000

BAR ADMISSIONS

State Bar of Texas
The Florida Bar
United States District Court, Middle District of Florida

EXPERIENCE

Aviation Tax Consulting, Lakeland, FL
Attorney, June 2015 – present

(1) Full-service aircraft transaction and tax boutique law firm
(2) State sales/use tax planning, federal tax planning, and audit defense for aircraft owners and operators
(3) Federal tax focus with respect to hobby loss, passive activity loss, at-risk loss and travel/entertainment substantiation
(4) Flight log processing for federal tax purposes; calculation of depreciation and expense disallowance
(5) SIFL fringe benefit calculations
(6) Advise clients with respect to FAA compliance and loan/insurance agreement compliance
(7) Draft, review, and revise aircraft purchase contracts, leases, charter/management agreements, co-ownership agreements, operating agreements, loan contracts, security agreements, insurance contracts

Myers and Fuller, P.A. d/b/a Bass Sox Mercer, Tallahassee, FL
Attorney, April 2014 – June 2015

(1) Counseling automotive dealerships regarding mergers and acquisition, sale of dealerships and generational transfers
(2) Draft asset purchase agreements and related real estate purchase agreements and leases for automotive and powersports dealership boutique firm
(3) Draft closing documents and attend closings
(4) Aircraft audit defense

Advocate Consulting Legal Group, PLLC, Naples, FL
Attorney, January 2012 – April 2014

(1) Advise businesses and high-net-worth clients, along with their primary attorneys and CPAs, in aircraft acquisitions and dispositions
(2) Structure and negotiate aircraft transactions with private sellers, brokers and manufacturers and their dealer networks (Bombardier, Cessna, Cirrus, Piper, Gulfstream, Embraer, etc.)
(3) State sales/use tax planning, federal tax planning, and audit defense along with FAA compliance
(4) Draft, review, and revise aircraft purchase contracts, leases, charter/management agreements, co-ownership agreements, operating agreements, loan contracts, security agreements, insurance contracts

Spirit AeroSystems (formerly **The Boeing Company**-Boeing Commercial Airplane), Wichita, KS
Propulsion Systems and Structures Engineer, September 2005 – June 2008

(1) Performed aerodynamic, compressible flow, heat transfer and acoustic analysis with emphasis on strut/nacelle structures using ANSYS Fluent and other geometrical gridding software
(2) Directed design and stress engineers with aerodynamic and thermal loads
(3) Preliminary structures and systems drafting
(4) Completed Boeing Design for Durability (stress analysis) training

Personal Interests

Certified Flight Instructor #3081237CFI

Agenda Item I.1. 11/18/2025

SUBJECT

Reappoint Linda M. Schultz, Esq. as an Alternate Member of the Polk County Planning Commission, for the three-year term, January 3, 2026 through January 2, 2029. (District 2 Appointment)

DESCRIPTION

Purpose of Layboard: To review and approve or deny certain types of development applications (Level 3 and Level 4) pursuant to the use tables in Chapters 2, 4 and 5 of the Land Development Code.

Creating Authority: Polk County Ordinance 00-09, and as amended the Polk County Land Development Code. The Planning Commission is the Local Planning Agency (LPA) per Section 163.3174 Florida Statutes (F.S.)

Appointments: Seven Members and three Alternate Members to be appointed by the BoCC. The Board should include members representing the following areas: AICP Certified Planner; licensed professional engineer, surveyor and mapper, architect, or landscape architect; natural or environmental specialist; a farmer, rancher, or an individual involved in other aspects of agriculture; a business person, who may include a licensed real estate sales associate or broker, licensed general contractor or subcontractor.

Term: Three-year terms limited to two full-length consecutive terms and a maximum of eight years if initial appointment is less than three years.

Reason for Appointment: Expiration of current term.

RECOMMENDATION

Reappoint Linda M. Schultz, Esq. as an Alternate Member of the Polk County Planning Commission, for the three-year term, January 3, 2026 through January 2, 2029. (District 2 Appointment)

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Kay Suggs
Executive Assistant to the Board

KaySuggs@PolkFL.gov

Linda M. Schultz, Esq.

116 W. Walnut St, Apt 6 ▪ Lakeland, Florida 33815 ▪ (386) 479-8420 ▪ lmschultz21@gmail.com

Professional Summary

Self-motivated and experienced advocate for clients in law and real estate with strong negotiation, communication, and professionalism skills to bring a transaction to closure. Works well in a collaborative environment to reach desired results. Adept at handling confidential and or sensitive information.

Experience

Medina Law Group, P.A., Lakeland, FL — Jan 2025 - Present

Attorney

- Consult with and advise clients regarding estate planning
- Draft and prepare estate planning documents
- Provide legal opinions
- Draft and prepare legal pleadings
- Attend court hearings on behalf of clients

Saunders Real Estate, Lakeland, FL — May 2018 – Present

Real Estate Associate

- Assist property owners with disposing assets
- Assist property buyers in identifying and acquiring assets
- Tenant and landlord representation
- Negotiate lease terms on behalf of landlords and tenants
- Consult with and advise property owners/sellers and buyers
- Identify and analyze properties to compute estimated value
- Collaborate with brokers and advisors on property valuation
- Maintain complete database of comparable properties
- Compile demographic information using ESRI Business Analyst
- Create comprehensive flyer packages using Adobe InDesign

The Draves Law Firm, P.A., Orlando, FL — Oct 2016 – Dec 2024

Attorney

- Prepare legal pleadings and provide legal research
- Prepare correspondence to clients and opposing counsel
- Negotiate on behalf of clients in mediation and arbitration
- Maintain calendar for court hearings and meetings
- Organize case materials and assemble case files

Donald G. Powell (Tax Preparation), Gainesville, FL — June 2009 – Aug 2013

Office Manager

- Managed and administered the operation of the office
- Interacted with and provided support to the accountant's clientele
- Prepared quarterly and year end statements and tax returns
- Reconciled cash accounts, accounts payable and accounts receivable

Education

Nova Southeastern University, Shepard Broad College of Law May 2016
Juris Doctor (J.D.)

University of Florida Dec 2010
Bachelor of Arts (B.A.), Criminology

Daytona Beach Community College May 2008
Associate of Arts (A.A.)

Licenses

Real Estate Sales Associate Aug 2017
Florida

Memberships and Activities

The Florida Bar
Admitted 2018

American Bar Association
Member

Orange County Bar Association
Member

Variety – the Children's Charity of Florida
Member

Polk County Planning Commission
Alternate Board Member

TigerTown Rotary
2022-2023 President

In Our Expert Opinion Podcast
Host

Polk County Flight to Honor
Fundraising Board

Emerge
2021 Social Committee Member

Agenda Item K.1. 11/18/2025

SUBJECT

Appoint Cyle Rickner to the Polk County Lakes Access Advisory Committee for the three-year term, November 17, 2025, to November 16, 2028.

DESCRIPTION

Purpose: To study how to increase public access to the lakes within Polk County, and report findings and recommendations back to the Board.

Creating Authority: Resolution No. 09-217 adopted November 17, 2009, creating the Polk County Lakes Access Advisory Committee as a standing committee; providing for staggered membership terms; repealing Polk County Resolution No. 08-057, adopted May 7, 2008; and providing for operation of the committee.

Appointments: The Committee shall consist of 10 members appointed by the Polk County Board of County Commissioners as follows: each Commissioner of the Board shall appoint two members to the Committee.

Term Limits: Members appointed to the Committee shall serve a term of three years. Reappointment for one additional term is permitted (Resolution 07-023). In the event of a vacancy of any member during a term of office, the Commissioner for the District assigned to make the appointment for that member's position shall appoint a successor member, subject to approval of the Board, to serve for the remainder of the unexpired term. Members shall serve at the pleasure of the Board and may be removed without cause at any time.

Reason for Appointment: Expiration of Elena Giarratano's term.

RECOMMENDATION

Appoint Cyle Rickner to the Polk County Lakes Access Advisory Committee for the three-year term, November 17, 2025, to November 16, 2028.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Ana C. Pereira, Executive Assistant to the Board

AnaPereira@PolkFL.gov <mailto:AnaPereira@PolkFL.gov>
863-534-6422

Cyle Rickner

cyle1100@icloud.com | +1 (863) 845-0021

Business Administration | Southern New Hampshire University

Professional Experience

Business Account Manager

ADT Security Services – Lakeland, FL January 2024 – Present

- Develop and maintain client partnerships through proactive communication and exceptional customer service generating over $400,000 in revenue annually
- Secured position as ADT's top sales performer in the nation for Nov. 2024 and consistently rank as a top 3 performer of Central Florida branch.
- Design and quote security solutions to integrate advanced smart systems for small business and residential clients
- Effectively communicate and act as liaison between customers and technical support to ensure proper installation and customer satisfaction post-sale
- Manage and maintain all small business accounts for the largest territory within local branch
- Utilize local networking groups and customer referrals to boost lead generation and self-generated sales

Sales Representative

LensCrafters Luxottica – Lakeland, FL July 2023 – January 2024

- Consistently exceeded sales goals to maintain position as a top 3 performer monthly and quarterly, averaging $45,000 in monthly revenue.
- Mastered eyewear technology and trends to drive sales
- Ensured transactional accuracies with daily management of cash drawer

Senior Recruiter

AmeriCrew – Miami, FL December 2021 –June 2023

- Improved recruitment operations by streamlining existing processes into a simple 4-step process, boosting recruitment rates by 80%
- Consistently exceeded weekly throughput goals, placing an average of 8 candidates per week
- Formed valuable relationships with hiring managers and candidates, aligning suitable talent with organizational goals

- Crafted compelling, precision-targeted job descriptions and postings, attracting elite candidates and expanding AmeriCrew's talent pipeline

Retail Sales Representative

XFINITY Store by Comcast – Cape Coral, FL February 2021 – October 2021

Automotive Technician

Jaguar Land Rover North America November 2019 – October 2020

Military Service

Private First Class South Korea

United States Army January 2018 – November 2019

- Excelled in high-stakes maintenance of diesel engines and automotive systems, ensuring mission-critical readiness under pressure.
- Earned prestigious accolades for discipline, teamwork, and technical prowess, including the Korean Defense Service Medal, Army Achievement Medal, Overseas Service Ribbon, and Certificate of Achievement.

Memberships & Volunteering

Business Networking International March 2024 - Present

Citrus Center Kiwanis April 2024 -Present

Lakeland Chamber of Commerce May 2024 – Present

Additional Skills

Microsoft365 certified

Skilled in JavaScript, technical analysis of schematics, and network infrastructure design

CRM Platforms: Salesforce, ZoHo, HireBridge

Agenda Item O.1. 11/18/2025

SUBJECT

Public Hearing to consider the adoption of an Ordinance of the Polk County Board of County Commissioners establishing the "Mandatory Milestone Inspection Program."

DESCRIPTION

In response to statewide concerns about the structural integrity of aging multi-story residential buildings, the Florida Legislature enacted Section 553.899, Florida Statutes.

The proposed ordinance establishes the framework for administering and enforcing the Mandatory Milestone Inspection Program within Polk County. The purpose is to ensure that applicable buildings are inspected for substantial structural deterioration at prescribed intervals and that any necessary repairs are completed in a timely manner to protect the health, safety, and welfare of the public.

RECOMMENDATION

Approve the Ordinance of the Polk County Board of County Commissioners establishing the "Mandatory Milestone Inspection Program."

FISCAL IMPACT

No fiscal Impact.

CONTACT INFORMATION

Randall Vogel
Assistant County Attorney
863-534-6744

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS, ESTABLISHING THE "MANDATORY MILESTONE INSPECTION PROGRAM"; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING APPLICABILITY AND TIMELINES FOR REQUIRED INSPECTIONS; PROVIDING FOR NOTICE, REPORTING, AND REPAIR REQUIREMENTS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR FEES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Polk County Board of County Commissioners is authorized by Chapters 125 and 162, Florida Statutes, to adopt ordinances to protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Florida Legislature has determined that the structural integrity of aging condominium and cooperative buildings is a matter of statewide concern and has enacted Section 553.899, Florida Statutes, to establish a uniform program of mandatory structural inspections, known as "milestone inspections"; and

WHEREAS, Section 553.899, Florida Statutes, requires every local government to adopt an ordinance requiring that a condominium or cooperative association schedule or commence repairs for substantial structural deterioration within 365 days of the local enforcement agency's receipt of a Phase 2 milestone inspection report; and

WHEREAS, the Board of County Commissioners finds that the adoption of this Ordinance is necessary and in the public interest to implement the state's milestone inspection program, ensure the timely repair of unsafe structures, and protect the lives and property of the residents of Polk County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1: SHORT TITLE.

This article shall be known as the “Mandatory Milestone Inspection Program”.

SECTION 2: PURPOSE AND INTENT.

This article is intended to establish a program for the administration and enforcement of the mandatory milestone inspection requirements set forth in Section 553.899, Florida Statutes, within Polk County, Florida. The purpose of this program is to ensure that buildings subject to the statute are inspected for signs of substantial structural deterioration in a timely manner and that any necessary repairs are completed to protect the health, safety, and welfare of the public.

SECTION 3: DEFINITIONS.

For the purposes of this article, the terms defined in Section 553.899, Florida Statutes, as may be amended, are hereby adopted by reference. For the purposes of this Ordinance, the Local Enforcement Agency shall be the Polk County Building Department or its successor agency. The "Building Official" shall be the building official of Polk County as defined in the Florida Building Code.

SECTION 4: APPLICABILITY AND INSPECTION TIMELINES.

1) This article applies to any building that is three (3) or more habitable stories in height and is subject, in whole or in part, to a condominium or cooperative form of ownership, in accordance with Florida Statutes.
2) The owner or association of an applicable building shall have a milestone inspection performed by a licensed architect or engineer at the times prescribed by Florida Statutes:
    a. By December 31 of the year in which the building reaches 30 years of age, and every 10 years thereafter.
    b. The transitional deadlines for buildings that reached their respective ages prior to the effective date of this Ordinance shall be as set forth in F.S. § 553.899(3)(a).

SECTION 5: NOTICE, REPORTING, AND RECORD KEEPING.

1) The Building Official shall issue a written notice by certified mail to the condominium or cooperative association when a milestone inspection is required for a building within its jurisdiction.
2) The association is responsible for all costs associated with the inspection and for complying with all requirements of Florida Statutes, including notifying unit owners of the required inspection.
3) Within 180 days of receiving the notice, the association must complete a Phase 1 milestone inspection and submit a sealed copy of the inspection report to the Building Official.
4) If a Phase 2 inspection is required, the procedures and timelines shall be governed by F.S. § 553.899(7).
5) The Building Department shall comply with all annual reporting requirements to the Florida Department of Business and Professional Regulation as mandated by Florida Statutes.

SECTION 6: EXTENSIONS OF TIME.

The Building Official may grant an extension of time for the deadlines established herein upon a written request from the association, subject to the following conditions:

1. An extension for the initial milestone inspection may be granted upon a showing of good cause by the association, as defined in F.S. § 553.899(3)(c). The request must demonstrate that the association has entered into a contract with a qualified architect or engineer to perform the inspection, but the inspection cannot reasonably be completed before the deadline.

2. An extension for the 365-day deadline to commence repairs may be granted if the request is submitted in writing by the association’s licensed architect or engineer of record

for the repairs. The request must include a justification for the delay and must be accompanied by a signed and sealed statement from the design professional certifying that the building poses no immediate threat to life or safety and can be safely occupied during the requested extension period. The Building Official shall have the discretion to approve or deny the request and to set a new, definitive deadline for the commencement of repairs.

SECTION 7: COMMENCEMENT OF REPAIRS.

1) In accordance with the mandate of Florida Statutes, if a Phase 2 milestone inspection report identifies substantial structural deterioration, the owner or association shall schedule or commence all necessary repairs or modifications within 365 days from the date the Phase 2 report is received by the Building Official.
2) Commencement of repairs shall be evidenced by the submission of a complete and valid building permit application to the Building Department for the work required to address the findings of the Phase 2 report.

SECTION 8: ENFORCEMENT AND PENALTIES.

1) Failure to perform the required milestone inspection, submit a required report, or commence repairs within the timeframes established by this article and Florida Statues shall constitute a violation of the Polk County Codes and Ordinances.
2) The Building Official is authorized to enforce this article through any means available under the Florida Building Code, Chapter 162, Florida Statutes, or other applicable law.
3) If an owner or association fails to comply, the Building Official may refer the violation to Polk County Code Enforcement for action.
4) Nothing in this section shall prevent the Building Official from declaring a building unsafe and ordering it to be placarded and vacated if conditions warrant such action in the interest of public safety.

SECTION 9: FEES.

The Board of County Commissioners may, by resolution, establish a schedule of fees for the administration of this program, including fees for notices, report reviews, and compliance tracking, to be paid by the subject association.

SECTION 10. CODIFICATION, SEVERABILITY AND CONFLICTS.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made part of the Polk County Code of Ordinances. If any provision of this Ordinance or if this Ordinance as applied 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. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 11. EFFECTIVE DATE.

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

Agenda Item R.1. 11/18/2025

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2229.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2229 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 2229.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
alisonbrown@polk-county.net <mailto:alisonholland@polk-county.net>

BLANKET PROPERTY REMOVAL FORM # 2229

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: _____ *Approved By* _____

Fixed Asset Accounting Office of Clerk Auditor — *Chairman of the Board of County Commissioners*

BoCC Approval Date: **11/18/2025**

Property # **50215001**	***Asset #*** **102808**				
Item: TRAILER, AIR COMPRESSOR		SULLAIR		0185-100	
Serial # 202104300050		***Date Rec'd.*** 5/30/2021		***Cost***	$25,296.00
Reason for Request: DESTROYED BY FIRE					
Property # **57867**	***Asset #*** **103709**				
Item: COMPUTER, LAPTOP		HP		ELITEBOOK 850 G8	
Serial # 5CG1347LXJ		***Date Rec'd.*** 10/5/2021		***Cost***	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **57868**	***Asset #*** **103710**				
Item: COMPUTER, LAPTOP		HP		ELITEBOOK 850 G8	
Serial # 5CG1347M6R		***Date Rec'd.*** 10/5/2021		***Cost***	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **57869**	***Asset #*** **103711**				
Item: COMPUTER, LAPTOP		HP		ELITEBOOK 850 G8	
Serial # 5CG1347JST		***Date Rec'd.*** 10/5/2021		***Cost***	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **57870**	***Asset #*** **103712**				
Item: COMPUTER, LAPTOP		HP		ELITEBOOK 850 G8	
Serial # 5CG1347K85		***Date Rec'd.*** 10/5/2021		***Cost***	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **59555**	***Asset #*** **103757**				
Item: COMPUTER, LAPTOP		MICROSOFT		SURFACE PRO	
Serial # 012510514457		***Date Rec'd.*** 12/7/2021		***Cost***	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **59574**	***Asset #*** **103891**				
Item: COMPUTER, LAPTOP		DELL		LATITUDE 5521	
Serial # FQ3TSG3		***Date Rec'd.*** 2/11/2022		***Cost***	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **60002**	***Asset #*** **104013**				
Item: COMPUTER, LAPTOP		HP		ELITEBOOK 850	
Serial # 5CG21116TF		***Date Rec'd.*** 4/7/2022		***Cost***	$1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **60005**	***Asset #*** **104016**				
Item: COMPUTER, LAPTOP		HP		ELITEBOOK 850	
Serial # 5CG21114JK		***Date Rec'd.*** 4/7/2022		***Cost***	$1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **60006**	***Asset #*** **104017**				
Item: COMPUTER, LAPTOP		HP		ELITEBOOK 850	
Serial # 5CG21116SV		***Date Rec'd.*** 4/7/2022		***Cost***	$1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					

Property # **60007** *Asset #* **104018**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG211169F *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60008** *Asset #* **104019**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115WJ *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60009** *Asset #* **104020**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115K0 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60011** *Asset #* **104022**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116T6 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60013** *Asset #* **104024**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115WX *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60014** *Asset #* **104025**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21114JC *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60015** *Asset #* **104026**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116T4 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60016** *Asset #* **104027**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115X6 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60017** *Asset #* **104028**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21114H8 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60018** *Asset #* **104029**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG2112QNH *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60019** *Asset #* **104030**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21114SX *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60022** *Asset #* **104033**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115KC *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60024** *Asset #* **104035**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG2112Q74 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60025** *Asset #* **104036**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG2111420 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60027** *Asset #* **104038**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21114TV *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60028** *Asset #* **104039**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115JT *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60029** *Asset #* **104040**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116SS *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60031** *Asset #* **104042**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116BK *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60032** *Asset #* **104043**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116ST *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60034** *Asset #* **104045**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115XD *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60035** *Asset #* **104046**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116SQ *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60036** *Asset #* **104047**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116T7 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60037** *Asset #* **104048**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG211174S *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60038** *Asset #* **104049**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG211169N *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60039** *Asset #* **104050**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21114TD *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60040** *Asset #* **104051**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG2111693 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60041** *Asset #* **104052**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG2111JT *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60042** *Asset #* **104053**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG211169X *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60043** *Asset #* **104054**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116T0 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60045** *Asset #* **104056**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115J1 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60047** *Asset #* **104058**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115KB *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60048** *Asset #* **104059**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115X8 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60049** *Asset #* **104060**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG211140R *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60051** *Asset #* **104062**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115K9 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60053** *Asset #* **104064**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG2111692 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60054** *Asset #* **104065**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115JQ *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60055** *Asset #* **104066**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115K4 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60056** *Asset #* **104067**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG2111697 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60057** *Asset #* **104068**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116SP *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60059** *Asset #* **104070**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115JL *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60061** *Asset #* **104072**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG2111695 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60062** *Asset #* **104073**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115K2 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60065** *Asset #* **104076**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116T1 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60067** *Asset #* **104078**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG211169S *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60068** *Asset #* **104079**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116TB *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60070** *Asset #* **104081**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21114JD *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60071** *Asset #* **104082**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21114T4 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60072** *Asset #* **104083**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116SL *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60073** *Asset #* **104084**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115HX *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60074** *Asset #* **104085**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116B0 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60075** *Asset #* **104086**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115K5 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60076** *Asset #* **104087**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115JW *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60078** *Asset #* **104089**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116T5 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60079** *Asset #* **104090**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116RX *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60080** *Asset #* **104091**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116T2 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60082** *Asset #* **104093**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21114TL *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60084** *Asset #* **104095**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115J7 *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60087** *Asset #* **104098**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21114JF *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60094** *Asset #* **104105**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116BC *Date Rec'd.* 4/7/2022 *Cost* $1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60001** *Asset #* **104110**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG210283P *Date Rec'd.* 4/7/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60098** *Asset #* **104122**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG2112QNK *Date Rec'd.* 5/3/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60099** *Asset #* **104123**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG2112Q6F *Date Rec'd.* 5/3/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60101** *Asset #* **104125**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG2118VPT *Date Rec'd.* 5/3/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60102** *Asset #* **104126**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG2118WV9 *Date Rec'd.* 5/3/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59620** *Asset #* **104201**
Item: COMPUTER, LAPTOP DELL XPS 15
Serial # BC8WMN3 *Date Rec'd.* 6/6/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60103** *Asset #* **104207**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850 G8
Serial # 5CG2107KGG *Date Rec'd.* 5/31/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60107** *Asset #* **104211**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850 G8
Serial # 5CG21114TP *Date Rec'd.* 5/31/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60108** *Asset #* **104212**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850 G8
Serial # 5CG211141W *Date Rec'd.* 5/31/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60110** *Asset #* **104214**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850 G8
Serial # 5CG21115JJ *Date Rec'd.* 5/31/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60111** *Asset #* **104215**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850 G8
Serial # 5CG21115WK *Date Rec'd.* 5/31/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60113** *Asset #* **104217**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850 G8
Serial # 5CG21116T8 *Date Rec'd.* 5/31/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59821** *Asset #* **104730**
Item: COMPUTER, LAPTOP MICROSOFT SURFACE PRO
Serial # 021153223157 *Date Rec'd.* 8/18/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **50041902** *Asset #* **52475**
Item: GENERATOR, TRAILER MOUNTED COLEMAN
Serial # 12014082 *Date Rec'd.* 9/29/2004 *Cost* $12,995.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **46173527** *Asset #* **95183**
Item: TRUCK, CONTAINER HANDLING PETERBILT 365
Serial # 1NPSL70X0HD423373 *Date Rec'd.* 12/7/2016 *Cost* $182,968.28
Reason for Request: DESTROYED BY FIRE

Property # **55536** *Asset #* **96172**
Item: FIREWALL CHECKPOINT CPAP SG5200-NGTP
Serial # 1711BA4377 *Date Rec'd.* 9/28/2017 *Cost* $9,201.03
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55537** *Asset #* **96173**
Item: FIREWALL CHECKPOINT CPAP SG5200-NGTP-HA
Serial # 1711BA4234 *Date Rec'd.* 9/28/2017 *Cost* $7,374.03
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

(86 detail records) **$323,084.34**

Agenda Item R.2. 11/18/2025

SUBJECT

Appoint property custodian for the office of Communications.

DESCRIPTION

Appoint Trisha Futty as property custodian for the Communications Division.

RECOMMENDATION

Approve appointment.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

APPOINTMENT OF PROPERTY CUSTODIAN

The Polk County Board of County Commissioners does hereby appoint ____Trisha Futty_____(custodian), employee # __39766_____, employee email address_____TrishaFutty@polk-county.net_____, who is employed by me in the capacity of ___Communications Office Manager IV_____ (title) as Deputy Custodian of all County owned tangible personal property assigned to or purchased for the office of __Communications Division_____(dept/div/section).

This appointment authorizes the Deputy Custodian to receive property in my name, execute such receipts as may be required by the Board of County Commissioners of Polk County and account for such County owned property as may be required by the Board of County Commissioners.

This appointment is for the express purpose of administrative conveniences in the accountability of property and does not purport to relieve the undersigned of the responsibilities and accountability for such county owned property as may be purchased for or assigned to the office I now hold.

This appointment hereby cancels the authorization of the previously appointed custodian to receive property in my name and execute receipts as may be required by the Board of County Commissioners.

Trisha Futty
Custodian's signature

Division Director/Elected Official signature

Approved this _____ day of _____, 20_____.

Chairman, Board of County Commissioners

Agenda Item R.3. 11/18/2025

SUBJECT

Report 2025-12 Thornhill Road Bridge Construction audit report.

DESCRIPTION

Accept Report 2025-12 Thornhill Road Bridge Construction audit report.

RECOMMENDATION

Approval.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Lita J. McHugh, CPA, CIG, CIGI

Inspector General

Office of Stacy M. Butterfield, CPA

Polk County Clerk of the Circuit Court & Comptroller

(863) 534-7735 | LitaMcHugh@polk-county.net <mailto:LitaMcHugh@polk-county.net>

Report # 2025-12
Thornhill Road Bridge Construction
Audit #2025-10

Department of Inspector General
Stacy M. Butterfield, CPA
Clerk of the Circuit Court and Comptroller
Polk County, Florida

Lita J. McHugh, CPA, CIG, CIGI
Inspector General

Auditor Assigned:
Garrett Pearn, CIA, CIG
Deputy Inspector General

Stacy M. Butterfield, CPA

Clerk of the Circuit Court and Comptroller
Polk County, Florida

November 18, 2025

INSPECTOR GENERAL AUDIT REPORT

Report #2025-12: Thornhill Road Bridge Construction (Audit 2025-10)

The Honorable Board of County Commissioners

We have conducted an audit of the construction of Thornhill Road Bridge, completed under contract #2022-126 with Denson Construction.

Our audit objectives were to assure the competitive bidding process complied with applicable policies, assure adequate risk mitigation terms were included in the contract, determine whether payments to contractors were in accordance with the contract, and evaluate the adequacy of project oversight.

We appreciate the cooperation and assistance provided by the Roads and Drainage Division during our audit.

We hope you find this report useful in ensuring that Polk County government provides the best possible services to our residents.

Respectfully submitted,

_____

Garrett Pearn, CIA, CIG
Deputy Inspector General

Approved:

_____

Stacy M. Butterfield, CPA
Clerk of the Circuit Court and County Comptroller

Background

The Roads and Drainage Division (the Division) is part of the growth and infrastructure service area of the Board of County Commissioners. The Division is responsible for the maintenance of existing county-owned roadways and drainage infrastructure and the construction of new infrastructure to provide safe roadways for residents and visitors. Its focus is on improving transportation mobility by constructing and maintaining roads, intersections, bridges, traffic signals, signs, and striping. These projects are accomplished through the capital improvement program, otherwise known as the community investment program.

The audit focused on the Thornhill Road bridge construction project managed by the Project Management section of the division. The project included the removal of the existing bridge and construction of a replacement bridge to include pedestrian and bicycle lanes with guardrails, as well as erosion and sediment control for the drainage area below the bridge.

After engaging with an engineering firm for design services, bid file #22-546 was issued for the construction portion of the project. A total of six bids were submitted and analyzed, and Denson Construction was awarded the project. Contract #2022-126 was finalized at the total bid price of $2,302,597.35 which included $250,000 of project contingencies and 150 construction days. The contract stipulated the agreement as a unit price bid, requiring all payments to be based on actual quantities at the bid unit prices. The Board of County Commissioners approved the contract on December 20, 2022.

In order to expedite construction and minimize the inconvenience to the traveling public, an additional incentive provision was included in the contract. For each calendar day the actual completion date preceded the original contract time (150 days), the contractor would earn $7,500 per day, not to exceed $225,000. The contract stipulated that the contractor must obtain the Certificate of Final Completion in order to be eligible for the incentive payment.

Scope and Methodology

The scope of our audit included:

- Interviews with Roads and Drainage Division personnel
- Interviews with Procurement Division personnel
- Review of bid submittals and bid analysis worksheet for bid file #22-546
- Review of contract #2022-126 and procedures, policies and controls relating to the project
- Review of insurance certificates, public construction bonds, and other risk mitigation terms included in the contract
- Review of all payment applications and supporting documentation
- Review of Roads and Drainage's project monitoring activities and documentation.

Our audit objectives were to:

- Determine whether the competitive bidding process complied with applicable laws, regulations, and BoCC policies and evaluate the overall bid analysis process
- Determine whether key risk mitigation terms were included in the contract, such as bonds, insurance, warranties, retainage, and audit rights
- Determine whether payments to contractors were authorized, supported, in accordance with the contract and other applicable laws, regulations and BoCC policies
- Evaluate the adequacy of project oversight and ensure that construction work met design specifications, deliverables were timely, change orders were reviewed and approved, and the project closed out in accordance with BoCC policies.

Testing was performed on activities beginning from bid submittal through the approval of the final payment application ranging from September 2022 through October 2023.

Our audit was conducted in accordance with the *Global Internal Audit Standards* of The Institute of Internal Auditors and the *Principles and Standards for Offices of Inspector General* of the Association of Inspectors General. Accordingly, it included such tests of records and other auditing procedures as we considered necessary in the circumstances.

Results

Overall, we found the contract was competitively awarded and executed in accordance with applicable laws and BoCC policies and found the bid analysis process to be sufficient. The contract contained industry standard risk mitigation terms such as bonds, insurance, retainage, warranty, and audit rights.

Payments and retainage were generally accurate and withheld correctly. The Project Manager approved all payment applications prior to them being paid. The Project Manager also made weekly site visits and ensured construction of the bridge met design specifications, and all deliverables were timely.

However, our audit did find areas needing improvement related to payments and project oversight, as described below.

Observation #1:

The Certificate of Final Completion was issued the same date as the Certificate of Substantial Completion, even though work was not completed, resulting in the contractor being paid more incentive pay than was earned.

The contract defines substantial completion as "the stage in the progress of the Work when the Work is sufficiently complete in accordance with the contract documents, so the County can occupy or utilize the Work for its intended purpose." The contract defines final completion as the "completion of all work associated with the construction of the project, including all incomplete items, those items to be re-worked, and all contract close-out documentation." The incentive provision in the contract states that it is based on the contractor obtaining the Certificate of Final completion earlier than the original contract time.

The Certificate of Substantial Completion was earned on August 18, 2023, but project documentation, including inspector Daily Reports and the project Punch List, show work continued on the bridge and surrounding areas until August 24, 2023, including repairing cracking on the transition from the southbound lane from the bridge to the approach slab. The contractor was paid an incentive payment of $195,000 (124 project days) when it contractually earned $150,000 (130 project days), an overpayment of $45,000. The Certificate of Final Completion was approved with a date of August 18, 2023, despite punch list items and project closeout not being completed by that date.

Recommendation #1:

We recommend Roads and Drainage only approve payments in accordance with the contract as approved by the Board of County Commissioners.

Management Response:

We concur with the recommendation and will be more diligent on future projects so that the punch list items are completed prior to the issuance of the Certificate of Final Completion.

Observation #2:

Multiple pay items were not validated for actual quantities, and when they were, many pay items were paid to the contractor based on original estimated quantities.

The contract stipulated the agreement as a unit price bid, requiring all payments to be based on actual quantities at the bid unit prices. During our walkthroughs with the Division of payment application review, and when a discrepancy on quantities for the same pay item was found between pay application #3 and #4, there was no supporting documentation available to review and approve payment applications. Roads and Drainage relied on estimates, and if the project appeared to be built to scope, approved pay items at 100% completion.

Recommendation #2:

Payment approvals should reference documentation to support quantities for pay application items and approve payment for actual quantities in accordance with the contract. Supporting documentation can include invoices, delivery tickets, inspector daily reports, and field measurements.

Management Response:

We concur that some of the supporting documentation is lacking for the pay applications. On future projects we will ensure that the field inspection is appropriately staffed so that there are no gaps in the supporting documentation.

Observation #3:

Daily reports were not filled out completely, reviewed timely, or were not submitted at all.

Daily reports were used by Roads and Drainage Inspectors to document various details about the project, including who was on site, what was being worked on, what materials were received, etc. However, the section for materials to be tied back to pay items was not completed in any submitted report.

Many reports were reviewed and approved well after they were submitted, including 53 daily reports approved in a single day in less than two hours according to the digital signatures recorded in Adobe. Over 40 daily reports were not submitted at all despite construction work being done.

Recommendation #3:

Daily reports should be filled out sufficiently for each day of the project to support materials and quantities received to tie back to pay items. These reports should be reviewed timely in order to use them as a resource when approving payment applications to validate actual quantities used on projects.

Management Response:

We concur that the daily reports were lacking some information related to quantities. We concur that the Project Managers need to review the daily reports in a timely manner. On future projects we will ensure that these items are addressed.

Agenda Item R.4. 11/18/2025

SUBJECT

Report 2025-14 Allied Universal audit report.

DESCRIPTION

Accept Report 2025-14 Allied Universal audit report.

RECOMMENDATION

Approval.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Lita J. McHugh, CPA, CIG, CIGI

Inspector General

Office of Stacy M. Butterfield, CPA

Polk County Clerk of the Circuit Court & Comptroller

(863) 534-7735 | LitaMcHugh@polk-county.net <mailto:LitaMcHugh@polk-county.net>

Report # 2025-14
2025-04 Allied Universal
Audit #2025-04

Department of Inspector General
Stacy M. Butterfield, CPA
Clerk of the Circuit Court and Comptroller
Polk County, Florida

Lita J. McHugh, CPA, CIG, CIGI
Inspector General

Auditor Assigned:
Avy Smith, CIA, CIGI

An Accredited Office of
Inspector General

Stacy M. Butterfield, CPA

Clerk of the Circuit Court and Comptroller
Polk County, Florida

November 18, 2025

INSPECTOR GENERAL AUDIT REPORT

Report #2024-14: 2025-04 Allied Universal

The Honorable Board of County Commissioners

We have conducted an audit of GPS electronic monitoring devices and security guard services provided by Allied Universal for Polk County Court Services between May 2024 through April 2025.

Our audit objectives were to determine if Allied complied with employment requirements, including background screening, hiring standards, training and record retention for security guard services; review transactions to determine if disbursements are in accordance with contracts; and determine if performance measures for GPS electronic monitoring devices are satisfied to ensure delivery of services.

We appreciate the cooperation and assistance provided by the Court Services Division during the course of our audit.

We hope you find this report useful in ensuring that Polk County government provides the best possible services to our residents.

Respectfully submitted,

_____

Lita McHugh, CPA, CIG, CIGI
Inspector General

Approved:

_____

Stacy M. Butterfield, CPA
Clerk of the Circuit Court and County Comptroller

Background

Court Services, formerly known as County Probation, is part of the Public Safety division within Polk County. Court Services Division includes County Probation (Probation) and Pre-Trial Services. Electronic monitoring (EM) was designed to help with jail overcrowding, collect fees to defray program costs, and save taxpayer money through the avoidance of jail days.

The overall goal of the Pre-Trial Services program is to allow defendants who meet specific legal criteria to be released from Polk County Jail and allowed to reside in their communities throughout the pretrial and trial process. The ability of a defendant to be granted Pretrial release is determined by a judge. The mission of Court Services is to provide the Courts of the 10th Judicial Circuit with an alternative to incarceration for predominantly misdemeanor offenders and to serve the public through:

- Monitoring offenders to assure compliance with court-ordered sanctions,
- Referring probationers to counseling and resource agencies, when necessary,
- Assigning probationers community service at County operated/approved worksites,
- Collecting victim restitution and supervision fees,
- Collecting monthly fees from offenders to defray taxpayer costs,
- Interviewing individuals after arrest for first appearance hearings,
- Providing information to the Court for first appearance hearings,
- Monitoring and supervising defendants on pretrial release conditions,
- Monitoring assigned defendants for compliance with their probation conditions, and
- Overseeing court-ordered electronic monitoring of defendants.

Over time the scope of offenders monitored in the EM program has expanded beyond misdemeanor only offenders. Offenders may be placed into an EM program by the County Circuit, Misdemeanor, Traffic Court as a condition of Pre-Trial Release (PTR), or the Polk County Sheriff's Office if it is determined that the jailed offender meets the criteria for the program. The maximum time in the EM program varies depending upon the sentencing Judge and the completion of the judicial process for offenders that are on PTR. Offenders who meet the requirement to enter the EM program are monitored by Global Positioning System (GPS) offender management technology.

Allied invoices totaled $357,464 for electronic monitoring services, and $114,635 for security guards between May 2024 through April 2025.

Scope and Methodology

The scope of our audit included:

- Review of Administrative Order No. 2-68.0,
- Review of Chapter 493, Florida Statutes,
- Interviews with Court Services Division personnel,
- Interviews with Allied Universal Management,
- Evaluation of procedures, and controls over GPS EM devices,
- Testing all invoices for EM devices,
- Testing all invoices for security guard services.

Our audit objectives were to:

- Determine if Allied complied with employment requirements, including background screening, hiring standards, training and record retention for security guard services,
- Review transactions to determine if disbursements are in accordance with contracts, and
- Determine if performance measures for GPS EM devices are satisfied to ensure delivery of services.

Testing was performed on activities between May 2024 through April 2025, but the transactions and processes reviewed were not limited by the audit period.

Our audit was conducted in accordance with the *Global Internal Audit Standards* of The Institute of Internal Auditors and the *Principles and Standards for Offices of Inspector General* of the Association of Inspectors General. Accordingly, it included such tests of records and other auditing procedures as we considered necessary in the circumstances.

Results

Overall, we found that Court Services has maintained adequate controls over security guard services and EM device monitoring services provided by Allied Universal. For example, invoices for security guard services were calculated in accordance with contracted rates and consistently reviewed for accuracy.

Expectations of performance measures were reviewed in the contract for EM devices. Originally, EM devices were intended for non-violent, non-sexual offenders, unless otherwise ordered by the Judge. Over time, the scope of offenders monitored by Court Services has expanded. Also, under previous terms, devices were tracked passively, and information was recorded once per hour. Currently, devices are tracked actively, and violations are reported in real-time.

We reviewed a list of violations that occurred between May 2025, through April 2025. We performed walk through procedures of the following EM device alert types: strap alert, battery alert, and exclusion zones and noted the duration from violation time to clear time. Based on our review of violations by type, daily summary reports, and notes documented in Showcase, GPS EM devices appear to be satisfied to ensure delivery of services.

To test employment requirements such as background screening and hiring standards, we reviewed records for security guards on duty between May 2024 through April 2025. All invoiced security guards successfully passed drug screening prior to employment, and licensing requirements were met.

Observations described below may be opportunities to strengthen the county's commitment to providing excellent services to the community.

Observation #1

Additional charges were incurred because the electronic monitoring device periods did not agree to the actual number of monitoring days.

We compared invoices to the activations and deactivations report to determine if the period of electronic monitoring agreed to the number of days billed on invoices. Currently, EM devices are billed at $4.40 per day. Five different offenders were reported on the activations and deactivations report for a certain period, but the invoice was billed for an additional day. Division management stated that these offenders were in jail, which had poor GPS reception, or the battery was dead on the EM device. One offender absconded with a dead battery.

During normal procedures, devices are deactivated first, and then later unassigned. In the instances described above, devices were promptly deactivated, however, the devices were required to be manually unassigned by an Allied representative, commonly referred to as a "force out". Management is cautious about forcing EM devices out because, 1) during force out, certain

internal data is permanently erased that could be used to prove offender non-compliance, and 2) the deactivated devices must be returned to Allied to be reset, which temporarily reduces inventory. As a result of the current procedures, the Allied representative forced out EM devices which caused additional days to be billed and paid for by the County. Ideally, the monitoring period reported on invoices should agree to activation and deactivation dates.

Due to battery and reception issues, six different offenders were charged additional days after devices were deactivated. Although the amount is not significantly material, the effect of this issue is that additional charges were paid by the County for an inaccurate monitoring period.

Recommendation #1

We recommend management consider procedures to ensure that billing periods are agreed to electronic device monitoring periods.

Observation #2

Minimum training requirements for security guards are not established or monitored.

Allied provides security guard services to Polk County Court Services division under a piggyback agreement between Allied and State of Florida, Department of Management Services (DMS). We reviewed training records for 15 security guards who appeared on County Probation and Pre-Trial invoices between May 2024 through April 2025. All security guards had valid Class D security guard licenses issued by the Florida Department of Agriculture and Consumer Services. Of the 15 security guards, 3 were primarily assigned to Polk County Court Services. The remaining security guards were primarily assigned to other entities such as Polk County Sheriff's office and Hardee County Sheriff's office but were temporarily moved to Court Services for coverage.

One of our test criteria was to determine if mandatory security guard training requirements were satisfied. Training courses included annual Code of Ethics, Security Professional Training, Ethics and Conduct Training, and Search Techniques Training. Although some of the requirements are the same as those set forth in the contract with DMS, such as Ethics training, many of the other requirements vary and are unclear. During our review period, 2 security guards resigned, and 1 transferred to a different state. Record retention for the employee who transferred was not available. Records for the 2 employees who resigned were incomplete.

Out of the 15 security guards we tested, 3 appear to have fully met all security guard training requirements. None of these 3 guards were primarily assigned to Court Services. Security guards may not be aware of updated training techniques to prevent or minimize losses, safety hazards, and security incidents.

Recommendation #2

We recommend Court Services management coordinate with Allied to agree upon appropriate training and periodic monitoring of records for security guards billed to Polk County Court Services.

Action Plan

Observation	Management Response, Action Plan, and Person Responsible	Target Date
#1 – Additional charges were incurred because the electronic monitoring device periods did not agree to the actual number of monitoring days.	Going forward, Officers have been instructed when a unit is unassigned, if the unit's battery is dead, low, or in a location with poor GPS reception, Allied will be contacted to force out the unit, the same day the unit is unassigned. However, if the data for the unit is needed to show compliance or non-compliance the unit will not be forced out but attempts will be made to connect the unit to power or get it to a location that will allow for the reporting of the data and regular shutdown. Person responsible: All Electronic Monitoring Officers and Probation Officer II's	11/30/25
#2 – Minimum training requirements for security guards are not established or monitored.	Going forward, Court Services will coordinate with Allied Security to review their current training program and identify any additional courses needed for officers assigned to Court Services. We will request at minimum training in Ethics, Professional Standards and Search Techniques for all officers assigned to the Court Services division. Person responsible: LaShanda Salters	12/30/25

Agenda Item R.5. 11/18/2025

SUBJECT

SET HEARING: (LDCPAS-2025-16 Osprey Creek CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Development of Regional Impact (DRI) in the Rural Development Area (RDA) to Residential Low (RL-1) in the Utility Enclave Area (UEA) on 17.48 +/- acres located within the Rural Development Area (RDA). The suggested adoption hearing date is December 2, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located south and east of Marigold Avenue, north of County Road 542 (Lake Hatchineha Road), and west of Osceola County Line, east of Haines City, in Section 01, Township 28, Range 28. State law requires one Planning Commission hearing, which was held on November 5, 2025, with a recommendation for approval by a 7/0 vote.

RECOMMENDATION

Request Board set the adoption hearing date for December 2, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II
Land Development Division
863-534-7515
JohnathanSims@polk-county.net

Agenda Item R.6. 11/18/2025

SUBJECT

SET HEARING: (LDPD-2025-10/Level 4 Southern Storage Transitional Area District) for a Transitional Area District request for the expansion of an existing self- storage facility on approximately 9.40 +/- acres in the Residential Low-1 (RL-1) future land use designation located within the Urban Growth Area (UGA). The suggested hearing date is December 2, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located at 1410 Lanier Road, west and south of US Highway 98, north of Banana Road, east of Park Byrd Road, in Section 11, Township 27, Range 23. State law requires one Planning Commission hearing, which was held on November 5, 2025, with a recommendation for approval by a 7/0 vote.

RECOMMENDATION

Request Board set the hearing date for December 2, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance
Principal Planner
Land Development Division
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ivannance@polk-county.net

Agenda Item R.7. 11/18/2025

SUBJECT

SET HEARING: (LDCPAL-2025-9 ECX Comprehensive Text Amendment) to amend Section 2.131-R, Policy 2.131-RA4 for the US 98 Selected Area Plan (SAP). The suggested hearing dates are the first reading on December 2, 2025, at 9:15 a.m. and the adoption hearing date on January 20, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for an LDC text amendment to Section 2.131-R, Policy 2.131-RA4 for the US 98 Selected Area Plan (SAP) to allow over 30% of the Employment Center (ECX) to be commercial and personal services when approved by a Conditional Use. State law requires one Planning Commission hearing, which was held on November 5, 2025, with a recommendation for approval by a 6/1 vote.

RECOMMENDATION

Request Board set the first reading on December 2, 2025, at 9:15 a.m., and the adoption hearing date on January 20, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II
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863-534-7515
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Agenda Item R.8. 11/18/2025

SUBJECT

SET HEARING: (LDCT-2025-20 ECX LDC Text Amendment) to amend Chapter 4 Section 401.04 for the US 98 Selected Area Plan (SAP). The suggested hearing dates are for the first reading on December 2, 2025, at 9:15 a.m. and the adoption hearing on January 20, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for an LDC text amendment to Chapter 4 Section 401.04 for the US 98 Selected Area Plan (SAP) to allow over 30% retail and personal services in Employment Center (ECX) when approved by a Level 3 Conditional Use. State law requires one Planning Commission hearing, which was held on November 5, 2025, with a recommendation for approval by a 6/1 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.

RECOMMENDATION

Request Board set the first reading on December 2, 2025, at 9:15 a.m., and the adoption hearing on January 20, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II
Land Development Division
863-534-7515
JohnathanSims@polk-county.net

Agenda Item R.9. 11/18/2025

SUBJECT

SET HEARING: (LDCT-2025-18 Natural Encounters Amendment) to amend Appendix E Parcel Specific Comprehensive Plan Amendments with Conditions. The suggested hearing dates are for the first reading on December 2, 2025, at 9:15 a.m. and the adoption hearing date on December 16, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for an LDC text amendment to Appendix E Parcel Specific Comprehensive Plan Amendments with Conditions to add standards for development on property subject to LDCPAS-2025-26. State law requires one Planning Commission hearing, which was held on November 5, 2025, 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.

RECOMMENDATION

Request Board set the first reading on December 2, 2025, at 9:15 a.m., and the adoption hearing date on December 16, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II
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863-534-7515
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Agenda Item R.10. 11/18/2025

SUBJECT

SET HEARING: (LDCT-2025-19 Berkley & Braddock Text Amendment) to amend Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions. The suggested hearing dates are for the first reading on December 2, 2025, at 9:15 a.m. and the adoption hearing on December 16, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for an LDC text amendment to Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions limiting allowable uses within the NAC, providing for development block and increased buffering requirements on property subject to LDCPAS-2025-25. State law requires one Planning Commission hearing, which was held on November 5, 2025, with a recommendation for approval by a 6/1 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.

RECOMMENDATION

Request Board set the first reading on December 2, 2025, at 9:15 a.m., and the adoption hearing on December 16, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III
Land Development Division
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Agenda Item R.11. 11/18/2025

SUBJECT

SET HEARING: (LDCT-2025-22 Recovery Residences Text Amendment) to amend the use tables in Chapter 2, Chapter 4, Chapter 5 and Chapter 10. The suggested hearing dates are for the first reading on December 2, 2025, at 9:15 a.m. and the adoption hearing on December 16, 2025, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request for an LDC text amendment to the use tables in Chapter 2, Chapter 4, and Chapter 5 to add large group homes into residential future land use districts, amending Chapter 10, definitions, to add recovery residences to conform with state statute. State law requires one Planning Commission hearing, which was held on November 5, 2025, with a recommendation for approval by a 6/0 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.

RECOMMENDATION

Request Board set the first reading on December 2, 2025, at 9:15 a.m., and the adoption hearing on December 16, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Aleya Inglima, Planner II
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Agenda Item R.12. 11/18/2025

SUBJECT

Adopt resolution to amend the FY 24/25 budget for required Governmental GASB 87 and GASB 96 capital outlay adjustments. Accounting adjustments only. (No fiscal impact)

DESCRIPTION

Polk County follows the accounting requirements of the Governmental Accounting Standards Board (GASB). In accordance with these standards, Statement No. 87 (GASB 87), Leases, was implemented in FY 21/22. Statement No. 96 (GASB 96), Subscription-Based Information Technology Arrangements (SBITAs), was implemented in FY 22/23.

GASB 87 statement requirements:

1. Lessees must establish a right-to-use lease asset, offset by a lease liability, for the present value of the future minimum lease payments. The right-to-use asset is then amortized over the lease term. The monthly lease payments are reclassified as principal (reduction of lease liability) and interest. Accounting adjustments must be made to reclassify lease expenses as debt service principal and interest. To meet this requirement, the Budget and Management Services Division has prepared administrative budget amendments for County Management's approval across all funds per amendment policies.

2. GASB 87 applies to new leases with a start date of 10/1/2021 and after. Lessees must record capital outlay expenditures offset by 'other financing sources' revenue for the present value of the future minimum lease payments. Due to the requirement to budget for both revenue and capital expense, an amendment across all affected funds is required. The total GASB 87 capital expenditures recorded (offset by a credit to other financing sources) in FY 24/25 is $768,989. The largest contributing lease is with Lakeland Town Center valued at $346,973.

GASB 96 statement requirements:

1. GASB 96 requires the capitalization of Software Subscription Licenses, a termed contract that conveys control of the right to use another party's information technology (IT) software for a period of more than 12 months. The contracted SBITA is offset by a lease liability for the present value of the future payments. The right-to-use subscription license agreement is then amortized over the contract term. The payments are reclassified as principal (reduction of subscription liability) and interest. Accounting adjustments must be made to reclassify subscription license expenses as debt service principal and interest. To meet this requirement, the Budget and Management Services Division has prepared administrative budget amendments for County Management's approval across all funds per

amendment policies.

2. GASB 96 also sets forth requirements for new Subscription-Based IT Arrangements with a start date of 10/1/2022 and after (the effective date for GASB 96). Qualified IT subscriptions with third-party providers must be recorded as capital outlay expenditures offset by 'other financing sources' revenue for the present value of the future minimum lease payments. Consequently, amendments to the FY 24/25 budget for both revenue and capital expenses across all affected funds are required. The total GASB 96 (SBITA) capital expenditures recorded (offset by a credit to other financing sources) in FY 24/25 is $700,382. The largest contributing subscription is for the SaaS agreement with Trimble for Agile Assets Inc. incurred by the Roads and Drainage Division, valued at $301,221, followed by the SaaS Agreement with Lexis Nexis for Courts Administration at $136,746.

RECOMMENDATION

Request Board adopt Resolution to amend the FY 24/25 budget for required GASB 87 and GASB 96 capital outlay adjustments

FISCAL IMPACT

Upon adoption of the resolution, the FY 24/25 Budget will be amended across all affected funds to meet the required regulation.

CONTACT INFORMATION

Tanra-Lee Milson

Comptroller Division

863-534-6598

Christia Johnson, Director

Budget and Management Services Division

863-534-5985

Sum of net fund	COST_CENTER_SEGMENT	GL 5344035	5344036
101	100512014	$ (1,530.12)	
	150512018	$ (1,773.96)	
	160512012	$ (5,396.22)	
	220537010	$ (8,412.24)	
	230564900	$ (6,178.80)	
	250523020	$ (1,173.12)	
	250523040	$ (1,031.47)	$ (19,500.00)
	260553000	$ (1,259.40)	
	260562040	$ (2,346.24)	
	270527010	$ (17,892.91)	
	280526000	$ (967.08)	
	280526001	$ (104,726.88)	$ (39,268.55)
	280526004	$ (1,773.96)	
	300564857	$ (527.88)	
	350571998	$ (1,980.23)	$ (19,500.00)
	370512011	$ (1,832.40)	$ (98,173.36)
	380513064		$ (72,000.00)
	380513065	$ (1,782.36)	
	380513066	$ (1,621.92)	
	390513092	$ (3,517.31)	$ (36,639.40)
	400513046	$ (928.92)	
	400513047	$ (1,174.44)	
	400513048	$ (290.28)	
	400513053	$ (1,538.69)	
	440515000	$ (5,911.80)	
	450524030	$ (3,977.40)	
	490515001	$ (1,828.05)	$ (65,241.52)
	530125005	$ (467,880.00)	
	540541055	$ (1,431.12)	
	560125007	$ (2,527.56)	
	560125008	$ (2,527.56)	
	560537030	$ (1,071.96)	
	560537054	$ (2,186.52)	
	560562050	$ (1,071.96)	
	570519039	$ (412,154.55)	
	570519049	$ (13,631.48)	$ (88,514.00)
	930516019		$ (215,567.41)
	930516020	$ (21,178.99)	
	930516050		$ (50,104.00)
	940516044	$ (48,335.78)	$ (35,893.00)
	950516042		$ (7,524.00)
	980521010	$ (208,293.36)	
	10511010	$ (1,782.36)	
	80514010	$ (2,225.28)	
	90512010	$ (3,564.72)	

101 Total			**$**	**(1,371,237.28)**	**$**	**(747,925.24)**
150		910519010	$	(12,631.44)		
150 Total			**$**	**(12,631.44)**		
161		990513010			$	(21,371.70)
161 Total					**$**	**(21,371.70)**
10103		530541067	$	(7,775.90)		
10103 Total			**$**	**(7,775.90)**		
10240		340553032	$	(6,257.62)		
10240 Total			**$**	**(6,257.62)**		
12161		130552011	$	(3,490.80)		
		130552034	$	(1,218.96)		
12161 Total			**$**	**(4,709.76)**		
12191		290522010	$	(2,741.04)	$	(31,168.55)
		290522012	$	(48,654.72)	$	(8,100.00)
		290522016	$	(853.92)		
		290522019	$	(2,725.56)	$	(10,263.80)
12191 Total			**$**	**(54,975.24)**	**$**	**(49,532.35)**
12244		350571101			$	(101,213.48)
12244 Total					**$**	**(101,213.48)**
14351		300529114	$	(853.92)		
14351 Total			**$**	**(853.92)**		
14371		300539115	$	(527.88)		
14371 Total			**$**	**(527.88)**		
14391		300525117	$	(46,098.78)		
14391 Total			**$**	**(46,098.78)**		
14491		260561039	$	(8,173.64)		
		260562020	$	(1,992.14)		
		260562021			$	(10,500.00)
		260567083	$	(4,296.96)		
14491 Total			**$**	**(14,462.74)**	**$**	**(10,500.00)**
14932		350151001	$	(1,939.00)	$	(23,255.08)
		350572116	$	(3,351.00)		
14932 Total			**$**	**(5,290.00)**	**$**	**(23,255.08)**
14971		520541052	$	(4,133.08)		
		540541034	$	(2,280.32)		
		540541037	$	(1,521.60)		
		540541039	$	(2,137.80)		
		540541056	$	(2,836.51)		
		540541095			$	(284,686.70)
14971 Total			**$**	**(12,909.31)**	**$**	**(284,686.70)**
15011		560537041	$	(1,773.96)	$	(95,000.00)
15011 Total			**$**	**(1,773.96)**	**$**	**(95,000.00)**
15312		450524020	$	(5,976.00)	$	(421,948.88)
15312 Total			**$**	**(5,976.00)**	**$**	**(421,948.88)**
(blank)	(blank)					
(blank) Total						
Grand Total			**$**	**(1,545,479.83)**	**$**	**(1,755,433.43)**

5771020	5772020	3890010	5662050	5771021
$ 1,338.78	$ 184.24			
$ 1,430.41	$ 337.89			
$ 4,711.10	$ 697.19	$ (12,592.15)	$ 12,592.15	
$ 7,930.02	$ 447.20			
$ 4,707.15	$ 1,451.57			
$ 919.60	$ 251.39			
$ 1,003.05	$ 28.42			$ 16,453.05
$ 946.18	$ 309.69			
$ 1,839.20	$ 503.20			
$ 16,039.14	$ 1,390.33			
$ 751.11	$ 232.32	$ (3,322.96)	$ 3,322.96	
$ 95,919.72	$ 8,159.37			$ 34,547.36
$ 1,579.84	$ 185.74			
$ 459.84	$ 65.59			
$ 1,565.76	$ 422.85	$ (11,768.71)	$ 11,768.71	$ 19,500.00
$ 1,602.70	$ 221.21			$ 91,726.57
				$ 65,020.33
$ 1,673.68	$ 107.65			
$ 1,397.46	$ 217.06			
$ 3,386.49	$ 188.23	$ (15,569.56)	$ 15,569.56	$ 36,639.40
$ 857.02	$ 68.12			
$ 1,088.54	$ 81.10			
$ 267.83	$ 21.28			
$ 1,213.91	$ 328.19	$ (5,161.91)	$ 5,161.91	
$ 5,044.38	$ 846.27			
$ 3,479.99	$ 478.94			
$ 1,462.99	$ 373.53	$ (15,210.70)	$ 15,210.70	$ 61,314.25
$ 422,513.14	$ 43,134.48			
$ 1,212.82	$ 210.10			
$ 1,926.19	$ 1,978.60	$ (25,668.37)	$ 25,668.37	
$ 1,926.19	$ 1,978.60	$ (25,668.37)	$ 25,668.37	
$ 834.55	$ 236.83			
$ 1,713.92	$ 467.02			
$ 828.52	$ 239.38			
$ 169,346.96	$ 243,719.27	$ (346,972.80)	$ 346,972.80	
$ 12,161.15	$ 1,493.14	$ (11,963.44)	$ 11,963.44	$ 81,542.95
				$ 186,731.93
$ 17,880.52	$ 3,449.76	$ (58,296.75)	$ 58,296.75	
				$ 41,595.68
$ 43,532.57	$ 4,668.79	$ (22,229.95)	$ 22,229.95	$ 30,285.09
				$ 7,068.01
$ 169,117.17	$ 38,034.06			
$ 1,561.17	$ 212.94			
$ 1,885.36	$ 333.77			
$ 3,058.80	$ 487.54			

$ 1,012,114.92	**$ 358,242.85**	**$ (554,425.67)**	**$ 554,425.67**	**$ 672,424.62**
$ 9,225.68	$ 3,390.55			
$ 9,225.68	**$ 3,390.55**			
				$ 18,032.60
				$ 18,032.60
$ 6,050.96	$ 1,847.45	$ (28,833.07)	$ 28,833.07	
$ 6,050.96	**$ 1,847.45**	**$ (28,833.07)**	**$ 28,833.07**	
$ 5,801.94	$ 443.34			
$ 5,801.94	**$ 443.34**			
$ 2,660.06	$ 823.93			
$ 1,066.34	$ 146.97			
$ 3,726.40	**$ 970.90**			
$ 2,376.35	$ 373.87	$ (3,322.96)	$ 3,322.96	$ 27,323.41
$ 39,512.28	$ 9,722.93	$ (114,316.54)	$ 114,316.54	$ 7,223.95
$ 768.64	$ 81.19			
$ 2,426.55	$ 286.13			$ 8,898.26
$ 45,083.82	**$ 10,464.12**	**$ (117,639.50)**	**$ 117,639.50**	**$ 43,445.62**
				$ 43,402.85
				$ 43,402.85
$ 768.64	$ 81.19			
$ 768.64	**$ 81.19**			
$ 459.84	$ 65.59			
$ 459.84	**$ 65.59**			
$ 44,551.32	$ 1,400.31			
$ 44,551.32	**$ 1,400.31**			
$ 6,785.04	$ 1,511.23	$ (30,164.65)	$ 30,164.65	
$ 1,880.58	$ 131.70	$ (7,445.02)	$ 7,445.02	
				$ 9,937.78
$ 4,067.17	$ 211.85			
$ 12,732.79	**$ 1,854.78**	**$ (37,609.67)**	**$ 37,609.67**	**$ 9,937.78**
$ 1,583.18	$ 357.67	$ (5,784.23)	$ 5,784.23	$ 21,714.80
$ 2,571.90	$ 765.33			
$ 4,155.08	**$ 1,123.00**	**$ (5,784.23)**	**$ 5,784.23**	**$ 21,714.80**
$ 3,393.19	$ 751.78	$ (6,059.93)	$ 6,059.93	
$ 1,938.23	$ 363.04	$ (5,917.65)	$ 5,917.65	
$ 1,348.57	$ 165.88			
$ 1,779.53	$ 362.89	$ (5,988.60)	$ 5,988.60	
$ 2,345.26	$ 499.69	$ (6,721.24)	$ 6,721.24	
				$ 257,642.98
$ 10,804.78	**$ 2,143.28**	**$ (24,687.42)**	**$ 24,687.42**	**$ 257,642.98**
$ 1,371.04	$ 396.84			
$ 1,371.04	**$ 396.84**			
$ 4,912.59	$ 1,054.96			$ 394,977.72
$ 4,912.59	**$ 1,054.96**			**$ 394,977.72**
$ 1,161,759.80	**$ 383,479.16**	**$ (768,979.56)**	**$ 768,979.56**	**$ 1,461,578.97**

5772021	3890011	5668021 (blank)	Grand Total
			$ (7.10)
			$ (5.66)
			$ 12.07
			$ (35.02)
			$ (20.08)
			$ (2.13)
$ 1,679.28			$ (1,367.67)
			$ (3.53)
			$ (3.84)
			$ (463.44)
			$ 16.35
$ 2,579.50	$ (5,405.92)	$ 5,405.92	$ (2,789.48)
			$ (8.38)
			$ (2.45)
$ 161.54	$ (47,049.82)	$ 47,049.82	$ 169.92
$ 1,316.83	$ (52,992.33)	$ 52,992.33	$ (5,138.45)
$ 6,540.56			$ (439.11)
			$ (1.03)
			$ (7.40)
$ 325.66	$ (102,558.58)	$ 102,558.58	$ 383.07
			$ (3.78)
			$ (4.80)
			$ (1.17)
			$ 3.41
			$ (21.15)
			$ (18.47)
$ 2,677.75	$ (17,991.72)	$ 17,991.72	$ (1,241.05)
			$ (2,232.38)
			$ (8.20)
			$ 1,377.23
			$ 1,377.23
			$ (0.58)
			$ (5.58)
			$ (4.06)
			$ 911.68
$ 4,440.12			$ (2,508.12)
$ 17,411.08	$ (31,008.01)	$ 31,008.01	$ (11,424.40)
			$ 151.29
$ 9,113.12	$ (136,745.49)	$ 136,745.49	$ 604.80
$ 3,386.10			$ (2,356.23)
$ 1.29			$ (454.70)
			$ (1,142.13)
			$ (8.25)
			$ (6.15)
			$ (18.38)

$ 49,632.83	**$ (393,751.87)**	**$ 393,751.87**	**$ (26,747.30)**
			$ (15.21)
			$ (15.21)
$ 2,016.18			$ (1,322.92)
$ 2,016.18			**$ (1,322.92)**
			$ 122.51
			$ 122.51
			$ (12.34)
			$ (12.34)
			$ (6.81)
			$ (5.65)
			$ (12.46)
$ 1,844.00			$ (1,991.96)
$ 735.50	$ (5,405.92)	$ 5,405.92	$ 439.94
			$ (4.09)
$ 1,057.07			$ (321.35)
$ 3,636.57	**$ (5,405.92)**	**$ 5,405.92**	**$ (1,877.46)**
$ 54,487.08			$ (3,323.55)
$ 54,487.08			**$ (3,323.55)**
			$ (4.09)
			$ (4.09)
			$ (2.45)
			$ (2.45)
			$ (147.15)
			$ (147.15)
			$ 122.63
			$ 20.14
$ 193.95			$ (368.27)
			$ (17.94)
$ 193.95			**$ (243.44)**
$ 794.81			$ (743.62)
			$ (13.77)
$ 794.81			**$ (757.39)**
			$ 11.89
			$ 20.95
			$ (7.15)
			$ 4.62
			$ 8.44
$ 24,589.10	$ (301,220.27)	$ 301,220.27	$ (2,454.62)
$ 24,589.10	**$ (301,220.27)**	**$ 301,220.27**	**$ (2,415.87)**
			$ (95,006.08)
			$ (95,006.08)
$ 19,513.68			$ (7,465.93)
$ 19,513.68			**$ (7,465.93)**
$ 154,864.20	**$ (700,378.06)**	**$ 700,378.06**	**$ (139,231.13)**

P_RESP_A	P_LEDGER_ID	P_COA_ID	P_LEGAL_	P_PERIOD	P_EFFECT	P_PERIOD	P_GL_DAT
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	3E+14	3001		25-Sep	20250012	25-Sep	
	3E+14	3001		25-Sep	20250012	25-Sep	
	3E+14	3001		25-Sep	20250012	25-Sep	
	3E+14	3001		25-Sep	20250012	25-Sep	
	3E+14	3001		25-Sep	20250012	25-Sep	
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	3E+14	3001		25-Sep	20250012	25-Sep	
	3E+14	3001		25-Sep	20250012	25-Sep	
	3E+14	3001		25-Sep	20250012	25-Sep	
	3E+14	3001		25-Sep	20250012	25-Sep	
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	3E+14	3001		25-Sep	20250012	25-Sep	
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	3E+14	3001		25-Sep	20250012	25-Sep	
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P_GL_DA	P_BALAN	P_BALAN	P_BALAN	P_BALAN	P_INCLUD	P_INCLUD	P_INCLUD	P_INCLUD
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P_INCLUD	P_CUSTO	P_CUSTO	P_CUSTO	P_CUSTO	P_CUSTO	P_CUSTO	P_CUSTO	P_CUSTO
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P_CUSTO	P_CUSTO	P_CUSTO	P_CUSTO	P_ACCT_\	P_BAL_SE	P_ACCT_S	P_LONG_I	P_INCLUD
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P_ENCUM	P_DOC_S	P_FLEX_F	LEDGER_	LEDGER_	LEDGER_	LEDGER_	LEDGER_	BALANCE_
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	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
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	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A
	3E+14	3E+14	3E+14	Polk Count	Polk Count	USD		A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A
3E+14	3E+14	3E+14	Polk Count	Polk Count	USD	A

BALANCE_	CODE_CC	ACCOUNT	CODE_CC	PERIOD_Y	PERIOD_N	PERIOD_N	PERIOD_S	PERIOD_E
Actual	3E+14	00101.010	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.010	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.010	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.080	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.080	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.080	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.090	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.090	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.090	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.100	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.100	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.100	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.150	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.150	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.150	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.160	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.160	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.160	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.160	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.160	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.220	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.220	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	00101.220	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.230	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.230	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.230	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.250	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.250	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.250	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.250	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.250	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.250	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.250	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.250	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.250	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.260	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.260	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.260	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.260	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.260	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.260	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.270	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.270	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.270	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.280	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.300	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.300	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.300	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.350	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.350	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.350	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	00101.350	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.350	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.350	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.350	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.350	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.350	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.350	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.370	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.370	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.370	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.370	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.370	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.370	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.370	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.370	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.380	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.380	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.380	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.380	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.380	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.380	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.380	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	00101.380	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.380	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.390	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.390	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.390	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.390	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.390	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.390	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.390	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.390	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.390	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.390	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.400	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.440	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.440	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.440	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.450	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.450	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.450	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.490	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.490	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.490	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.490	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.490	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.490	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.490	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.490	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.530	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.530	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	00101.530	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.540	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.540	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.540	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	00101.560	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.570	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.930	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.940	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.940	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.940	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.940	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.940	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.940	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.940	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.940	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.950	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.950	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.950	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.980	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.980	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00101.980	General Fu	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	00150.910	Supervisor	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00150.910	Supervisor	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00150.910	Supervisor	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00161.990	Value Adju	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00161.990	Value Adju	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	00161.990	Value Adju	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	10103.530	1st Local C	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	10103.530	1st Local C	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	10103.530	1st Local C	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	10103.530	1st Local C	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	10103.530	1st Local C	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	10240.340	Sp Rev Gr	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	10240.340	Sp Rev Gr	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	10240.340	Sp Rev Gr	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12161.130	Tourism Ta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12161.130	Tourism Ta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12161.130	Tourism Ta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12161.130	Tourism Ta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12161.130	Tourism Ta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12161.130	Tourism Ta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12191.290	Fire Rescu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12244.350	Library Imp	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12244.350	Library Imp	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	12244.350	Library Imp	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14351.300	Emergency	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14351.300	Emergency	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14351.300	Emergency	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14371.300	Hazardous	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14371.300	Hazardous	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14371.300	Hazardous	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14391.300	Radio Com	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14391.300	Radio Com	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14391.300	Radio Com	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14491.260	Indigent He	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14932.350	Leisure Se	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14932.350	Leisure Se	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14932.350	Leisure Se	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14932.350	Leisure Se	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14932.350	Leisure Se	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14932.350	Leisure Se	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14932.350	Leisure Se	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14932.350	Leisure Se	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14932.350	Leisure Se	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14932.350	Leisure Se	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.520	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.520	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	14971.520	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.520	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.520	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025

Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	14971.540	Transporta	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	15011.560	Land Mgm	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	15011.560	Land Mgm	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	15011.560	Land Mgm	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	15011.560	Land Mgm	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	15312.450	Building Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	15312.450	Building Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	15312.450	Building Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	15312.450	Building Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	15312.450	Building Fu	2025	12	25-Sep	9/1/2025	9/30/2025
Actual	3E+14	15312.450	Building Fu	2025	12	25-Sep	9/1/2025	9/30/2025

BEGIN_BA	BEGIN_BA	PERIOD_N	PERIOD_N	CONTROL	fund	GL	COST_CE	BALANCIN
0	0	0	1782.36	N	101	5344035	10511010	General Fu
0	0	1561.17	0	N	101	5771020	10511010	General Fu
0	0	212.94	0	N	101	5772020	10511010	General Fu
0	0	0	2225.28	N	101	5344035	80514010	General Fu
0	0	1885.36	0	N	101	5771020	80514010	General Fu
0	0	333.77	0	N	101	5772020	80514010	General Fu
0	0	0	3564.72	N	101	5344035	90512010	General Fu
0	0	3058.8	0	N	101	5771020	90512010	General Fu
0	0	487.54	0	N	101	5772020	90512010	General Fu
0	0	0	1530.12	N	101	5344035	1.01E+08	General Fu
0	0	1338.78	0	N	101	5771020	1.01E+08	General Fu
0	0	184.24	0	N	101	5772020	1.01E+08	General Fu
0	0	0	1773.96	N	101	5344035	1.51E+08	General Fu
0	0	1430.41	0	N	101	5771020	1.51E+08	General Fu
0	0	337.89	0	N	101	5772020	1.51E+08	General Fu
0	0	0	12592.15	N	101	3890010	1.61E+08	General Fu
0	0	0	5396.22	N	101	5344035	1.61E+08	General Fu
0	0	12592.15	0	N	101	5662050	1.61E+08	General Fu
0	0	4711.1	0	N	101	5771020	1.61E+08	General Fu
0	0	697.19	0	N	101	5772020	1.61E+08	General Fu
0	0	0	8412.24	N	101	5344035	2.21E+08	General Fu
0	0	7930.02	0	N	101	5771020	2.21E+08	General Fu

0	0	447.2	0	N	101	5772020	2.21E+08	General Fu
0	0	0	6178.8	N	101	5344035	2.31E+08	General Fu
0	0	4707.15	0	N	101	5771020	2.31E+08	General Fu
0	0	1451.57	0	N	101	5772020	2.31E+08	General Fu
0	0	0	1173.12	N	101	5344035	2.51E+08	General Fu
0	0	919.6	0	N	101	5771020	2.51E+08	General Fu
0	0	251.39	0	N	101	5772020	2.51E+08	General Fu
0	0	0	1031.47	N	101	5344035	2.51E+08	General Fu
0	0	0	19500	N	101	5344036	2.51E+08	General Fu
0	0	1003.05	0	N	101	5771020	2.51E+08	General Fu
0	0	16453.05	0	N	101	5771021	2.51E+08	General Fu
0	0	28.42	0	N	101	5772020	2.51E+08	General Fu
0	0	1679.28	0	N	101	5772021	2.51E+08	General Fu
0	0	0	1259.4	N	101	5344035	2.61E+08	General Fu
0	0	946.18	0	N	101	5771020	2.61E+08	General Fu
0	0	309.69	0	N	101	5772020	2.61E+08	General Fu
0	0	0	2346.24	N	101	5344035	2.61E+08	General Fu
0	0	1839.2	0	N	101	5771020	2.61E+08	General Fu
0	0	503.2	0	N	101	5772020	2.61E+08	General Fu
0	0	0	17892.91	N	101	5344035	2.71E+08	General Fu
0	0	16039.14	0	N	101	5771020	2.71E+08	General Fu
0	0	1390.33	0	N	101	5772020	2.71E+08	General Fu

0	0	0	3322.96	N	101	3890010	2.81E+08	General Fu
0	0	0	967.08	N	101	5344035	2.81E+08	General Fu
0	0	3322.96	0	N	101	5662050	2.81E+08	General Fu
0	0	751.11	0	N	101	5771020	2.81E+08	General Fu
0	0	232.32	0	N	101	5772020	2.81E+08	General Fu
0	0	0	5405.92	N	101	3890011	2.81E+08	General Fu
0	0	0	104726.9	N	101	5344035	2.81E+08	General Fu
0	0	0	39268.55	N	101	5344036	2.81E+08	General Fu
0	0	5405.92	0	N	101	5668021	2.81E+08	General Fu
0	0	95919.72	0	N	101	5771020	2.81E+08	General Fu
0	0	34547.36	0	N	101	5771021	2.81E+08	General Fu
0	0	8159.37	0	N	101	5772020	2.81E+08	General Fu
0	0	2579.5	0	N	101	5772021	2.81E+08	General Fu
0	0	0	1773.96	N	101	5344035	2.81E+08	General Fu
0	0	1579.84	0	N	101	5771020	2.81E+08	General Fu
0	0	185.74	0	N	101	5772020	2.81E+08	General Fu
0	0	0	527.88	N	101	5344035	3.01E+08	General Fu
0	0	459.84	0	N	101	5771020	3.01E+08	General Fu
0	0	65.59	0	N	101	5772020	3.01E+08	General Fu
0	0	0	11768.71	N	101	3890010	3.51E+08	General Fu
0	0	0	47049.82	N	101	3890011	3.51E+08	General Fu
0	0	0	1980.23	N	101	5344035	3.51E+08	General Fu

0	0	0	19500	N	101	5344036	3.51E+08	General Fu
0	0	11768.71	0	N	101	5662050	3.51E+08	General Fu
0	0	47049.82	0	N	101	5668021	3.51E+08	General Fu
0	0	1565.76	0	N	101	5771020	3.51E+08	General Fu
0	0	19500	0	N	101	5771021	3.51E+08	General Fu
0	0	422.85	0	N	101	5772020	3.51E+08	General Fu
0	0	161.54	0	N	101	5772021	3.51E+08	General Fu
0	0	0	52992.33	N	101	3890011	3.71E+08	General Fu
0	0	0	1832.4	N	101	5344035	3.71E+08	General Fu
0	0	0	98173.36	N	101	5344036	3.71E+08	General Fu
0	0	52992.33	0	N	101	5668021	3.71E+08	General Fu
0	0	1602.7	0	N	101	5771020	3.71E+08	General Fu
0	0	91726.57	0	N	101	5771021	3.71E+08	General Fu
0	0	221.21	0	N	101	5772020	3.71E+08	General Fu
0	0	1316.83	0	N	101	5772021	3.71E+08	General Fu
0	0	0	72000	N	101	5344036	3.81E+08	General Fu
0	0	65020.33	0	N	101	5771021	3.81E+08	General Fu
0	0	6540.56	0	N	101	5772021	3.81E+08	General Fu
0	0	0	1782.36	N	101	5344035	3.81E+08	General Fu
0	0	1673.68	0	N	101	5771020	3.81E+08	General Fu
0	0	107.65	0	N	101	5772020	3.81E+08	General Fu
0	0	0	1621.92	N	101	5344035	3.81E+08	General Fu

0	0	1397.46	0	N	101	5771020	3.81E+08	General Fu
0	0	217.06	0	N	101	5772020	3.81E+08	General Fu
0	0	0	15569.56	N	101	3890010	3.91E+08	General Fu
0	0	0	102558.6	N	101	3890011	3.91E+08	General Fu
0	0	0	3517.31	N	101	5344035	3.91E+08	General Fu
0	0	0	36639.4	N	101	5344036	3.91E+08	General Fu
0	0	15569.56	0	N	101	5662050	3.91E+08	General Fu
0	0	102558.6	0	N	101	5668021	3.91E+08	General Fu
0	0	3386.49	0	N	101	5771020	3.91E+08	General Fu
0	0	36639.4	0	N	101	5771021	3.91E+08	General Fu
0	0	188.23	0	N	101	5772020	3.91E+08	General Fu
0	0	325.66	0	N	101	5772021	3.91E+08	General Fu
0	0	0	928.92	N	101	5344035	4.01E+08	General Fu
0	0	857.02	0	N	101	5771020	4.01E+08	General Fu
0	0	68.12	0	N	101	5772020	4.01E+08	General Fu
0	0	0	1174.44	N	101	5344035	4.01E+08	General Fu
0	0	1088.54	0	N	101	5771020	4.01E+08	General Fu
0	0	81.1	0	N	101	5772020	4.01E+08	General Fu
0	0	0	290.28	N	101	5344035	4.01E+08	General Fu
0	0	267.83	0	N	101	5771020	4.01E+08	General Fu
0	0	21.28	0	N	101	5772020	4.01E+08	General Fu
0	0	0	5161.91	N	101	3890010	4.01E+08	General Fu

0	0	0	1538.69	N	101	5344035	4.01E+08	General Fu
0	0	5161.91	0	N	101	5662050	4.01E+08	General Fu
0	0	1213.91	0	N	101	5771020	4.01E+08	General Fu
0	0	328.19	0	N	101	5772020	4.01E+08	General Fu
0	0	0	5911.8	N	101	5344035	4.41E+08	General Fu
0	0	5044.38	0	N	101	5771020	4.41E+08	General Fu
0	0	846.27	0	N	101	5772020	4.41E+08	General Fu
0	0	0	3977.4	N	101	5344035	4.51E+08	General Fu
0	0	3479.99	0	N	101	5771020	4.51E+08	General Fu
0	0	478.94	0	N	101	5772020	4.51E+08	General Fu
0	0	0	15210.7	N	101	3890010	4.91E+08	General Fu
0	0	0	17991.72	N	101	3890011	4.91E+08	General Fu
0	0	0	1828.05	N	101	5344035	4.91E+08	General Fu
0	0	0	65241.52	N	101	5344036	4.91E+08	General Fu
0	0	15210.7	0	N	101	5662050	4.91E+08	General Fu
0	0	17991.72	0	N	101	5668021	4.91E+08	General Fu
0	0	1462.99	0	N	101	5771020	4.91E+08	General Fu
0	0	61314.25	0	N	101	5771021	4.91E+08	General Fu
0	0	373.53	0	N	101	5772020	4.91E+08	General Fu
0	0	2677.75	0	N	101	5772021	4.91E+08	General Fu
0	0	0	467880	N	101	5344035	5.3E+08	General Fu
0	0	422513.1	0	N	101	5771020	5.3E+08	General Fu

0	0	43134.48	0	N		101	5772020	5.3E+08	General Fu
0	0	0	1431.12	N		101	5344035	5.41E+08	General Fu
0	0	1212.82	0	N		101	5771020	5.41E+08	General Fu
0	0	210.1	0	N		101	5772020	5.41E+08	General Fu
0	0	0	25668.37	N		101	3890010	5.6E+08	General Fu
0	0	0	2527.56	N		101	5344035	5.6E+08	General Fu
0	0	25668.37	0	N		101	5662050	5.6E+08	General Fu
0	0	1926.19	0	N		101	5771020	5.6E+08	General Fu
0	0	1978.6	0	N		101	5772020	5.6E+08	General Fu
0	0	0	25668.37	N		101	3890010	5.6E+08	General Fu
0	0	0	2527.56	N		101	5344035	5.6E+08	General Fu
0	0	25668.37	0	N		101	5662050	5.6E+08	General Fu
0	0	1926.19	0	N		101	5771020	5.6E+08	General Fu
0	0	1978.6	0	N		101	5772020	5.6E+08	General Fu
0	0	0	1071.96	N		101	5344035	5.61E+08	General Fu
0	0	834.55	0	N		101	5771020	5.61E+08	General Fu
0	0	236.83	0	N		101	5772020	5.61E+08	General Fu
0	0	0	2186.52	N		101	5344035	5.61E+08	General Fu
0	0	1713.92	0	N		101	5771020	5.61E+08	General Fu
0	0	467.02	0	N		101	5772020	5.61E+08	General Fu
0	0	0	1071.96	N		101	5344035	5.61E+08	General Fu
0	0	828.52	0	N		101	5771020	5.61E+08	General Fu

0	0	239.38	0	N	101	5772020	5.61E+08	General Fu
0	0	0	346972.8	N	101	3890010	5.71E+08	General Fu
0	0	0	412154.6	N	101	5344035	5.71E+08	General Fu
0	0	346972.8	0	N	101	5662050	5.71E+08	General Fu
0	0	169347	0	N	101	5771020	5.71E+08	General Fu
0	0	243719.3	0	N	101	5772020	5.71E+08	General Fu
0	0	0	11963.44	N	101	3890010	5.71E+08	General Fu
0	0	0	13631.48	N	101	5344035	5.71E+08	General Fu
0	0	0	88514	N	101	5344036	5.71E+08	General Fu
0	0	11963.44	0	N	101	5662050	5.71E+08	General Fu
0	0	12161.15	0	N	101	5771020	5.71E+08	General Fu
0	0	81542.95	0	N	101	5771021	5.71E+08	General Fu
0	0	1493.14	0	N	101	5772020	5.71E+08	General Fu
0	0	4440.12	0	N	101	5772021	5.71E+08	General Fu
0	0	0	31008.01	N	101	3890011	9.31E+08	General Fu
0	0	0	215567.4	N	101	5344036	9.31E+08	General Fu
0	0	31008.01	0	N	101	5668021	9.31E+08	General Fu
0	0	186731.9	0	N	101	5771021	9.31E+08	General Fu
0	0	17411.08	0	N	101	5772021	9.31E+08	General Fu
0	0	0	58296.75	N	101	3890010	9.31E+08	General Fu
0	0	0	21178.99	N	101	5344035	9.31E+08	General Fu
0	0	58296.75	0	N	101	5662050	9.31E+08	General Fu

0	0	17880.52	0	N	101	5771020	9.31E+08	General Fu
0	0	3449.76	0	N	101	5772020	9.31E+08	General Fu
0	0	3449.76	0	N	101	5772020	9.31E+08	General Fu
0	0	0	136745.5	N	101	3890011	9.31E+08	General Fu
0	0	0	50104	N	101	5344036	9.31E+08	General Fu
0	0	136745.5	0	N	101	5668021	9.31E+08	General Fu
0	0	41595.68	0	N	101	5771021	9.31E+08	General Fu
0	0	9113.12	0	N	101	5772021	9.31E+08	General Fu
0	0	0	22229.95	N	101	3890010	9.41E+08	General Fu
0	0	0	48335.78	N	101	5344035	9.41E+08	General Fu
0	0	0	35893	N	101	5344036	9.41E+08	General Fu
0	0	22229.95	0	N	101	5662050	9.41E+08	General Fu
0	0	43532.57	0	N	101	5771020	9.41E+08	General Fu
0	0	30285.09	0	N	101	5771021	9.41E+08	General Fu
0	0	4668.79	0	N	101	5772020	9.41E+08	General Fu
0	0	3386.1	0	N	101	5772021	9.41E+08	General Fu
0	0	0	7524	N	101	5344036	9.51E+08	General Fu
0	0	7068.01	0	N	101	5771021	9.51E+08	General Fu
0	0	1.29	0	N	101	5772021	9.51E+08	General Fu
0	0	0	208293.4	N	101	5344035	9.81E+08	General Fu
0	0	169117.2	0	N	101	5771020	9.81E+08	General Fu
0	0	38034.06	0	N	101	5772020	9.81E+08	General Fu

0	0	0	12631.44	N	150	5344035	9.11E+08	Supervisor
0	0	9225.68	0	N	150	5771020	9.11E+08	Supervisor
0	0	3390.55	0	N	150	5772020	9.11E+08	Supervisor
0	0	0	21371.7	N	161	5344036	9.91E+08	Value Adju
0	0	18032.6	0	N	161	5771021	9.91E+08	Value Adju
0	0	2016.18	0	N	161	5772021	9.91E+08	Value Adju
0	0	0	28833.07	N	10103	3890010	5.31E+08	1st Local C
0	0	0	7775.9	N	10103	5344035	5.31E+08	1st Local C
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0	0	6050.96	0	N	10103	5771020	5.31E+08	1st Local C
0	0	1847.45	0	N	10103	5772020	5.31E+08	1st Local C
0	0	0	6257.62	N	10240	5344035	3.41E+08	Sp Rev Gr
0	0	5801.94	0	N	10240	5771020	3.41E+08	Sp Rev Gr
0	0	443.34	0	N	10240	5772020	3.41E+08	Sp Rev Gr
0	0	0	3490.8	N	12161	5344035	1.31E+08	Tourism Ta
0	0	2660.06	0	N	12161	5771020	1.31E+08	Tourism Ta
0	0	823.93	0	N	12161	5772020	1.31E+08	Tourism Ta
0	0	0	1218.96	N	12161	5344035	1.31E+08	Tourism Ta
0	0	1066.34	0	N	12161	5771020	1.31E+08	Tourism Ta
0	0	146.97	0	N	12161	5772020	1.31E+08	Tourism Ta
0	0	0	3322.96	N	12191	3890010	2.91E+08	Fire Rescu
0	0	0	2741.04	N	12191	5344035	2.91E+08	Fire Rescu

0	0	0	31168.55	N		12191	5344036	2.91E+08	Fire Rescu
0	0	3322.96	0	N		12191	5662050	2.91E+08	Fire Rescu
0	0	2376.35	0	N		12191	5771020	2.91E+08	Fire Rescu
0	0	27323.41	0	N		12191	5771021	2.91E+08	Fire Rescu
0	0	373.87	0	N		12191	5772020	2.91E+08	Fire Rescu
0	0	1844	0	N		12191	5772021	2.91E+08	Fire Rescu
0	0	0	114316.5	N		12191	3890010	2.91E+08	Fire Rescu
0	0	0	5405.92	N		12191	3890011	2.91E+08	Fire Rescu
0	0	0	48654.72	N		12191	5344035	2.91E+08	Fire Rescu
0	0	0	8100	N		12191	5344036	2.91E+08	Fire Rescu
0	0	114316.5	0	N		12191	5662050	2.91E+08	Fire Rescu
0	0	5405.92	0	N		12191	5668021	2.91E+08	Fire Rescu
0	0	39512.28	0	N		12191	5771020	2.91E+08	Fire Rescu
0	0	7223.95	0	N		12191	5771021	2.91E+08	Fire Rescu
0	0	9722.93	0	N		12191	5772020	2.91E+08	Fire Rescu
0	0	735.5	0	N		12191	5772021	2.91E+08	Fire Rescu
0	0	0	853.92	N		12191	5344035	2.91E+08	Fire Rescu
0	0	768.64	0	N		12191	5771020	2.91E+08	Fire Rescu
0	0	81.19	0	N		12191	5772020	2.91E+08	Fire Rescu
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0	0	0	10263.8	N		12191	5344036	2.91E+08	Fire Rescu
0	0	2426.55	0	N		12191	5771020	2.91E+08	Fire Rescu

0	0	8898.26	0	N	12191	5771021	2.91E+08	Fire Rescu
0	0	286.13	0	N	12191	5772020	2.91E+08	Fire Rescu
0	0	1057.07	0	N	12191	5772021	2.91E+08	Fire Rescu
0	0	0	101213.5	N	12244	5344036	3.51E+08	Library Imp
0	0	43402.85	0	N	12244	5771021	3.51E+08	Library Imp
0	0	54487.08	0	N	12244	5772021	3.51E+08	Library Imp
0	0	0	853.92	N	14351	5344035	3.01E+08	Emergency
0	0	768.64	0	N	14351	5771020	3.01E+08	Emergency
0	0	81.19	0	N	14351	5772020	3.01E+08	Emergency
0	0	0	527.88	N	14371	5344035	3.01E+08	Hazardous
0	0	459.84	0	N	14371	5771020	3.01E+08	Hazardous
0	0	65.59	0	N	14371	5772020	3.01E+08	Hazardous
0	0	0	46098.78	N	14391	5344035	3.01E+08	Radio Com
0	0	44551.32	0	N	14391	5771020	3.01E+08	Radio Com
0	0	1400.31	0	N	14391	5772020	3.01E+08	Radio Com
0	0	0	30164.65	N	14491	3890010	2.61E+08	Indigent He
0	0	0	8173.64	N	14491	5344035	2.61E+08	Indigent He
0	0	30164.65	0	N	14491	5662050	2.61E+08	Indigent He
0	0	6785.04	0	N	14491	5771020	2.61E+08	Indigent He
0	0	1511.23	0	N	14491	5772020	2.61E+08	Indigent He
0	0	0	7445.02	N	14491	3890010	2.61E+08	Indigent He
0	0	0	1992.14	N	14491	5344035	2.61E+08	Indigent He

0	0	7445.02	0	N	14491	5662050	2.61E+08	Indigent He
0	0	1880.58	0	N	14491	5771020	2.61E+08	Indigent He
0	0	131.7	0	N	14491	5772020	2.61E+08	Indigent He
0	0	0	10500	N	14491	5344036	2.61E+08	Indigent He
0	0	9937.78	0	N	14491	5771021	2.61E+08	Indigent He
0	0	193.95	0	N	14491	5772021	2.61E+08	Indigent He
0	0	0	4296.96	N	14491	5344035	2.61E+08	Indigent He
0	0	4067.17	0	N	14491	5771020	2.61E+08	Indigent He
0	0	211.85	0	N	14491	5772020	2.61E+08	Indigent He
0	0	0	5784.23	N	14932	3890010	3.5E+08	Leisure Se
0	0	0	1939	N	14932	5344035	3.5E+08	Leisure Se
0	0	0	23255.08	N	14932	5344036	3.5E+08	Leisure Se
0	0	5784.23	0	N	14932	5662050	3.5E+08	Leisure Se
0	0	1583.18	0	N	14932	5771020	3.5E+08	Leisure Se
0	0	21714.8	0	N	14932	5771021	3.5E+08	Leisure Se
0	0	357.67	0	N	14932	5772020	3.5E+08	Leisure Se
0	0	794.81	0	N	14932	5772021	3.5E+08	Leisure Se
0	0	0	3351	N	14932	5344035	3.51E+08	Leisure Se
0	0	2571.9	0	N	14932	5771020	3.51E+08	Leisure Se
0	0	765.33	0	N	14932	5772020	3.51E+08	Leisure Se
0	0	0	6059.93	N	14971	3890010	5.21E+08	Transporta
0	0	0	4133.08	N	14971	5344035	5.21E+08	Transporta

0	0	6059.93	0	N	14971	5662050	5.21E+08	Transporta
0	0	3393.19	0	N	14971	5771020	5.21E+08	Transporta
0	0	751.78	0	N	14971	5772020	5.21E+08	Transporta
0	0	0	5917.65	N	14971	3890010	5.41E+08	Transporta
0	0	0	2280.32	N	14971	5344035	5.41E+08	Transporta
0	0	5917.65	0	N	14971	5662050	5.41E+08	Transporta
0	0	1938.23	0	N	14971	5771020	5.41E+08	Transporta
0	0	363.04	0	N	14971	5772020	5.41E+08	Transporta
0	0	0	1521.6	N	14971	5344035	5.41E+08	Transporta
0	0	1348.57	0	N	14971	5771020	5.41E+08	Transporta
0	0	165.88	0	N	14971	5772020	5.41E+08	Transporta
0	0	0	5988.6	N	14971	3890010	5.41E+08	Transporta
0	0	0	2137.8	N	14971	5344035	5.41E+08	Transporta
0	0	5988.6	0	N	14971	5662050	5.41E+08	Transporta
0	0	1779.53	0	N	14971	5771020	5.41E+08	Transporta
0	0	362.89	0	N	14971	5772020	5.41E+08	Transporta
0	0	0	6721.24	N	14971	3890010	5.41E+08	Transporta
0	0	0	2836.51	N	14971	5344035	5.41E+08	Transporta
0	0	6721.24	0	N	14971	5662050	5.41E+08	Transporta
0	0	2345.26	0	N	14971	5771020	5.41E+08	Transporta
0	0	499.69	0	N	14971	5772020	5.41E+08	Transporta
0	0	0	301220.3	N	14971	3890011	5.41E+08	Transporta

0	0	0	284686.7	N	14971	5344036	5.41E+08	Transporta
0	0	301220.3	0	N	14971	5668021	5.41E+08	Transporta
0	0	257643	0	N	14971	5771021	5.41E+08	Transporta
0	0	24589.1	0	N	14971	5772021	5.41E+08	Transporta
0	0	0	1773.96	N	15011	5344035	5.61E+08	Land Mgm
0	0	0	95000	N	15011	5344036	5.61E+08	Land Mgm
0	0	1371.04	0	N	15011	5771020	5.61E+08	Land Mgm
0	0	396.84	0	N	15011	5772020	5.61E+08	Land Mgm
0	0	0	5976	N	15312	5344035	4.51E+08	Building Fu
0	0	0	421948.9	N	15312	5344036	4.51E+08	Building Fu
0	0	4912.59	0	N	15312	5771020	4.51E+08	Building Fu
0	0	394977.7	0	N	15312	5771021	4.51E+08	Building Fu
0	0	1054.96	0	N	15312	5772020	4.51E+08	Building Fu
0	0	19513.68	0	N	15312	5772021	4.51E+08	Building Fu

NATURAL_	COST_CE	SEGMENT	SEGMENT	SEGMENT	SEGMENT	SEGMENT	SEGMENT	GL_DATE
(For Comp	Board Of C	101	10511010	5344035	0	0	0	9/30/2025
Debt Servi	Board Of C	101	10511010	5771020	0	0	0	9/30/2025
Interest Ca	Board Of C	101	10511010	5772020	0	0	0	9/30/2025
(For Comp	County Att	101	80514010	5344035	0	0	0	9/30/2025
Debt Servi	County Att	101	80514010	5771020	0	0	0	9/30/2025
Interest Ca	County Att	101	80514010	5772020	0	0	0	9/30/2025
(For Comp	County Ma	101	90512010	5344035	0	0	0	9/30/2025
Debt Servi	County Ma	101	90512010	5771020	0	0	0	9/30/2025
Interest Ca	County Ma	101	90512010	5772020	0	0	0	9/30/2025
(For Comp	Equal Opp	101	1.01E+08	5344035	0	0	0	9/30/2025
Debt Servi	Equal Opp	101	1.01E+08	5771020	0	0	0	9/30/2025
Interest Ca	Equal Opp	101	1.01E+08	5772020	0	0	0	9/30/2025
(For Comp	Organizatic	101	1.51E+08	5344035	0	0	0	9/30/2025
Debt Servi	Organizatic	101	1.51E+08	5771020	0	0	0	9/30/2025
Interest Ca	Organizatic	101	1.51E+08	5772020	0	0	0	9/30/2025
Issuance o	Budget & M	101	1.61E+08	3890010	0	0	0	9/30/2025
(For Comp	Budget & M	101	1.61E+08	5344035	0	0	0	9/30/2025
Capital Ou	Budget & M	101	1.61E+08	5662050	0	0	0	9/30/2025
Debt Servi	Budget & M	101	1.61E+08	5771020	0	0	0	9/30/2025
Interest Ca	Budget & M	101	1.61E+08	5772020	0	0	0	9/30/2025
(For Comp	Cooperativ	101	2.21E+08	5344035	0	0	0	9/30/2025
Debt Servi	Cooperativ	101	2.21E+08	5771020	0	0	0	9/30/2025

Interest Ca	Cooperativ	101	2.21E+08	5772020	0	0	0 9/30/2025
(For Comp	Healthy Fa	101	2.31E+08	5344035	0	0	0 9/30/2025
Debt Servi	Healthy Fa	101	2.31E+08	5771020	0	0	0 9/30/2025
Interest Ca	Healthy Fa	101	2.31E+08	5772020	0	0	0 9/30/2025
(For Comp	County Prc	101	2.51E+08	5344035	0	0	0 9/30/2025
Debt Servi	County Prc	101	2.51E+08	5771020	0	0	0 9/30/2025
Interest Ca	County Prc	101	2.51E+08	5772020	0	0	0 9/30/2025
(For Comp	County Pre	101	2.51E+08	5344035	0	0	0 9/30/2025
Software l	County Pre	101	2.51E+08	5344036	0	0	0 9/30/2025
Debt Servi	County Pre	101	2.51E+08	5771020	0	0	0 9/30/2025
SBITA Prir	County Pre	101	2.51E+08	5771021	0	0	0 9/30/2025
Interest Ca	County Pre	101	2.51E+08	5772020	0	0	0 9/30/2025
SBITA Inte	County Pre	101	2.51E+08	5772021	0	0	0 9/30/2025
(For Comp	Veteran's S	101	2.61E+08	5344035	0	0	0 9/30/2025
Debt Servi	Veteran's S	101	2.61E+08	5771020	0	0	0 9/30/2025
Interest Ca	Veteran's S	101	2.61E+08	5772020	0	0	0 9/30/2025
(For Comp	Rohr Home	101	2.61E+08	5344035	0	0	0 9/30/2025
Debt Servi	Rohr Home	101	2.61E+08	5771020	0	0	0 9/30/2025
Interest Ca	Rohr Home	101	2.61E+08	5772020	0	0	0 9/30/2025
(For Comp	Medical Ex	101	2.71E+08	5344035	0	0	0 9/30/2025
Debt Servi	Medical Ex	101	2.71E+08	5771020	0	0	0 9/30/2025
Interest Ca	Medical Ex	101	2.71E+08	5772020	0	0	0 9/30/2025

Issuance o	Emergency	101	2.81E+08	3890010	0	0	0 9/30/2025
(For Comp	Emergency	101	2.81E+08	5344035	0	0	0 9/30/2025
Capital Ou	Emergency	101	2.81E+08	5662050	0	0	0 9/30/2025
Debt Servi	Emergency	101	2.81E+08	5771020	0	0	0 9/30/2025
Interest Ca	Emergency	101	2.81E+08	5772020	0	0	0 9/30/2025
Issuance o	Advanced I	101	2.81E+08	3890011	0	0	0 9/30/2025
(For Comp	Advanced I	101	2.81E+08	5344035	0	0	0 9/30/2025
Software l	Advanced I	101	2.81E+08	5344036	0	0	0 9/30/2025
SBITA Cap	Advanced I	101	2.81E+08	5668021	0	0	0 9/30/2025
Debt Servi	Advanced I	101	2.81E+08	5771020	0	0	0 9/30/2025
SBITA Prir	Advanced I	101	2.81E+08	5771021	0	0	0 9/30/2025
Interest Ca	Advanced I	101	2.81E+08	5772020	0	0	0 9/30/2025
SBITA Inte	Advanced I	101	2.81E+08	5772021	0	0	0 9/30/2025
(For Comp	EMS Reco	101	2.81E+08	5344035	0	0	0 9/30/2025
Debt Servi	EMS Reco	101	2.81E+08	5771020	0	0	0 9/30/2025
Interest Ca	EMS Reco	101	2.81E+08	5772020	0	0	0 9/30/2025
(For Comp	Emer Shelt	101	3.01E+08	5344035	0	0	0 9/30/2025
Debt Servi	Emer Shelt	101	3.01E+08	5771020	0	0	0 9/30/2025
Interest Ca	Emer Shelt	101	3.01E+08	5772020	0	0	0 9/30/2025
Issuance o	History Ce	101	3.51E+08	3890010	0	0	0 9/30/2025
Issuance o	History Ce	101	3.51E+08	3890011	0	0	0 9/30/2025
(For Comp	History Ce	101	3.51E+08	5344035	0	0	0 9/30/2025

Software l	History Cer	101	3.51E+08	5344036	0	0	0 9/30/2025
Capital Ou	History Cer	101	3.51E+08	5662050	0	0	0 9/30/2025
SBITA Cap	History Cer	101	3.51E+08	5668021	0	0	0 9/30/2025
Debt Servi	History Cer	101	3.51E+08	5771020	0	0	0 9/30/2025
SBITA Prir	History Cer	101	3.51E+08	5771021	0	0	0 9/30/2025
Interest Ca	History Cer	101	3.51E+08	5772020	0	0	0 9/30/2025
SBITA Inte	History Cer	101	3.51E+08	5772021	0	0	0 9/30/2025
Issuance o	Communic	101	3.71E+08	3890011	0	0	0 9/30/2025
(For Comp	Communic	101	3.71E+08	5344035	0	0	0 9/30/2025
Software l	Communic	101	3.71E+08	5344036	0	0	0 9/30/2025
SBITA Cap	Communic	101	3.71E+08	5668021	0	0	0 9/30/2025
Debt Servi	Communic	101	3.71E+08	5771020	0	0	0 9/30/2025
SBITA Prir	Communic	101	3.71E+08	5771021	0	0	0 9/30/2025
Interest Ca	Communic	101	3.71E+08	5772020	0	0	0 9/30/2025
SBITA Inte	Communic	101	3.71E+08	5772021	0	0	0 9/30/2025
Software l	Compensa	101	3.81E+08	5344036	0	0	0 9/30/2025
SBITA Prir	Compensa	101	3.81E+08	5771021	0	0	0 9/30/2025
SBITA Inte	Compensa	101	3.81E+08	5772021	0	0	0 9/30/2025
(For Comp	Employme	101	3.81E+08	5344035	0	0	0 9/30/2025
Debt Servi	Employme	101	3.81E+08	5771020	0	0	0 9/30/2025
Interest Ca	Employme	101	3.81E+08	5772020	0	0	0 9/30/2025
(For Comp	Volunteer S	101	3.81E+08	5344035	0	0	0 9/30/2025

Debt Servi	Volunteer S	101	3.81E+08	5771020	0	0	0	9/30/2025
Interest Ca	Volunteer S	101	3.81E+08	5772020	0	0	0	9/30/2025
Issuance o	Procureme	101	3.91E+08	3890010	0	0	0	9/30/2025
Issuance o	Procureme	101	3.91E+08	3890011	0	0	0	9/30/2025
(For Comp	Procureme	101	3.91E+08	5344035	0	0	0	9/30/2025
Software l	Procureme	101	3.91E+08	5344036	0	0	0	9/30/2025
Capital Ou	Procureme	101	3.91E+08	5662050	0	0	0	9/30/2025
SBITA Cap	Procureme	101	3.91E+08	5668021	0	0	0	9/30/2025
Debt Servi	Procureme	101	3.91E+08	5771020	0	0	0	9/30/2025
SBITA Prir	Procureme	101	3.91E+08	5771021	0	0	0	9/30/2025
Interest Ca	Procureme	101	3.91E+08	5772020	0	0	0	9/30/2025
SBITA Inte	Procureme	101	3.91E+08	5772021	0	0	0	9/30/2025
(For Comp	Claims Ma	101	4.01E+08	5344035	0	0	0	9/30/2025
Debt Servi	Claims Ma	101	4.01E+08	5771020	0	0	0	9/30/2025
Interest Ca	Claims Ma	101	4.01E+08	5772020	0	0	0	9/30/2025
(For Comp	Safety	101	4.01E+08	5344035	0	0	0	9/30/2025
Debt Servi	Safety	101	4.01E+08	5771020	0	0	0	9/30/2025
Interest Ca	Safety	101	4.01E+08	5772020	0	0	0	9/30/2025
(For Comp	General In	101	4.01E+08	5344035	0	0	0	9/30/2025
Debt Servi	General In	101	4.01E+08	5771020	0	0	0	9/30/2025
Interest Ca	General In	101	4.01E+08	5772020	0	0	0	9/30/2025
Issuance o	Occupatior	101	4.01E+08	3890010	0	0	0	9/30/2025

(For Comp	Occupatior	101	4.01E+08	5344035	0	0	0 9/30/2025
Capital Ou	Occupatior	101	4.01E+08	5662050	0	0	0 9/30/2025
Debt Servi	Occupatior	101	4.01E+08	5771020	0	0	0 9/30/2025
Interest Ca	Occupatior	101	4.01E+08	5772020	0	0	0 9/30/2025
(For Comp	Planning &	101	4.41E+08	5344035	0	0	0 9/30/2025
Debt Servi	Planning &	101	4.41E+08	5771020	0	0	0 9/30/2025
Interest Ca	Planning &	101	4.41E+08	5772020	0	0	0 9/30/2025
(For Comp	Code Enfo	101	4.51E+08	5344035	0	0	0 9/30/2025
Debt Servi	Code Enfo	101	4.51E+08	5771020	0	0	0 9/30/2025
Interest Ca	Code Enfo	101	4.51E+08	5772020	0	0	0 9/30/2025
Issuance o	Land Deve	101	4.91E+08	3890010	0	0	0 9/30/2025
Issuance o	Land Deve	101	4.91E+08	3890011	0	0	0 9/30/2025
(For Comp	Land Deve	101	4.91E+08	5344035	0	0	0 9/30/2025
Software I	Land Deve	101	4.91E+08	5344036	0	0	0 9/30/2025
Capital Ou	Land Deve	101	4.91E+08	5662050	0	0	0 9/30/2025
SBITA Cap	Land Deve	101	4.91E+08	5668021	0	0	0 9/30/2025
Debt Servi	Land Deve	101	4.91E+08	5771020	0	0	0 9/30/2025
SBITA Prir	Land Deve	101	4.91E+08	5771021	0	0	0 9/30/2025
Interest Ca	Land Deve	101	4.91E+08	5772020	0	0	0 9/30/2025
SBITA Inte	Land Deve	101	4.91E+08	5772021	0	0	0 9/30/2025
(For Comp	Roadway M	101	5.3E+08	5344035	0	0	0 9/30/2025
Debt Servi	Roadway M	101	5.3E+08	5771020	0	0	0 9/30/2025

Interest Ca	Roadway M	101	5.3E+08	5772020	0	0	0 9/30/2025
(For Comp	Real Estate	101	5.41E+08	5344035	0	0	0 9/30/2025
Debt Servi	Real Estate	101	5.41E+08	5771020	0	0	0 9/30/2025
Interest Ca	Real Estate	101	5.41E+08	5772020	0	0	0 9/30/2025
Issuance o	SWF Storn	101	5.6E+08	3890010	0	0	0 9/30/2025
(For Comp	SWF Storn	101	5.6E+08	5344035	0	0	0 9/30/2025
Capital Ou	SWF Storn	101	5.6E+08	5662050	0	0	0 9/30/2025
Debt Servi	SWF Storn	101	5.6E+08	5771020	0	0	0 9/30/2025
Interest Ca	SWF Storn	101	5.6E+08	5772020	0	0	0 9/30/2025
Issuance o	SWF Wate	101	5.6E+08	3890010	0	0	0 9/30/2025
(For Comp	SWF Wate	101	5.6E+08	5344035	0	0	0 9/30/2025
Capital Ou	SWF Wate	101	5.6E+08	5662050	0	0	0 9/30/2025
Debt Servi	SWF Wate	101	5.6E+08	5771020	0	0	0 9/30/2025
Interest Ca	SWF Wate	101	5.6E+08	5772020	0	0	0 9/30/2025
(For Comp	Invasive Pl	101	5.61E+08	5344035	0	0	0 9/30/2025
Debt Servi	Invasive Pl	101	5.61E+08	5771020	0	0	0 9/30/2025
Interest Ca	Invasive Pl	101	5.61E+08	5772020	0	0	0 9/30/2025
(For Comp	Natural Re	101	5.61E+08	5344035	0	0	0 9/30/2025
Debt Servi	Natural Re	101	5.61E+08	5771020	0	0	0 9/30/2025
Interest Ca	Natural Re	101	5.61E+08	5772020	0	0	0 9/30/2025
(For Comp	Mosquito C	101	5.61E+08	5344035	0	0	0 9/30/2025
Debt Servi	Mosquito C	101	5.61E+08	5771020	0	0	0 9/30/2025

Interest Ca	Mosquito C	101	5.61E+08	5772020	0	0	0	9/30/2025
Issuance o	Facilities L	101	5.71E+08	3890010	0	0	0	9/30/2025
(For Comp	Facilities L	101	5.71E+08	5344035	0	0	0	9/30/2025
Capital Ou	Facilities L	101	5.71E+08	5662050	0	0	0	9/30/2025
Debt Servi	Facilities L	101	5.71E+08	5771020	0	0	0	9/30/2025
Interest Ca	Facilities L	101	5.71E+08	5772020	0	0	0	9/30/2025
Issuance o	Maintenan	101	5.71E+08	3890010	0	0	0	9/30/2025
(For Comp	Maintenan	101	5.71E+08	5344035	0	0	0	9/30/2025
Software l	Maintenan	101	5.71E+08	5344036	0	0	0	9/30/2025
Capital Ou	Maintenan	101	5.71E+08	5662050	0	0	0	9/30/2025
Debt Servi	Maintenan	101	5.71E+08	5771020	0	0	0	9/30/2025
SBITA Prir	Maintenan	101	5.71E+08	5771021	0	0	0	9/30/2025
Interest Ca	Maintenan	101	5.71E+08	5772020	0	0	0	9/30/2025
SBITA Inte	Maintenan	101	5.71E+08	5772021	0	0	0	9/30/2025
Issuance o	Court Adm	101	9.31E+08	3890011	0	0	0	9/30/2025
Software l	Court Adm	101	9.31E+08	5344036	0	0	0	9/30/2025
SBITA Cap	Court Adm	101	9.31E+08	5668021	0	0	0	9/30/2025
SBITA Prir	Court Adm	101	9.31E+08	5771021	0	0	0	9/30/2025
SBITA Inte	Court Adm	101	9.31E+08	5772021	0	0	0	9/30/2025
Issuance o	Courts Adr	101	9.31E+08	3890010	0	0	0	9/30/2025
(For Comp	Courts Adr	101	9.31E+08	5344035	0	0	0	9/30/2025
Capital Ou	Courts Adr	101	9.31E+08	5662050	0	0	0	9/30/2025

Debt Servi	Courts Adr	101	9.31E+08	5771020	0	0	0	9/30/2025
Interest Ca	Courts Adr	101	9.31E+08	5772020	0	0	0	9/30/2025
Interest Ca	Courts Adr	101	9.31E+08	5772020	0	0	0	9/30/2025
Issuance o	Law Library	101	9.31E+08	3890011	0	0	0	9/30/2025
Software l	Law Library	101	9.31E+08	5344036	0	0	0	9/30/2025
SBITA Cap	Law Library	101	9.31E+08	5668021	0	0	0	9/30/2025
SBITA Prir	Law Library	101	9.31E+08	5771021	0	0	0	9/30/2025
SBITA Inte	Law Library	101	9.31E+08	5772021	0	0	0	9/30/2025
Issuance o	State Attor	101	9.41E+08	3890010	0	0	0	9/30/2025
(For Comp	State Attor	101	9.41E+08	5344035	0	0	0	9/30/2025
Software l	State Attor	101	9.41E+08	5344036	0	0	0	9/30/2025
Capital Ou	State Attor	101	9.41E+08	5662050	0	0	0	9/30/2025
Debt Servi	State Attor	101	9.41E+08	5771020	0	0	0	9/30/2025
SBITA Prir	State Attor	101	9.41E+08	5771021	0	0	0	9/30/2025
Interest Ca	State Attor	101	9.41E+08	5772020	0	0	0	9/30/2025
SBITA Inte	State Attor	101	9.41E+08	5772021	0	0	0	9/30/2025
Software l	Public Defe	101	9.51E+08	5344036	0	0	0	9/30/2025
SBITA Prir	Public Defe	101	9.51E+08	5771021	0	0	0	9/30/2025
SBITA Inte	Public Defe	101	9.51E+08	5772021	0	0	0	9/30/2025
(For Comp	Sheriff Ger	101	9.81E+08	5344035	0	0	0	9/30/2025
Debt Servi	Sheriff Ger	101	9.81E+08	5771020	0	0	0	9/30/2025
Interest Ca	Sheriff Ger	101	9.81E+08	5772020	0	0	0	9/30/2025

(For Comp	Supervisor	150	9.11E+08	5344035	0	0	0 9/30/2025
Debt Servi	Supervisor	150	9.11E+08	5771020	0	0	0 9/30/2025
Interest Ca	Supervisor	150	9.11E+08	5772020	0	0	0 9/30/2025
Software l	Auditor To	161	9.91E+08	5344036	0	0	0 9/30/2025
SBITA Prir	Auditor To	161	9.91E+08	5771021	0	0	0 9/30/2025
SBITA Inte	Auditor To	161	9.91E+08	5772021	0	0	0 9/30/2025
Issuance o	Co Trans T	10103	5.31E+08	3890010	0	0	0 9/30/2025
(For Comp	Co Trans T	10103	5.31E+08	5344035	0	0	0 9/30/2025
Capital Ou	Co Trans T	10103	5.31E+08	5662050	0	0	0 9/30/2025
Debt Servi	Co Trans T	10103	5.31E+08	5771020	0	0	0 9/30/2025
Interest Ca	Co Trans T	10103	5.31E+08	5772020	0	0	0 9/30/2025
(For Comp	CDBG Poll	10240	3.41E+08	5344035	0	0	0 9/30/2025
Debt Servi	CDBG Poll	10240	3.41E+08	5771020	0	0	0 9/30/2025
Interest Ca	CDBG Poll	10240	3.41E+08	5772020	0	0	0 9/30/2025
(For Comp	Tourism De	12161	1.31E+08	5344035	0	0	0 9/30/2025
Debt Servi	Tourism De	12161	1.31E+08	5771020	0	0	0 9/30/2025
Interest Ca	Tourism De	12161	1.31E+08	5772020	0	0	0 9/30/2025
(For Comp	Tourism I-4	12161	1.31E+08	5344035	0	0	0 9/30/2025
Debt Servi	Tourism I-4	12161	1.31E+08	5771020	0	0	0 9/30/2025
Interest Ca	Tourism I-4	12161	1.31E+08	5772020	0	0	0 9/30/2025
Issuance o	Fire Rescu	12191	2.91E+08	3890010	0	0	0 9/30/2025
(For Comp	Fire Rescu	12191	2.91E+08	5344035	0	0	0 9/30/2025

Software l	Fire Rescu	12191	2.91E+08	5344036	0	0	0 9/30/2025
Capital Ou	Fire Rescu	12191	2.91E+08	5662050	0	0	0 9/30/2025
Debt Servi	Fire Rescu	12191	2.91E+08	5771020	0	0	0 9/30/2025
SBITA Prir	Fire Rescu	12191	2.91E+08	5771021	0	0	0 9/30/2025
Interest Ca	Fire Rescu	12191	2.91E+08	5772020	0	0	0 9/30/2025
SBITA Inte	Fire Rescu	12191	2.91E+08	5772021	0	0	0 9/30/2025
Issuance o	Fire Opera	12191	2.91E+08	3890010	0	0	0 9/30/2025
Issuance o	Fire Opera	12191	2.91E+08	3890011	0	0	0 9/30/2025
(For Comp	Fire Opera	12191	2.91E+08	5344035	0	0	0 9/30/2025
Software l	Fire Opera	12191	2.91E+08	5344036	0	0	0 9/30/2025
Capital Ou	Fire Opera	12191	2.91E+08	5662050	0	0	0 9/30/2025
SBITA Cap	Fire Opera	12191	2.91E+08	5668021	0	0	0 9/30/2025
Debt Servi	Fire Opera	12191	2.91E+08	5771020	0	0	0 9/30/2025
SBITA Prir	Fire Opera	12191	2.91E+08	5771021	0	0	0 9/30/2025
Interest Ca	Fire Opera	12191	2.91E+08	5772020	0	0	0 9/30/2025
SBITA Inte	Fire Opera	12191	2.91E+08	5772021	0	0	0 9/30/2025
(For Comp	Fire Rescu	12191	2.91E+08	5344035	0	0	0 9/30/2025
Debt Servi	Fire Rescu	12191	2.91E+08	5771020	0	0	0 9/30/2025
Interest Ca	Fire Rescu	12191	2.91E+08	5772020	0	0	0 9/30/2025
(For Comp	Fire Suppo	12191	2.91E+08	5344035	0	0	0 9/30/2025
Software l	Fire Suppo	12191	2.91E+08	5344036	0	0	0 9/30/2025
Debt Servi	Fire Suppo	12191	2.91E+08	5771020	0	0	0 9/30/2025

SBITA Prir	Fire Suppo	12191	2.91E+08	5771021	0	0	0 9/30/2025
Interest Ca	Fire Suppo	12191	2.91E+08	5772020	0	0	0 9/30/2025
SBITA Inte	Fire Suppo	12191	2.91E+08	5772021	0	0	0 9/30/2025
Software l	C.I.P-Lib Ir	12244	3.51E+08	5344036	0	0	0 9/30/2025
SBITA Prir	C.I.P-Lib Ir	12244	3.51E+08	5771021	0	0	0 9/30/2025
SBITA Inte	C.I.P-Lib Ir	12244	3.51E+08	5772021	0	0	0 9/30/2025
(For Comp	Emergency	14351	3.01E+08	5344035	0	0	0 9/30/2025
Debt Servi	Emergency	14351	3.01E+08	5771020	0	0	0 9/30/2025
Interest Ca	Emergency	14351	3.01E+08	5772020	0	0	0 9/30/2025
(For Comp	Hazardous	14371	3.01E+08	5344035	0	0	0 9/30/2025
Debt Servi	Hazardous	14371	3.01E+08	5771020	0	0	0 9/30/2025
Interest Ca	Hazardous	14371	3.01E+08	5772020	0	0	0 9/30/2025
(For Comp	Radio Com	14391	3.01E+08	5344035	0	0	0 9/30/2025
Debt Servi	Radio Com	14391	3.01E+08	5771020	0	0	0 9/30/2025
Interest Ca	Radio Com	14391	3.01E+08	5772020	0	0	0 9/30/2025
Issuance o	Indigent He	14491	2.61E+08	3890010	0	0	0 9/30/2025
(For Comp	Indigent He	14491	2.61E+08	5344035	0	0	0 9/30/2025
Capital Ou	Indigent He	14491	2.61E+08	5662050	0	0	0 9/30/2025
Debt Servi	Indigent He	14491	2.61E+08	5771020	0	0	0 9/30/2025
Interest Ca	Indigent He	14491	2.61E+08	5772020	0	0	0 9/30/2025
Issuance o	Indigent He	14491	2.61E+08	3890010	0	0	0 9/30/2025
(For Comp	Indigent He	14491	2.61E+08	5344035	0	0	0 9/30/2025

Capital Ou	Indigent He	14491	2.61E+08	5662050	0	0	0 9/30/2025
Debt Servi	Indigent He	14491	2.61E+08	5771020	0	0	0 9/30/2025
Interest Ca	Indigent He	14491	2.61E+08	5772020	0	0	0 9/30/2025
Software l	Indigent He	14491	2.61E+08	5344036	0	0	0 9/30/2025
SBITA Prir	Indigent He	14491	2.61E+08	5771021	0	0	0 9/30/2025
SBITA Inte	Indigent He	14491	2.61E+08	5772021	0	0	0 9/30/2025
(For Comp	Indigent He	14491	2.61E+08	5344035	0	0	0 9/30/2025
Debt Servi	Indigent He	14491	2.61E+08	5771020	0	0	0 9/30/2025
Interest Ca	Indigent He	14491	2.61E+08	5772020	0	0	0 9/30/2025
Issuance o	Libraries M	14932	3.5E+08	3890010	0	0	0 9/30/2025
(For Comp	Libraries M	14932	3.5E+08	5344035	0	0	0 9/30/2025
Software l	Libraries M	14932	3.5E+08	5344036	0	0	0 9/30/2025
Capital Ou	Libraries M	14932	3.5E+08	5662050	0	0	0 9/30/2025
Debt Servi	Libraries M	14932	3.5E+08	5771020	0	0	0 9/30/2025
SBITA Prir	Libraries M	14932	3.5E+08	5771021	0	0	0 9/30/2025
Interest Ca	Libraries M	14932	3.5E+08	5772020	0	0	0 9/30/2025
SBITA Inte	Libraries M	14932	3.5E+08	5772021	0	0	0 9/30/2025
(For Comp	Leisure Srv	14932	3.51E+08	5344035	0	0	0 9/30/2025
Debt Servi	Leisure Srv	14932	3.51E+08	5771020	0	0	0 9/30/2025
Interest Ca	Leisure Srv	14932	3.51E+08	5772020	0	0	0 9/30/2025
Issuance o	Co Trans T	14971	5.21E+08	3890010	0	0	0 9/30/2025
(For Comp	Co Trans T	14971	5.21E+08	5344035	0	0	0 9/30/2025

Capital Ou	Co Trans T	14971	5.21E+08	5662050	0	0	0 9/30/2025
Debt Servi	Co Trans T	14971	5.21E+08	5771020	0	0	0 9/30/2025
Interest Ca	Co Trans T	14971	5.21E+08	5772020	0	0	0 9/30/2025
Issuance o	Co Trans T	14971	5.41E+08	3890010	0	0	0 9/30/2025
(For Comp	Co Trans T	14971	5.41E+08	5344035	0	0	0 9/30/2025
Capital Ou	Co Trans T	14971	5.41E+08	5662050	0	0	0 9/30/2025
Debt Servi	Co Trans T	14971	5.41E+08	5771020	0	0	0 9/30/2025
Interest Ca	Co Trans T	14971	5.41E+08	5772020	0	0	0 9/30/2025
(For Comp	Co Trans T	14971	5.41E+08	5344035	0	0	0 9/30/2025
Debt Servi	Co Trans T	14971	5.41E+08	5771020	0	0	0 9/30/2025
Interest Ca	Co Trans T	14971	5.41E+08	5772020	0	0	0 9/30/2025
Issuance o	Co Trans T	14971	5.41E+08	3890010	0	0	0 9/30/2025
(For Comp	Co Trans T	14971	5.41E+08	5344035	0	0	0 9/30/2025
Capital Ou	Co Trans T	14971	5.41E+08	5662050	0	0	0 9/30/2025
Debt Servi	Co Trans T	14971	5.41E+08	5771020	0	0	0 9/30/2025
Interest Ca	Co Trans T	14971	5.41E+08	5772020	0	0	0 9/30/2025
Issuance o	Co Trans T	14971	5.41E+08	3890010	0	0	0 9/30/2025
(For Comp	Co Trans T	14971	5.41E+08	5344035	0	0	0 9/30/2025
Capital Ou	Co Trans T	14971	5.41E+08	5662050	0	0	0 9/30/2025
Debt Servi	Co Trans T	14971	5.41E+08	5771020	0	0	0 9/30/2025
Interest Ca	Co Trans T	14971	5.41E+08	5772020	0	0	0 9/30/2025
Issuance o	C.I.P.-Co T	14971	5.41E+08	3890011	0	0	0 9/30/2025

Software l	C.I.P.-Co T	14971	5.41E+08	5344036	0	0	0 9/30/2025
SBITA Cap	C.I.P.-Co T	14971	5.41E+08	5668021	0	0	0 9/30/2025
SBITA Prir	C.I.P.-Co T	14971	5.41E+08	5771021	0	0	0 9/30/2025
SBITA Inte	C.I.P.-Co T	14971	5.41E+08	5772021	0	0	0 9/30/2025
(For Comp	Envir Land	15011	5.61E+08	5344035	0	0	0 9/30/2025
Software l	Envir Land	15011	5.61E+08	5344036	0	0	0 9/30/2025
Debt Servi	Envir Land	15011	5.61E+08	5771020	0	0	0 9/30/2025
Interest Ca	Envir Land	15011	5.61E+08	5772020	0	0	0 9/30/2025
(For Comp	Building Fu	15312	4.51E+08	5344035	0	0	0 9/30/2025
Software l	Building Fu	15312	4.51E+08	5344036	0	0	0 9/30/2025
Debt Servi	Building Fu	15312	4.51E+08	5771020	0	0	0 9/30/2025
SBITA Prir	Building Fu	15312	4.51E+08	5771021	0	0	0 9/30/2025
Interest Ca	Building Fu	15312	4.51E+08	5772020	0	0	0 9/30/2025
SBITA Inte	Building Fu	15312	4.51E+08	5772021	0	0	0 9/30/2025

CREATED_	CREATION	LAST_UPI	HEADER_	HEADER_	JE_CATE(	JE_SOUR(	GL_BATCI	POSTED_I
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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2

KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2

KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(

KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2

KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2

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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
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KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD !	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2

KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2

KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2

KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
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KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(

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KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
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KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(

KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-3	2025-10-3	5943534	RECORD :	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2
KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2

KelleyMcIn	2025-10-2	2025-10-2	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2

KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3
KelleyMcIn	2025-10-2(	2025-10-2(	5943130	GASB-87 l	Adjustmen	Spreadshe	kmcinnis 1	2025-10-2(
KelleyMcIn	2025-10-3(	2025-10-3	5943534	RECORD S	Adjustmen	Spreadshe	kmcinnis 1	2025-10-3

GL_JE_NA	GL_LINE_	LINE_NUM	ORIG_LIN	LINE_DES	ENTERED	CONVERS	CONVERS	CONVERS
kmcinnis 1	87	87	87	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	174	174	174	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	239	239	239	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	88	88	88	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	175	175	175	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	240	240	240	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	89	89	89	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	176	176	176	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	241	241	241	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	90	90	90	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	177	177	177	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	242	242	242	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	91	91	91	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	178	178	178	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	243	243	243	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	65	65	65	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	92	92	92	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	152	152	152	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	179	179	179	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	244	244	244	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	93	93	93	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	180	180	180	GASB-87 l	USD	1	9/30/2025	User

kmcinnis 1	245	245	245	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	94	94	94	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	181	181	181	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	246	246	246	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	95	95	95	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	182	182	182	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	247	247	247	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	96	96	96	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	32	32	32	RECORD !	USD	1	9/30/2025	User
kmcinnis 1	183	183	183	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	64	64	64	RECORD !	USD	1	9/30/2025	User
kmcinnis 1	248	248	248	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	85	85	85	RECORD !	USD	1	9/30/2025	User
kmcinnis 1	97	97	97	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	184	184	184	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	249	249	249	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	98	98	98	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	185	185	185	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	250	250	250	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	99	99	99	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	186	186	186	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	251	251	251	GASB-87 l	USD	1	9/30/2025	User

kmcinnis 1	66	66	66	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	100	100	100	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	153	153	153	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	187	187	187	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	252	252	252	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	23	23	23	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	101	101	101	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	33	33	33	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	55	55	55	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	188	188	188	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	65	65	65	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	253	253	253	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	86	86	86	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	102	102	102	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	189	189	189	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	254	254	254	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	103	103	103	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	190	190	190	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	255	255	255	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	67	67	67	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	24	24	24	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	104	104	104	GASB-87 l	USD	1	9/30/2025	User

kmcinnis 1	34	34	34	RECORD	USD	1	9/30/2025	User
kmcinnis 1	154	154	154	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	56	56	56	RECORD	USD	1	9/30/2025	User
kmcinnis 1	191	191	191	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	66	66	66	RECORD	USD	1	9/30/2025	User
kmcinnis 1	256	256	256	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	87	87	87	RECORD	USD	1	9/30/2025	User
kmcinnis 1	25	25	25	RECORD	USD	1	9/30/2025	User
kmcinnis 1	105	105	105	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	35	35	35	RECORD	USD	1	9/30/2025	User
kmcinnis 1	57	57	57	RECORD	USD	1	9/30/2025	User
kmcinnis 1	192	192	192	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	67	67	67	RECORD	USD	1	9/30/2025	User
kmcinnis 1	257	257	257	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	88	88	88	RECORD	USD	1	9/30/2025	User
kmcinnis 1	36	36	36	RECORD	USD	1	9/30/2025	User
kmcinnis 1	68	68	68	RECORD	USD	1	9/30/2025	User
kmcinnis 1	89	89	89	RECORD	USD	1	9/30/2025	User
kmcinnis 1	106	106	106	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	193	193	193	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	258	258	258	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	107	107	107	GASB-87 l	USD	1	9/30/2025	User

kmcinnis 1	194	194	194	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	259	259	259	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	68	68	68	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	26	26	26	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	108	108	108	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	37	37	37	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	155	155	155	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	58	58	58	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	195	195	195	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	69	69	69	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	260	260	260	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	90	90	90	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	109	109	109	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	196	196	196	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	261	261	261	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	110	110	110	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	197	197	197	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	262	262	262	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	111	111	111	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	198	198	198	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	263	263	263	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	69	69	69	GASB-87 l	USD	1	9/30/2025	User

kmcinnis 1	112	112	112	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	156	156	156	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	199	199	199	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	264	264	264	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	113	113	113	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	200	200	200	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	265	265	265	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	114	114	114	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	201	201	201	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	266	266	266	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	70	70	70	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	27	27	27	RECORD !	USD	1	9/30/2025	User
kmcinnis 1	115	115	115	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	38	38	38	RECORD !	USD	1	9/30/2025	User
kmcinnis 1	157	157	157	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	59	59	59	RECORD !	USD	1	9/30/2025	User
kmcinnis 1	202	202	202	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	70	70	70	RECORD !	USD	1	9/30/2025	User
kmcinnis 1	267	267	267	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	91	91	91	RECORD !	USD	1	9/30/2025	User
kmcinnis 1	116	116	116	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	203	203	203	GASB-87 l	USD	1	9/30/2025	User

kmcinnis 1	268	268	268	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	117	117	117	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	204	204	204	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	269	269	269	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	71	71	71	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	118	118	118	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	158	158	158	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	205	205	205	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	270	270	270	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	72	72	72	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	119	119	119	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	159	159	159	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	206	206	206	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	271	271	271	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	120	120	120	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	207	207	207	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	272	272	272	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	121	121	121	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	208	208	208	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	273	273	273	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	122	122	122	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	209	209	209	GASB-87 l	USD	1	9/30/2025	User

kmcinnis 1	274	274	274	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	73	73	73	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	123	123	123	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	160	160	160	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	210	210	210	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	275	275	275	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	74	74	74	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	124	124	124	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	39	39	39	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	161	161	161	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	211	211	211	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	71	71	71	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	276	276	276	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	92	92	92	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	28	28	28	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	40	40	40	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	60	60	60	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	72	72	72	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	93	93	93	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	75	75	75	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	125	125	125	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	162	162	162	GASB-87 l	USD	1	9/30/2025	User

kmcinnis 1	212	212	212	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	277	277	277	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	278	278	278	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	29	29	29	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	41	41	41	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	61	61	61	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	73	73	73	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	94	94	94	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	76	76	76	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	126	126	126	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	42	42	42	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	163	163	163	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	213	213	213	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	74	74	74	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	279	279	279	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	95	95	95	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	43	43	43	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	75	75	75	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	96	96	96	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	127	127	127	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	214	214	214	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	280	280	280	GASB-87 l	USD	1	9/30/2025	User

kmcinnis 1	128	128	128	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	215	215	215	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	281	281	281	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	44	44	44	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	76	76	76	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	97	97	97	RECORD :	USD	1	9/30/2025	User
kmcinnis 1	77	77	77	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	129	129	129	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	164	164	164	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	216	216	216	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	282	282	282	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	130	130	130	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	217	217	217	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	283	283	283	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	131	131	131	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	218	218	218	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	284	284	284	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	132	132	132	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	219	219	219	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	285	285	285	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	78	78	78	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	133	133	133	GASB-87 l	USD	1	9/30/2025	User

kmcinnis 1	45	45	45	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	165	165	165	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	220	220	220	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	77	77	77	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	286	286	286	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	98	98	98	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	79	79	79	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	30	30	30	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	134	134	134	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	46	46	46	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	166	166	166	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	62	62	62	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	221	221	221	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	78	78	78	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	287	287	287	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	99	99	99	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	135	135	135	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	222	222	222	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	288	288	288	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	136	136	136	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	47	47	47	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	223	223	223	GASB-87 l	USD	1	9/30/2025	User

kmcinnis 1	79	79	79	RECORD !	USD	1	9/30/2025	User	
kmcinnis 1	289	289	289	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	100	100	100	RECORD !	USD	1	9/30/2025	User	
kmcinnis 1	48	48	48	RECORD !	USD	1	9/30/2025	User	
kmcinnis 1	80	80	80	RECORD !	USD	1	9/30/2025	User	
kmcinnis 1	101	101	101	RECORD !	USD	1	9/30/2025	User	
kmcinnis 1	137	137	137	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	224	224	224	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	290	290	290	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	138	138	138	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	225	225	225	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	291	291	291	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	139	139	139	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	226	226	226	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	292	292	292	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	80	80	80	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	140	140	140	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	167	167	167	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	227	227	227	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	293	293	293	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	81	81	81	GASB-87 l	USD	1	9/30/2025	User	
kmcinnis 1	141	141	141	GASB-87 l	USD	1	9/30/2025	User	

kmcinnis 1	168	168	168	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	228	228	228	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	294	294	294	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	49	49	49	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	81	81	81	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	102	102	102	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	142	142	142	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	229	229	229	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	295	295	295	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	82	82	82	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	143	143	143	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	50	50	50	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	169	169	169	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	230	230	230	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	82	82	82	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	296	296	296	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	103	103	103	RECORD ;	USD	1	9/30/2025	User
kmcinnis 1	144	144	144	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	231	231	231	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	297	297	297	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	83	83	83	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	145	145	145	GASB-87 l	USD	1	9/30/2025	User

kmcinnis 1	170	170	170	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	232	232	232	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	298	298	298	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	84	84	84	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	146	146	146	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	171	171	171	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	233	233	233	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	299	299	299	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	147	147	147	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	234	234	234	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	300	300	300	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	85	85	85	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	148	148	148	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	172	172	172	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	235	235	235	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	301	301	301	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	86	86	86	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	149	149	149	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	173	173	173	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	236	236	236	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	302	302	302	GASB-87 l	USD	1	9/30/2025	User
kmcinnis 1	31	31	31	RECORD :	USD	1	9/30/2025	User

kmcinnis 1	51	51	51	RECORD S	USD	1	9/30/2025	User
kmcinnis 1	63	63	63	RECORD S	USD	1	9/30/2025	User
kmcinnis 1	83	83	83	RECORD S	USD	1	9/30/2025	User
kmcinnis 1	104	104	104	RECORD S	USD	1	9/30/2025	User
kmcinnis 1	150	150	150	GASB-87 L	USD	1	9/30/2025	User
kmcinnis 1	52	52	52	RECORD S	USD	1	9/30/2025	User
kmcinnis 1	237	237	237	GASB-87 L	USD	1	9/30/2025	User
kmcinnis 1	303	303	303	GASB-87 L	USD	1	9/30/2025	User
kmcinnis 1	151	151	151	GASB-87 L	USD	1	9/30/2025	User
kmcinnis 1	53	53	53	RECORD S	USD	1	9/30/2025	User
kmcinnis 1	238	238	238	GASB-87 L	USD	1	9/30/2025	User
kmcinnis 1	84	84	84	RECORD S	USD	1	9/30/2025	User
kmcinnis 1	304	304	304	GASB-87 L	USD	1	9/30/2025	User
kmcinnis 1	105	105	105	RECORD S	USD	1	9/30/2025	User

CONVERS	ENTERED	ACCOUNT	RECON_S	ENTERED	ACCOUNT	ACCT_SU	ACCT_SU	ACCT_SU
User	1782.36	1782.36	Unreconciled			0	1782.36	0
User			Unreconcil	1561.17	1561.17	1561.17	0	0
User			Unreconcil	212.94	212.94	212.94	0	0
User	2225.28	2225.28	Unreconciled			0	2225.28	0
User			Unreconcil	1885.36	1885.36	1885.36	0	0
User			Unreconcil	333.77	333.77	333.77	0	0
User	3564.72	3564.72	Unreconciled			0	3564.72	0
User			Unreconcil	3058.8	3058.8	3058.8	0	0
User			Unreconcil	487.54	487.54	487.54	0	0
User	1530.12	1530.12	Unreconciled			0	1530.12	0
User			Unreconcil	1338.78	1338.78	1338.78	0	0
User			Unreconcil	184.24	184.24	184.24	0	0
User	1773.96	1773.96	Unreconciled			0	1773.96	0
User			Unreconcil	1430.41	1430.41	1430.41	0	0
User			Unreconcil	337.89	337.89	337.89	0	0
User	12592.15	12592.15	Unreconciled			0	12592.15	0
User	5396.22	5396.22	Unreconciled			0	5396.22	0
User			Unreconcil	12592.15	12592.15	12592.15	0	0
User			Unreconcil	4711.1	4711.1	4711.1	0	0
User			Unreconcil	697.19	697.19	697.19	0	0
User	8412.24	8412.24	Unreconciled			0	8412.24	0
User			Unreconcil	7930.02	7930.02	7930.02	0	0

User			Unreconcil	447.2	447.2	447.2	0	0
User	6178.8	6178.8	Unreconciled			0	6178.8	0
User			Unreconcil	4707.15	4707.15	4707.15	0	0
User			Unreconcil	1451.57	1451.57	1451.57	0	0
User	1173.12	1173.12	Unreconciled			0	1173.12	0
User			Unreconcil	919.6	919.6	919.6	0	0
User			Unreconcil	251.39	251.39	251.39	0	0
User	1031.47	1031.47	Unreconciled			0	1031.47	0
User	19500	19500	Unreconciled			0	19500	0
User			Unreconcil	1003.05	1003.05	1003.05	0	0
User			Unreconcil	16453.05	16453.05	16453.05	0	0
User			Unreconcil	28.42	28.42	28.42	0	0
User			Unreconcil	1679.28	1679.28	1679.28	0	0
User	1259.4	1259.4	Unreconciled			0	1259.4	0
User			Unreconcil	946.18	946.18	946.18	0	0
User			Unreconcil	309.69	309.69	309.69	0	0
User	2346.24	2346.24	Unreconciled			0	2346.24	0
User			Unreconcil	1839.2	1839.2	1839.2	0	0
User			Unreconcil	503.2	503.2	503.2	0	0
User	17892.91	17892.91	Unreconciled			0	17892.91	0
User			Unreconcil	16039.14	16039.14	16039.14	0	0
User			Unreconcil	1390.33	1390.33	1390.33	0	0

User	3322.96	3322.96	Unreconciled			0	3322.96	0
User	967.08	967.08	Unreconciled			0	967.08	0
User			Unreconcil	3322.96	3322.96	3322.96	0	0
User			Unreconcil	751.11	751.11	751.11	0	0
User			Unreconcil	232.32	232.32	232.32	0	0
User	5405.92	5405.92	Unreconciled			0	5405.92	0
User	104726.9	104726.9	Unreconciled			0	104726.9	0
User	39268.55	39268.55	Unreconciled			0	39268.55	0
User			Unreconcil	5405.92	5405.92	5405.92	0	0
User			Unreconcil	95919.72	95919.72	95919.72	0	0
User			Unreconcil	34547.36	34547.36	34547.36	0	0
User			Unreconcil	8159.37	8159.37	8159.37	0	0
User			Unreconcil	2579.5	2579.5	2579.5	0	0
User	1773.96	1773.96	Unreconciled			0	1773.96	0
User			Unreconcil	1579.84	1579.84	1579.84	0	0
User			Unreconcil	185.74	185.74	185.74	0	0
User	527.88	527.88	Unreconciled			0	527.88	0
User			Unreconcil	459.84	459.84	459.84	0	0
User			Unreconcil	65.59	65.59	65.59	0	0
User	11768.71	11768.71	Unreconciled			0	11768.71	0
User	47049.82	47049.82	Unreconciled			0	47049.82	0
User	1980.23	1980.23	Unreconciled			0	1980.23	0

User	19500	19500	Unreconciled			0	19500	0
User			Unreconcil	11768.71	11768.71	11768.71	0	0
User			Unreconcil	47049.82	47049.82	47049.82	0	0
User			Unreconcil	1565.76	1565.76	1565.76	0	0
User			Unreconcil	19500	19500	19500	0	0
User			Unreconcil	422.85	422.85	422.85	0	0
User			Unreconcil	161.54	161.54	161.54	0	0
User	52992.33	52992.33	Unreconciled			0	52992.33	0
User	1832.4	1832.4	Unreconciled			0	1832.4	0
User	98173.36	98173.36	Unreconciled			0	98173.36	0
User			Unreconcil	52992.33	52992.33	52992.33	0	0
User			Unreconcil	1602.7	1602.7	1602.7	0	0
User			Unreconcil	91726.57	91726.57	91726.57	0	0
User			Unreconcil	221.21	221.21	221.21	0	0
User			Unreconcil	1316.83	1316.83	1316.83	0	0
User	72000	72000	Unreconciled			0	72000	0
User			Unreconcil	65020.33	65020.33	65020.33	0	0
User			Unreconcil	6540.56	6540.56	6540.56	0	0
User	1782.36	1782.36	Unreconciled			0	1782.36	0
User			Unreconcil	1673.68	1673.68	1673.68	0	0
User			Unreconcil	107.65	107.65	107.65	0	0
User	1621.92	1621.92	Unreconciled			0	1621.92	0

User			Unreconcil	1397.46	1397.46	1397.46	0	0
User			Unreconcil	217.06	217.06	217.06	0	0
User	15569.56	15569.56	Unreconciled			0	15569.56	0
User	102558.6	102558.6	Unreconciled			0	102558.6	0
User	3517.31	3517.31	Unreconciled			0	3517.31	0
User	36639.4	36639.4	Unreconciled			0	36639.4	0
User			Unreconcil	15569.56	15569.56	15569.56	0	0
User			Unreconcil	102558.6	102558.6	102558.6	0	0
User			Unreconcil	3386.49	3386.49	3386.49	0	0
User			Unreconcil	36639.4	36639.4	36639.4	0	0
User			Unreconcil	188.23	188.23	188.23	0	0
User			Unreconcil	325.66	325.66	325.66	0	0
User	928.92	928.92	Unreconciled			0	928.92	0
User			Unreconcil	857.02	857.02	857.02	0	0
User			Unreconcil	68.12	68.12	68.12	0	0
User	1174.44	1174.44	Unreconciled			0	1174.44	0
User			Unreconcil	1088.54	1088.54	1088.54	0	0
User			Unreconcil	81.1	81.1	81.1	0	0
User	290.28	290.28	Unreconciled			0	290.28	0
User			Unreconcil	267.83	267.83	267.83	0	0
User			Unreconcil	21.28	21.28	21.28	0	0
User	5161.91	5161.91	Unreconciled			0	5161.91	0

User	1538.69	1538.69	Unreconciled			0	1538.69	0
User			Unreconcil	5161.91	5161.91	5161.91	0	0
User			Unreconcil	1213.91	1213.91	1213.91	0	0
User			Unreconcil	328.19	328.19	328.19	0	0
User	5911.8	5911.8	Unreconciled			0	5911.8	0
User			Unreconcil	5044.38	5044.38	5044.38	0	0
User			Unreconcil	846.27	846.27	846.27	0	0
User	3977.4	3977.4	Unreconciled			0	3977.4	0
User			Unreconcil	3479.99	3479.99	3479.99	0	0
User			Unreconcil	478.94	478.94	478.94	0	0
User	15210.7	15210.7	Unreconciled			0	15210.7	0
User	17991.72	17991.72	Unreconciled			0	17991.72	0
User	1828.05	1828.05	Unreconciled			0	1828.05	0
User	65241.52	65241.52	Unreconciled			0	65241.52	0
User			Unreconcil	15210.7	15210.7	15210.7	0	0
User			Unreconcil	17991.72	17991.72	17991.72	0	0
User			Unreconcil	1462.99	1462.99	1462.99	0	0
User			Unreconcil	61314.25	61314.25	61314.25	0	0
User			Unreconcil	373.53	373.53	373.53	0	0
User			Unreconcil	2677.75	2677.75	2677.75	0	0
User	467880	467880	Unreconciled			0	467880	0
User			Unreconcil	422513.1	422513.1	422513.1	0	0

User			Unreconcil	43134.48	43134.48	43134.48	0	0
User	1431.12	1431.12	Unreconciled			0	1431.12	0
User			Unreconcil	1212.82	1212.82	1212.82	0	0
User			Unreconcil	210.1	210.1	210.1	0	0
User	25668.37	25668.37	Unreconciled			0	25668.37	0
User	2527.56	2527.56	Unreconciled			0	2527.56	0
User			Unreconcil	25668.37	25668.37	25668.37	0	0
User			Unreconcil	1926.19	1926.19	1926.19	0	0
User			Unreconcil	1978.6	1978.6	1978.6	0	0
User	25668.37	25668.37	Unreconciled			0	25668.37	0
User	2527.56	2527.56	Unreconciled			0	2527.56	0
User			Unreconcil	25668.37	25668.37	25668.37	0	0
User			Unreconcil	1926.19	1926.19	1926.19	0	0
User			Unreconcil	1978.6	1978.6	1978.6	0	0
User	1071.96	1071.96	Unreconciled			0	1071.96	0
User			Unreconcil	834.55	834.55	834.55	0	0
User			Unreconcil	236.83	236.83	236.83	0	0
User	2186.52	2186.52	Unreconciled			0	2186.52	0
User			Unreconcil	1713.92	1713.92	1713.92	0	0
User			Unreconcil	467.02	467.02	467.02	0	0
User	1071.96	1071.96	Unreconciled			0	1071.96	0
User			Unreconcil	828.52	828.52	828.52	0	0

User			Unreconcil	239.38	239.38	239.38	0	0
User	346972.8	346972.8	Unreconciled			0	346972.8	0
User	412154.6	412154.6	Unreconciled			0	412154.6	0
User			Unreconcil	346972.8	346972.8	346972.8	0	0
User			Unreconcil	169347	169347	169347	0	0
User			Unreconcil	243719.3	243719.3	243719.3	0	0
User	11963.44	11963.44	Unreconciled			0	11963.44	0
User	13631.48	13631.48	Unreconciled			0	13631.48	0
User	88514	88514	Unreconciled			0	88514	0
User			Unreconcil	11963.44	11963.44	11963.44	0	0
User			Unreconcil	12161.15	12161.15	12161.15	0	0
User			Unreconcil	81542.95	81542.95	81542.95	0	0
User			Unreconcil	1493.14	1493.14	1493.14	0	0
User			Unreconcil	4440.12	4440.12	4440.12	0	0
User	31008.01	31008.01	Unreconciled			0	31008.01	0
User	215567.4	215567.4	Unreconciled			0	215567.4	0
User			Unreconcil	31008.01	31008.01	31008.01	0	0
User			Unreconcil	186731.9	186731.9	186731.9	0	0
User			Unreconcil	17411.08	17411.08	17411.08	0	0
User	58296.75	58296.75	Unreconciled			0	58296.75	0
User	21178.99	21178.99	Unreconciled			0	21178.99	0
User			Unreconcil	58296.75	58296.75	58296.75	0	0

User			Unreconcil	17880.52	17880.52	17880.52	0	0
User			Unreconcil	45.42	45.42	3449.76	0	0
User			Unreconcil	3404.34	3404.34	3449.76	0	0
User	136745.5	136745.5	Unreconciled			0	136745.5	0
User	50104	50104	Unreconciled			0	50104	0
User			Unreconcil	136745.5	136745.5	136745.5	0	0
User			Unreconcil	41595.68	41595.68	41595.68	0	0
User			Unreconcil	9113.12	9113.12	9113.12	0	0
User	22229.95	22229.95	Unreconciled			0	22229.95	0
User	48335.78	48335.78	Unreconciled			0	48335.78	0
User	35893	35893	Unreconciled			0	35893	0
User			Unreconcil	22229.95	22229.95	22229.95	0	0
User			Unreconcil	43532.57	43532.57	43532.57	0	0
User			Unreconcil	30285.09	30285.09	30285.09	0	0
User			Unreconcil	4668.79	4668.79	4668.79	0	0
User			Unreconcil	3386.1	3386.1	3386.1	0	0
User	7524	7524	Unreconciled			0	7524	0
User			Unreconcil	7068.01	7068.01	7068.01	0	0
User			Unreconcil	1.29	1.29	1.29	0	0
User	208293.4	208293.4	Unreconciled			0	208293.4	0
User			Unreconcil	169117.2	169117.2	169117.2	0	0
User			Unreconcil	38034.06	38034.06	38034.06	0	0

User	12631.44	12631.44	Unreconciled			0	12631.44	0
User			Unreconcil	9225.68	9225.68	9225.68	0	0
User			Unreconcil	3390.55	3390.55	3390.55	0	0
User	21371.7	21371.7	Unreconciled			0	21371.7	0
User			Unreconcil	18032.6	18032.6	18032.6	0	0
User			Unreconcil	2016.18	2016.18	2016.18	0	0
User	28833.07	28833.07	Unreconciled			0	28833.07	0
User	7775.9	7775.9	Unreconciled			0	7775.9	0
User			Unreconcil	28833.07	28833.07	28833.07	0	0
User			Unreconcil	6050.96	6050.96	6050.96	0	0
User			Unreconcil	1847.45	1847.45	1847.45	0	0
User	6257.62	6257.62	Unreconciled			0	6257.62	0
User			Unreconcil	5801.94	5801.94	5801.94	0	0
User			Unreconcil	443.34	443.34	443.34	0	0
User	3490.8	3490.8	Unreconciled			0	3490.8	0
User			Unreconcil	2660.06	2660.06	2660.06	0	0
User			Unreconcil	823.93	823.93	823.93	0	0
User	1218.96	1218.96	Unreconciled			0	1218.96	0
User			Unreconcil	1066.34	1066.34	1066.34	0	0
User			Unreconcil	146.97	146.97	146.97	0	0
User	3322.96	3322.96	Unreconciled			0	3322.96	0
User	2741.04	2741.04	Unreconciled			0	2741.04	0

User	31168.55	31168.55	Unreconciled			0	31168.55	0
User			Unreconcil	3322.96	3322.96	3322.96	0	0
User			Unreconcil	2376.35	2376.35	2376.35	0	0
User			Unreconcil	27323.41	27323.41	27323.41	0	0
User			Unreconcil	373.87	373.87	373.87	0	0
User			Unreconcil	1844	1844	1844	0	0
User	114316.5	114316.5	Unreconciled			0	114316.5	0
User	5405.92	5405.92	Unreconciled			0	5405.92	0
User	48654.72	48654.72	Unreconciled			0	48654.72	0
User	8100	8100	Unreconciled			0	8100	0
User			Unreconcil	114316.5	114316.5	114316.5	0	0
User			Unreconcil	5405.92	5405.92	5405.92	0	0
User			Unreconcil	39512.28	39512.28	39512.28	0	0
User			Unreconcil	7223.95	7223.95	7223.95	0	0
User			Unreconcil	9722.93	9722.93	9722.93	0	0
User			Unreconcil	735.5	735.5	735.5	0	0
User	853.92	853.92	Unreconciled			0	853.92	0
User			Unreconcil	768.64	768.64	768.64	0	0
User			Unreconcil	81.19	81.19	81.19	0	0
User	2725.56	2725.56	Unreconciled			0	2725.56	0
User	10263.8	10263.8	Unreconciled			0	10263.8	0
User			Unreconcil	2426.55	2426.55	2426.55	0	0

User			Unreconcil	8898.26	8898.26	8898.26	0	0
User			Unreconcil	286.13	286.13	286.13	0	0
User			Unreconcil	1057.07	1057.07	1057.07	0	0
User	101213.5	101213.5	Unreconciled			0	101213.5	0
User			Unreconcil	43402.85	43402.85	43402.85	0	0
User			Unreconcil	54487.08	54487.08	54487.08	0	0
User	853.92	853.92	Unreconciled			0	853.92	0
User			Unreconcil	768.64	768.64	768.64	0	0
User			Unreconcil	81.19	81.19	81.19	0	0
User	527.88	527.88	Unreconciled			0	527.88	0
User			Unreconcil	459.84	459.84	459.84	0	0
User			Unreconcil	65.59	65.59	65.59	0	0
User	46098.78	46098.78	Unreconciled			0	46098.78	0
User			Unreconcil	44551.32	44551.32	44551.32	0	0
User			Unreconcil	1400.31	1400.31	1400.31	0	0
User	30164.65	30164.65	Unreconciled			0	30164.65	0
User	8173.64	8173.64	Unreconciled			0	8173.64	0
User			Unreconcil	30164.65	30164.65	30164.65	0	0
User			Unreconcil	6785.04	6785.04	6785.04	0	0
User			Unreconcil	1511.23	1511.23	1511.23	0	0
User	7445.02	7445.02	Unreconciled			0	7445.02	0
User	1992.14	1992.14	Unreconciled			0	1992.14	0

User			Unreconcil	7445.02	7445.02	7445.02	0	0
User			Unreconcil	1880.58	1880.58	1880.58	0	0
User			Unreconcil	131.7	131.7	131.7	0	0
User	10500	10500	Unreconciled			0	10500	0
User			Unreconcil	9937.78	9937.78	9937.78	0	0
User			Unreconcil	193.95	193.95	193.95	0	0
User	4296.96	4296.96	Unreconciled			0	4296.96	0
User			Unreconcil	4067.17	4067.17	4067.17	0	0
User			Unreconcil	211.85	211.85	211.85	0	0
User	5784.23	5784.23	Unreconciled			0	5784.23	0
User	1939	1939	Unreconciled			0	1939	0
User	23255.08	23255.08	Unreconciled			0	23255.08	0
User			Unreconcil	5784.23	5784.23	5784.23	0	0
User			Unreconcil	1583.18	1583.18	1583.18	0	0
User			Unreconcil	21714.8	21714.8	21714.8	0	0
User			Unreconcil	357.67	357.67	357.67	0	0
User			Unreconcil	794.81	794.81	794.81	0	0
User	3351	3351	Unreconciled			0	3351	0
User			Unreconcil	2571.9	2571.9	2571.9	0	0
User			Unreconcil	765.33	765.33	765.33	0	0
User	6059.93	6059.93	Unreconciled			0	6059.93	0
User	4133.08	4133.08	Unreconciled			0	4133.08	0

User			Unreconcil	6059.93	6059.93	6059.93	0	0
User			Unreconcil	3393.19	3393.19	3393.19	0	0
User			Unreconcil	751.78	751.78	751.78	0	0
User	5917.65	5917.65	Unreconciled			0	5917.65	0
User	2280.32	2280.32	Unreconciled			0	2280.32	0
User			Unreconcil	5917.65	5917.65	5917.65	0	0
User			Unreconcil	1938.23	1938.23	1938.23	0	0
User			Unreconcil	363.04	363.04	363.04	0	0
User	1521.6	1521.6	Unreconciled			0	1521.6	0
User			Unreconcil	1348.57	1348.57	1348.57	0	0
User			Unreconcil	165.88	165.88	165.88	0	0
User	5988.6	5988.6	Unreconciled			0	5988.6	0
User	2137.8	2137.8	Unreconciled			0	2137.8	0
User			Unreconcil	5988.6	5988.6	5988.6	0	0
User			Unreconcil	1779.53	1779.53	1779.53	0	0
User			Unreconcil	362.89	362.89	362.89	0	0
User	6721.24	6721.24	Unreconciled			0	6721.24	0
User	2836.51	2836.51	Unreconciled			0	2836.51	0
User			Unreconcil	6721.24	6721.24	6721.24	0	0
User			Unreconcil	2345.26	2345.26	2345.26	0	0
User			Unreconcil	499.69	499.69	499.69	0	0
User	301220.3	301220.3	Unreconciled			0	301220.3	0

User	284686.7	284686.7	Unreconciled			0	284686.7	0
User			Unreconcil	301220.3	301220.3	301220.3	0	0
User			Unreconcil	257643	257643	257643	0	0
User			Unreconcil	24589.1	24589.1	24589.1	0	0
User	1773.96	1773.96	Unreconciled			0	1773.96	0
User	95000	95000	Unreconciled			0	95000	0
User			Unreconcil	1371.04	1371.04	1371.04	0	0
User			Unreconcil	396.84	396.84	396.84	0	0
User	5976	5976	Unreconciled			0	5976	0
User	421948.9	421948.9	Unreconciled			0	421948.9	0
User			Unreconcil	4912.59	4912.59	4912.59	0	0
User			Unreconcil	394977.7	394977.7	394977.7	0	0
User			Unreconcil	1054.96	1054.96	1054.96	0	0
User			Unreconcil	19513.68	19513.68	19513.68	0	0

ACCT_SUI	LEDGER_	LEDGER_	LEDGER_	LEDGER_	LIST_COM	LIST_VAT_	LEDGER_	INCLUDE_
0	4631040	4770271	0	0			Polk Count	No

0	4631040	4770271	0	0	Polk Count	No

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0	4631040	4770271	0	0	Polk Count	No
0	4631040	4770271	0	0	Polk Count	No

INCLUDE_	INCLUDE_	INCLUDE_	BALANCE_	FILTER_C	FILTER_C	net
No	No	No	Actual	Account Account	3890010 and	-1782.36
No	No	No	Actual	Account Account	3890010 and	1561.17
No	No	No	Actual	Account Account	3890010 and	212.94
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No	No	No	Actual	Account Account	3890010 and	333.77
No	No	No	Actual	Account Account	3890010 and	-3564.72
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No	No	No	Actual	Account Account	3890010 and	1430.41
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No	No	No	Actual	Account Account	3890010 and	-8412.24
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No	No	No	Actual	Account Account	3890010 and	1451.57
No	No	No	Actual	Account Account	3890010 and	-1173.12
No	No	No	Actual	Account Account	3890010 and	919.6
No	No	No	Actual	Account Account	3890010 and	251.39
No	No	No	Actual	Account Account	3890010 and	-1031.47
No	No	No	Actual	Account Account	3890010 and	-19500
No	No	No	Actual	Account Account	3890010 and	1003.05
No	No	No	Actual	Account Account	3890010 and	16453.05
No	No	No	Actual	Account Account	3890010 and	28.42
No	No	No	Actual	Account Account	3890010 and	1679.28
No	No	No	Actual	Account Account	3890010 and	-1259.4
No	No	No	Actual	Account Account	3890010 and	946.18
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No	No	No	Actual	Account Account	3890010 and	-2346.24
No	No	No	Actual	Account Account	3890010 and	1839.2
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No	No	No	Actual	Account Account	3890010 and	-11768.7
No	No	No	Actual	Account Account	3890010 and	-47049.8
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No	No	No	Actual	Account Account	3890010 and	-290.28
No	No	No	Actual	Account Account	3890010 and	267.83
No	No	No	Actual	Account Account	3890010 and	21.28
No	No	No	Actual	Account Account	3890010 and	-5161.91

No	No	No	Actual	Account Account	3890010 and	-1538.69
No	No	No	Actual	Account Account	3890010 and	5161.91
No	No	No	Actual	Account Account	3890010 and	1213.91
No	No	No	Actual	Account Account	3890010 and	328.19
No	No	No	Actual	Account Account	3890010 and	-5911.8
No	No	No	Actual	Account Account	3890010 and	5044.38
No	No	No	Actual	Account Account	3890010 and	846.27
No	No	No	Actual	Account Account	3890010 and	-3977.4
No	No	No	Actual	Account Account	3890010 and	3479.99
No	No	No	Actual	Account Account	3890010 and	478.94
No	No	No	Actual	Account Account	3890010 and	-15210.7
No	No	No	Actual	Account Account	3890010 and	-17991.7
No	No	No	Actual	Account Account	3890010 and	-1828.05
No	No	No	Actual	Account Account	3890010 and	-65241.5
No	No	No	Actual	Account Account	3890010 and	15210.7
No	No	No	Actual	Account Account	3890010 and	17991.72
No	No	No	Actual	Account Account	3890010 and	1462.99
No	No	No	Actual	Account Account	3890010 and	61314.25
No	No	No	Actual	Account Account	3890010 and	373.53
No	No	No	Actual	Account Account	3890010 and	2677.75
No	No	No	Actual	Account Account	3890010 and	-467880
No	No	No	Actual	Account Account	3890010 and	422513.1

No	No	No	Actual	Account Account	3890010 and	43134.48
No	No	No	Actual	Account Account	3890010 and	-1431.12
No	No	No	Actual	Account Account	3890010 and	1212.82
No	No	No	Actual	Account Account	3890010 and	210.1
No	No	No	Actual	Account Account	3890010 and	-25668.4
No	No	No	Actual	Account Account	3890010 and	-2527.56
No	No	No	Actual	Account Account	3890010 and	25668.37
No	No	No	Actual	Account Account	3890010 and	1926.19
No	No	No	Actual	Account Account	3890010 and	1978.6
No	No	No	Actual	Account Account	3890010 and	-25668.4
No	No	No	Actual	Account Account	3890010 and	-2527.56
No	No	No	Actual	Account Account	3890010 and	25668.37
No	No	No	Actual	Account Account	3890010 and	1926.19
No	No	No	Actual	Account Account	3890010 and	1978.6
No	No	No	Actual	Account Account	3890010 and	-1071.96
No	No	No	Actual	Account Account	3890010 and	834.55
No	No	No	Actual	Account Account	3890010 and	236.83
No	No	No	Actual	Account Account	3890010 and	-2186.52
No	No	No	Actual	Account Account	3890010 and	1713.92
No	No	No	Actual	Account Account	3890010 and	467.02
No	No	No	Actual	Account Account	3890010 and	-1071.96
No	No	No	Actual	Account Account	3890010 and	828.52

No	No	No	Actual	Account Account	3890010 and	239.38
No	No	No	Actual	Account Account	3890010 and	-346973
No	No	No	Actual	Account Account	3890010 and	-412155
No	No	No	Actual	Account Account	3890010 and	346972.8
No	No	No	Actual	Account Account	3890010 and	169347
No	No	No	Actual	Account Account	3890010 and	243719.3
No	No	No	Actual	Account Account	3890010 and	-11963.4
No	No	No	Actual	Account Account	3890010 and	-13631.5
No	No	No	Actual	Account Account	3890010 and	-88514
No	No	No	Actual	Account Account	3890010 and	11963.44
No	No	No	Actual	Account Account	3890010 and	12161.15
No	No	No	Actual	Account Account	3890010 and	81542.95
No	No	No	Actual	Account Account	3890010 and	1493.14
No	No	No	Actual	Account Account	3890010 and	4440.12
No	No	No	Actual	Account Account	3890010 and	-31008
No	No	No	Actual	Account Account	3890010 and	-215567
No	No	No	Actual	Account Account	3890010 and	31008.01
No	No	No	Actual	Account Account	3890010 and	186731.9
No	No	No	Actual	Account Account	3890010 and	17411.08
No	No	No	Actual	Account Account	3890010 and	-58296.8
No	No	No	Actual	Account Account	3890010 and	-21179
No	No	No	Actual	Account Account	3890010 and	58296.75

No	No	No	Actual	Account Account	3890010 and	17880.52
No	No	No	Actual	Account Account	3890010 and	45.42
No	No	No	Actual	Account Account	3890010 and	3404.34
No	No	No	Actual	Account Account	3890010 and	-136745
No	No	No	Actual	Account Account	3890010 and	-50104
No	No	No	Actual	Account Account	3890010 and	136745.5
No	No	No	Actual	Account Account	3890010 and	41595.68
No	No	No	Actual	Account Account	3890010 and	9113.12
No	No	No	Actual	Account Account	3890010 and	-22230
No	No	No	Actual	Account Account	3890010 and	-48335.8
No	No	No	Actual	Account Account	3890010 and	-35893
No	No	No	Actual	Account Account	3890010 and	22229.95
No	No	No	Actual	Account Account	3890010 and	43532.57
No	No	No	Actual	Account Account	3890010 and	30285.09
No	No	No	Actual	Account Account	3890010 and	4668.79
No	No	No	Actual	Account Account	3890010 and	3386.1
No	No	No	Actual	Account Account	3890010 and	-7524
No	No	No	Actual	Account Account	3890010 and	7068.01
No	No	No	Actual	Account Account	3890010 and	1.29
No	No	No	Actual	Account Account	3890010 and	-208293
No	No	No	Actual	Account Account	3890010 and	169117.2
No	No	No	Actual	Account Account	3890010 and	38034.06

No	No	No	Actual	Account Account	3890010 and	-12631.4
No	No	No	Actual	Account Account	3890010 and	9225.68
No	No	No	Actual	Account Account	3890010 and	3390.55
No	No	No	Actual	Account Account	3890010 and	-21371.7
No	No	No	Actual	Account Account	3890010 and	18032.6
No	No	No	Actual	Account Account	3890010 and	2016.18
No	No	No	Actual	Account Account	3890010 and	-28833.1
No	No	No	Actual	Account Account	3890010 and	-7775.9
No	No	No	Actual	Account Account	3890010 and	28833.07
No	No	No	Actual	Account Account	3890010 and	6050.96
No	No	No	Actual	Account Account	3890010 and	1847.45
No	No	No	Actual	Account Account	3890010 and	-6257.62
No	No	No	Actual	Account Account	3890010 and	5801.94
No	No	No	Actual	Account Account	3890010 and	443.34
No	No	No	Actual	Account Account	3890010 and	-3490.8
No	No	No	Actual	Account Account	3890010 and	2660.06
No	No	No	Actual	Account Account	3890010 and	823.93
No	No	No	Actual	Account Account	3890010 and	-1218.96
No	No	No	Actual	Account Account	3890010 and	1066.34
No	No	No	Actual	Account Account	3890010 and	146.97
No	No	No	Actual	Account Account	3890010 and	-3322.96
No	No	No	Actual	Account Account	3890010 and	-2741.04

No	No	No	Actual	Account Account	3890010 and	-31168.6
No	No	No	Actual	Account Account	3890010 and	3322.96
No	No	No	Actual	Account Account	3890010 and	2376.35
No	No	No	Actual	Account Account	3890010 and	27323.41
No	No	No	Actual	Account Account	3890010 and	373.87
No	No	No	Actual	Account Account	3890010 and	1844
No	No	No	Actual	Account Account	3890010 and	-114317
No	No	No	Actual	Account Account	3890010 and	-5405.92
No	No	No	Actual	Account Account	3890010 and	-48654.7
No	No	No	Actual	Account Account	3890010 and	-8100
No	No	No	Actual	Account Account	3890010 and	114316.5
No	No	No	Actual	Account Account	3890010 and	5405.92
No	No	No	Actual	Account Account	3890010 and	39512.28
No	No	No	Actual	Account Account	3890010 and	7223.95
No	No	No	Actual	Account Account	3890010 and	9722.93
No	No	No	Actual	Account Account	3890010 and	735.5
No	No	No	Actual	Account Account	3890010 and	-853.92
No	No	No	Actual	Account Account	3890010 and	768.64
No	No	No	Actual	Account Account	3890010 and	81.19
No	No	No	Actual	Account Account	3890010 and	-2725.56
No	No	No	Actual	Account Account	3890010 and	-10263.8
No	No	No	Actual	Account Account	3890010 and	2426.55

No	No	No	Actual	Account Account	3890010 and	8898.26
No	No	No	Actual	Account Account	3890010 and	286.13
No	No	No	Actual	Account Account	3890010 and	1057.07
No	No	No	Actual	Account Account	3890010 and	-101213
No	No	No	Actual	Account Account	3890010 and	43402.85
No	No	No	Actual	Account Account	3890010 and	54487.08
No	No	No	Actual	Account Account	3890010 and	-853.92
No	No	No	Actual	Account Account	3890010 and	768.64
No	No	No	Actual	Account Account	3890010 and	81.19
No	No	No	Actual	Account Account	3890010 and	-527.88
No	No	No	Actual	Account Account	3890010 and	459.84
No	No	No	Actual	Account Account	3890010 and	65.59
No	No	No	Actual	Account Account	3890010 and	-46098.8
No	No	No	Actual	Account Account	3890010 and	44551.32
No	No	No	Actual	Account Account	3890010 and	1400.31
No	No	No	Actual	Account Account	3890010 and	-30164.7
No	No	No	Actual	Account Account	3890010 and	-8173.64
No	No	No	Actual	Account Account	3890010 and	30164.65
No	No	No	Actual	Account Account	3890010 and	6785.04
No	No	No	Actual	Account Account	3890010 and	1511.23
No	No	No	Actual	Account Account	3890010 and	-7445.02
No	No	No	Actual	Account Account	3890010 and	-1992.14

No	No	No	Actual	Account Account	3890010 and	7445.02
No	No	No	Actual	Account Account	3890010 and	1880.58
No	No	No	Actual	Account Account	3890010 and	131.7
No	No	No	Actual	Account Account	3890010 and	-10500
No	No	No	Actual	Account Account	3890010 and	9937.78
No	No	No	Actual	Account Account	3890010 and	193.95
No	No	No	Actual	Account Account	3890010 and	-4296.96
No	No	No	Actual	Account Account	3890010 and	4067.17
No	No	No	Actual	Account Account	3890010 and	211.85
No	No	No	Actual	Account Account	3890010 and	-5784.23
No	No	No	Actual	Account Account	3890010 and	-1939
No	No	No	Actual	Account Account	3890010 and	-23255.1
No	No	No	Actual	Account Account	3890010 and	5784.23
No	No	No	Actual	Account Account	3890010 and	1583.18
No	No	No	Actual	Account Account	3890010 and	21714.8
No	No	No	Actual	Account Account	3890010 and	357.67
No	No	No	Actual	Account Account	3890010 and	794.81
No	No	No	Actual	Account Account	3890010 and	-3351
No	No	No	Actual	Account Account	3890010 and	2571.9
No	No	No	Actual	Account Account	3890010 and	765.33
No	No	No	Actual	Account Account	3890010 and	-6059.93
No	No	No	Actual	Account Account	3890010 and	-4133.08

No	No	No	Actual	Account Account	3890010 and	6059.93
No	No	No	Actual	Account Account	3890010 and	3393.19
No	No	No	Actual	Account Account	3890010 and	751.78
No	No	No	Actual	Account Account	3890010 and	-5917.65
No	No	No	Actual	Account Account	3890010 and	-2280.32
No	No	No	Actual	Account Account	3890010 and	5917.65
No	No	No	Actual	Account Account	3890010 and	1938.23
No	No	No	Actual	Account Account	3890010 and	363.04
No	No	No	Actual	Account Account	3890010 and	-1521.6
No	No	No	Actual	Account Account	3890010 and	1348.57
No	No	No	Actual	Account Account	3890010 and	165.88
No	No	No	Actual	Account Account	3890010 and	-5988.6
No	No	No	Actual	Account Account	3890010 and	-2137.8
No	No	No	Actual	Account Account	3890010 and	5988.6
No	No	No	Actual	Account Account	3890010 and	1779.53
No	No	No	Actual	Account Account	3890010 and	362.89
No	No	No	Actual	Account Account	3890010 and	-6721.24
No	No	No	Actual	Account Account	3890010 and	-2836.51
No	No	No	Actual	Account Account	3890010 and	6721.24
No	No	No	Actual	Account Account	3890010 and	2345.26
No	No	No	Actual	Account Account	3890010 and	499.69
No	No	No	Actual	Account Account	3890010 and	-301220

No	No	No	Actual	Account Account	3890010 and	-284687
No	No	No	Actual	Account Account	3890010 and	301220.3
No	No	No	Actual	Account Account	3890010 and	257643
No	No	No	Actual	Account Account	3890010 and	24589.1
No	No	No	Actual	Account Account	3890010 and	-1773.96
No	No	No	Actual	Account Account	3890010 and	-95000
No	No	No	Actual	Account Account	3890010 and	1371.04
No	No	No	Actual	Account Account	3890010 and	396.84
No	No	No	Actual	Account Account	3890010 and	-5976
No	No	No	Actual	Account Account	3890010 and	-421949
No	No	No	Actual	Account Account	3890010 and	4912.59
No	No	No	Actual	Account Account	3890010 and	394977.7
No	No	No	Actual	Account Account	3890010 and	1054.96
No	No	No	Actual	Account Account	3890010 and	19513.68

RESOLUTION No. 2025-____

WHEREAS, the Board of County Commissioners of Polk County, during the preparation of its FY 24/25 budget, did not anticipate additional revenues or expenditures across all funds affected by required Governmental Accounting Standards Board for (GASB 87) Leases; and (GASB 96) Subscription-Based Information Technology Arrangements (SBITAS), and

WHEREAS, the said funds will be received and are approved for specific purpose to the total amount of $1,469,358; and

WHEREAS, by virtue of the authority granted in Florida Statutes Chapter 129.06(2)(d) (e), this Board may amend its budget to include the receipt of such funds and to appropriate the expenditure of such additional costs;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, in regular session duly assembled, that the following amendments to the FY 24/25 budget of the Board of County Commissioners of Polk County are hereby adopted.

Revenue, All Funds

Total Revenues for the FY 24/25 budget year beginning October 1, 2024 as amended	$3,023,103,623
Additional increased revenues across all funds affected by GASB 87 to account 3890010	$ 768,989
Additional increased revenues across all funds affected by GASB 96 to account 3890011	$ 700,382
Revised estimated revenues:	$3,024,572,994

Appropriations, All Funds

Total Appropriations for the FY 24/25 budget year beginning October 1, 2024 as amended	$3,023,103,623
Additional appropriations across all funds Affected by GASB 87 and GASB 96	$1,469,371
Revised estimated appropriations:	$3,024,572,994

Adopted this _____ day of _____, 2025.

ATTEST:

STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

Polk County, a Political Subdivision of the State of Florida

By: _____
Chairperson

Amount TO	Fund	Cost Center	Account	Project	Area	TBD	ORIGINAL
16,604.00	00101	250523040	5771021	0000000	00	0000000	$ 16,453.05
1,830.00	00101	250523040	5772021	0000000	00	0000000	$ 1,679.28
34,698.00	00101	280526001	5771021	0000000	00	0000000	$ 34,547.36
2,730.00	00101	280526001	5772021	0000000	00	0000000	$ 2,579.50
19,650.00	00101	350571998	5771021	0000000	00	0000000	$ 19,500.00
312.00	00101	350571998	5772021	0000000	00	0000000	$ 161.54
91,877.00	00101	370512011	5771021	0000000	00	0000000	$ 91,726.57
1,467.00	00101	370512011	5772021	0000000	00	0000000	$ 1,316.83
65,171.00	00101	380513064	5771021	0000000	00	0000000	$ 65,020.33
6,691.00	00101	380513064	5772021	0000000	00	0000000	$ 6,540.56
36,790.00	00101	390513092	5771021	0000000	00	0000000	$ 36,639.40
476.00	00101	390513092	5772021	0000000	00	0000000	$ 325.66
61,465.00	00101	490515001	5771021	0000000	00	0000000	$ 61,314.25
2,828.00	00101	490515001	5772021	0000000	00	0000000	$ 2,677.75
81,693.00	00101	570519049	5771021	0000000	00	0000000	$ 81,542.95
4,591.00	00101	570519049	5772021	0000000	00	0000000	$ 4,440.12
186,882.00	00101	930516019	5771021	0000000	00	0000000	$ 186,731.93
17,562.00	00101	930516019	5772021	0000000	00	0000000	$ 17,411.08
41,746.00	00101	930516050	5771021	0000000	00	0000000	$ 41,595.68
9,264.00	00101	930516050	5772021	0000000	00	0000000	$ 9,113.12
30,436.00	00101	940516044	5771021	0000000	00	0000000	$ 30,285.09
3,537.00	00101	940516044	5772021	0000000	00	0000000	$ 3,386.10
7,219.00	00101	950516042	5771021	0000000	00	0000000	$ 7,068.01
152.00	00101	950516042	5772021	0000000	00	0000000	$ 1.29
18,183.00	00161	990513010	5771021	0000000	00	0000000	$ 18,032.60
2,167.00	00161	990513010	5772021	0000000	00	0000000	$ 2,016.18
27,474.00	12191	290522010	5771021	0000000	00	0000000	$ 27,323.41
1,994.00	12191	290522010	5772021	0000000	00	0000000	$ 1,844.00
7,374.00	12191	290522012	5771021	0000000	00	0000000	$ 7,223.95
886.00	12191	290522012	5772021	0000000	00	0000000	$ 735.50
9,049.00	12191	290522019	5771021	0000000	00	0000000	$ 8,898.26
1,208.00	12191	290522019	5772021	0000000	00	0000000	$ 1,057.07
43,553.00	12244	350571101	5771021	0000000	00	0000000	$ 43,402.85
54,638.00	12244	350571101	5772021	0000000	00	0000000	$ 54,487.08
10,088.00	14491	260562021	5771021	0000000	00	0000000	$ 9,937.78
344.00	14491	260562021	5772021	0000000	00	0000000	$ 193.95
21,865.00	14932	350151001	5771021	0000000	00	0000000	$ 21,714.80
945.00	14932	350151001	5772021	0000000	00	0000000	$ 794.81
257,793.00	14971	540541095	5771021	0000000	00	0000000	$ 257,642.98
24,740.00	14971	540541095	5772021	0000000	00	0000000	$ 24,589.10
395,128.00	15312	450524020	5771021	0000000	00	0000000	$ 394,977.72
19,664.00	15312	450524020	5772021	0000000	00	0000000	$ 19,513.68
$ 1,622,764.00							$ 1,616,443.17

ROUNDED	ADDED 150
16,454.00	16,604.00
1,680.00	1,830.00
34,548.00	34,698.00
2,580.00	2,730.00
19,500.00	19,650.00
162.00	312.00
91,727.00	91,877.00
1,317.00	1,467.00
65,021.00	65,171.00
6,541.00	6,691.00
36,640.00	36,790.00
326.00	476.00
61,315.00	61,465.00
2,678.00	2,828.00
81,543.00	81,693.00
4,441.00	4,591.00
186,732.00	186,882.00
17,412.00	17,562.00
41,596.00	41,746.00
9,114.00	9,264.00
30,286.00	30,436.00
3,387.00	3,537.00
7,069.00	7,219.00
2.00	152.00
18,033.00	18,183.00
2,017.00	2,167.00
27,324.00	27,474.00
1,844.00	1,994.00
7,224.00	7,374.00
736.00	886.00
8,899.00	9,049.00
1,058.00	1,208.00
43,403.00	43,553.00
54,488.00	54,638.00
9,938.00	10,088.00
194.00	344.00
21,715.00	21,865.00
795.00	945.00
257,643.00	257,793.00
24,590.00	24,740.00
394,978.00	395,128.00
19,514.00	19,664.00
$ 1,616,464.00	$ 1,622,764.00

BUDGET AMENDMENT REQUEST
(for budget transfers and/or unbudgeted expenses)

Date 11/18/2025
Parent Fund All Funds
Department/Division Budget & Management Services
BoCC Date 11/18/2025

Request for the following transfer be made for the reason(s) stated:

	Amount		Cost				
	FROM	Fund	Center	Account	Project	Area	TBD
	1,824.00	00101	100512014	5359000	0000000	00	0000000
	2,069.00	00101	150512018	5359000	0000000	00	0000000
	5,710.00	00101	160512012	5359000	0000000	00	0000000
	8,679.00	00101	220537010	5359000	0000000	00	0000000
	6,460.00	00101	230564900	5359000	0000000	00	0000000
	1,472.00	00101	250523020	5359000	0000000	00	0000000
	1,333.00	00101	250523040	5359000	0000000	00	0000000
	1,557.00	00101	260553000	5359000	0000000	00	0000000
	2,644.00	00101	260562040	5359000	0000000	00	0000000
	17,731.00	00101	270527010	5359000	0000000	00	0000000
	1,285.00	00101	280526000	5359000	0000000	00	0000000
	104,380.00	00101	280526001	5359000	0000000	00	0000000
	2,066.00	00101	280526004	5359000	0000000	00	0000000
	826.00	00101	300564857	5359000	0000000	00	0000000
	2,289.00	00101	350571998	5359000	0000000	00	0000000
	2,125.00	00101	370512011	5359000	0000000	00	0000000
	2,082.00	00101	380513065	5359000	0000000	00	0000000
	1,916.00	00101	380513066	5359000	0000000	00	0000000
	3,876.00	00101	390513092	5359000	0000000	00	0000000
	1,227.00	00101	400513046	5359000	0000000	00	0000000
	1,471.00	00101	400513047	5359000	0000000	00	0000000
	590.00	00101	400513048	5359000	0000000	00	0000000
	1,843.00	00101	400513053	5359000	0000000	00	0000000
	6,192.00	00101	440515000	5359000	0000000	00	0000000
	4,259.00	00101	450524030	5359000	0000000	00	0000000
	2,137.00	00101	490515001	5359000	0000000	00	0000000
	465,949.00	00101	530125005	5359000	0000000	00	0000000
	1,724.00	00101	540541055	5359000	0000000	00	0000000
	4,206.00	00101	560125007	5359000	0000000	00	0000000
	4,206.00	00101	560125008	5359000	0000000	00	0000000
	1,372.00	00101	560537030	5359000	0000000	00	0000000
	2,482.00	00101	560537054	5359000	0000000	00	0000000
	1,369.00	00101	560562050	5359000	0000000	00	0000000
	413,367.00	00101	570519039	5359000	0000000	00	0000000
	13,956.00	00101	570519049	5359000	0000000	00	0000000
	21,631.00	00101	930516020	5359000	0000000	00	0000000
	48,502.00	00101	940516044	5359000	0000000	00	0000000
	207,453.00	00101	980521010	5359000	0000000	00	0000000
	2,075.00	00101	010511010	5359000	0000000	00	0000000
	2,520.00	00101	080514010	5359000	0000000	00	0000000
	3,847.00	00101	090512010	5359000	0000000	00	0000000
	12,917.00	00150	910519010	5359000	0000000	00	0000000
	8,199.00	10103	530541067	5359000	0000000	00	0000000
	6,546.00	10240	340553032	5359000	0000000	00	0000000
	3,785.00	12161	130552011	5359000	0000000	00	0000000
	1,514.00	12161	130552034	5359000	0000000	00	0000000
	3,051.00	12191	290522010	5359000	0000000	00	0000000
	49,536.00	12191	290522012	5359000	0000000	00	0000000
	3,014.00	12191	290522016	5359000	0000000	00	0000000
	1,151.00	12191	290522019	5359000	0000000	00	0000000
	1,151.00	14351	300529114	5359000	0000000	00	0000000

	826.00	14371	300539115	5359000	0000000	00	0000000
	46,253.00	14391	300525117	5359000	0000000	00	0000000
	8,598.00	14491	260561039	5359000	0000000	00	0000000
	2,313.00	14491	260562020	5359000	0000000	00	0000000
	4,580.00	14491	260567083	5359000	0000000	00	0000000
	2,242.00	14932	350151001	5359000	0000000	00	0000000
	3,638.00	14932	350572116	5359000	0000000	00	0000000
	4,446.00	14971	520541052	5359000	0000000	00	0000000
	2,603.00	14971	540541034	5359000	0000000	00	0000000
	1,815.00	14971	540541037	5359000	0000000	00	0000000
	2,443.00	14971	540541039	5359000	0000000	00	0000000
	3,146.00	14971	540541056	5359000	0000000	00	0000000
	2,069.00	15011	560537041	5359000	0000000	00	0000000
	6,268.00	15312	450524020	5359000	0000000	00	0000000
				5359000	0000000	00	0000000
TOTAL	**1,564,806.00**						

	Amount		Cost				
	TO	Fund	Center	Account	Project	Area	TBD
	1,864.00	00101	560537054	5771020	0000000	00	0000000
	618.00	00101	560537054	5772020	0000000	00	0000000
	979.00	00101	560562050	5771020	0000000	00	0000000
	390.00	00101	560562050	5772020	0000000	00	0000000
	169,497.00	00101	570519039	5771020	0000000	00	0000000
	243,870.00	00101	570519039	5772020	0000000	00	0000000
	12,312.00	00101	570519049	5771020	0000000	00	0000000
	1,644.00	00101	570519049	5772020	0000000	00	0000000
	18,031.00	00101	930516020	5771020	0000000	00	0000000
	3,600.00	00101	930516020	5772020	0000000	00	0000000
	43,683.00	00101	940516044	5771020	0000000	00	0000000
	4,819.00	00101	940516044	5772020	0000000	00	0000000
	169,268.00	00101	980521010	5771020	0000000	00	0000000
	38,185.00	00101	980521010	5772020	0000000	00	0000000
	1,712.00	00101	010511010	5771020	0000000	00	0000000
	363.00	00101	010511010	5772020	0000000	00	0000000
	2,036.00	00101	080514010	5771020	0000000	00	0000000
	484.00	00101	080514010	5772020	0000000	00	0000000
	3,209.00	00101	090512010	5771020	0000000	00	0000000
	638.00	00101	090512010	5772020	0000000	00	0000000
	9,376.00	00101	910519010	5771020	0000000	00	0000000
	3,541.00	00101	910519010	5772020	0000000	00	0000000
	6,201.00	10103	530541067	5771020	0000000	00	0000000
	1,998.00	10103	530541067	5772020	0000000	00	0000000
	5,952.00	10240	340553032	5771020	0000000	00	0000000
	594.00	10240	340553032	5772020	0000000	00	0000000
	2,811.00	12161	130552011	5771020	0000000	00	0000000
	974.00	12161	130552011	5772020	0000000	00	0000000
	1,217.00	12161	130552034	5771020	0000000	00	0000000
	297.00	12161	130552034	5772020	0000000	00	0000000
	2,527.00	12191	290522010	5771020	0000000	00	0000000
	524.00	12191	290522010	5772020	0000000	00	0000000
	39,663.00	12191	290522012	5771020	0000000	00	0000000
	9,873.00	12191	290522012	5772020	0000000	00	0000000
	2,577.00	12191	290522019	5771020	0000000	00	0000000
	437.00	12191	290522019	5772020	0000000	00	0000000
	919.00	12191	290522016	5771020	0000000	00	0000000
	232.00	12191	290522016	5772020	0000000	00	0000000
	919.00	14351	300529114	5771020	0000000	00	0000000
	232.00	14351	300529114	5772020	0000000	00	0000000
	610.00	14371	300539115	5771020	0000000	00	0000000
	216.00	14371	300539115	5772020	0000000	00	0000000
	44,702.00	14391	300525117	5771020	0000000	00	0000000
	1,551.00	14391	300525117	5772020	0000000	00	0000000
	6,936.00	14491	260561039	5771020	0000000	00	0000000
	1,662.00	14491	260561039	5772020	0000000	00	0000000
	2,031.00	14491	260562020	5771020	0000000	00	0000000
	282.00	14491	260562020	5772020	0000000	00	0000000
	4,218.00	14491	260567083	5771020	0000000	00	0000000
	362.00	14491	260567083	5772020	0000000	00	0000000
	1,734.00	14932	350151001	5771020	0000000	00	0000000
	508.00	14932	350151001	5772020	0000000	00	0000000
	2,722.00	14932	350572116	5771020	0000000	00	0000000
	916.00	14932	350572116	5772020	0000000	00	0000000
	3,544.00	14971	520541052	5771020	0000000	00	0000000
	902.00	14971	520541052	5772020	0000000	00	0000000
	2,089.00	14971	540541034	5771020	0000000	00	0000000
	514.00	14971	540541034	5772020	0000000	00	0000000
	1,499.00	14971	540541037	5771020	0000000	00	0000000
	316.00	14971	540541037	5772020	0000000	00	0000000

1,930.00	14971	540541039	5771020	0000000	00	0000000
513.00	14971	540541039	5772020	0000000	00	0000000
2,496.00	14971	540541056	5771020	0000000	00	0000000
650.00	14971	540541056	5772020	0000000	00	0000000
1,522.00	15011	560537041	5771020	0000000	00	0000000
547.00	15011	560537041	5772020	0000000	00	0000000
5,063.00	15312	450524020	5771020	0000000	00	0000000
1,205.00	15312	450524020	5772020	0000000	00	0000000
TOTAL	**$ 1,564,806.00**					

JUSTIFICATION (attach additional back-up as necessary)

Principal and interest budget adjustment for GASB 87

Department/Division Director

Recommended or not recommended by

(Budget & Management Services) (Date)

Reason

APPROVED / NOT APPROVED

Board of County Commissioners/County Management

(Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

(Rev. 11/22)

BUDGET AMENDMENT REQUEST
(for budget transfers and/or unbudgeted expenses)

Date	11/18/2025
Parent Fund	All Funds-
Department/Division	Budget & Management Services
BoCC Date	11/18/2025

Request for the following transfer be made for the reason(s) stated:

	Amount FROM	Fund	Cost Center	Account	Project	Area	TBD
						00	0000000
	$						
TOTAL	$ -						

	Amount TO	Fund	Cost Center	Account	Project	Area	TBD
	$ 5,406.00	00101	280526001	5666000	0000000	00	0000000
	$ 47,050.00	00101	350571998	5666000	0000000	00	0000000
	$ 52,993.00	00101	370512011	5666000	0000000	00	0000000
	$ 102,559.00	00101	390513092	5666000	0000000	00	0000000
	$ 17,992.00	00101	490515001	5666000	0000000	00	0000000
	$ 31,009.00	00101	930516019	5666000	0000000	00	0000000
	$ 136,746.00	00101	930516050	5666000	0000000	00	0000000
	$ 5,406.00	12191	290522012	5666000	0000000	00	0000000
	$ 301,221.00	14971	540541095	5666000	0000000	00	0000000
	$ 5,406.00	00101	280526001	3890011	0000000	00	0000000
	$ 47,050.00	00101	350571998	3890011	0000000	00	0000000
	$ 52,993.00	00101	370512011	3890011	0000000	00	0000000
	$ 102,559.00	00101	390513092	3890011	0000000	00	0000000
	$ 17,992.00	00101	490515001	3890011	0000000	00	0000000
	$ 31,009.00	00101	930516019	3890011	0000000	00	0000000
	$ 136,746.00	00101	930516050	3890011	0000000	00	0000000
	$ 5,406.00	12191	290522012	3890011	0000000	00	0000000
	$ 301,221.00	14971	540541095	3890011	0000000	00	0000000
TOTAL	**$ 1,400,764**						

JUSTIFICATION (attach additional back-up as necessary)
Required to establish budget for a resolution to the FY 24/25 budget for GASB 96-SBITA.

Department/Division Director

Recommended or not recommended by

(Budget & Management Services) (Date)

Reason

APPROVED / NOT APPROVED
Board of County Commissioners/County Management

(Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

(Rev. 11/22)

BUDGET AMENDMENT REQUEST
(for budget transfers and/or unbudgeted expenses)

Date 11/18/2025
Parent Fund All Funds
Department/Division Budget & Management Services
BoCC Date 11/18/2025

Request for the following transfer be made for the reason(s) stated:

	Amount FROM	Fund	Cost Center	Account	Project	Area	TBD
						00	0000000
	$						
TOTAL	$ -						

	Amount TO	Fund	Cost Center	Account	Project	Area	TBD
	12,593.00	00101	160512012	3890010	0000000	00	0000000
	3,323.00	00101	280526000	3890010	0000000	00	0000000
	11,769.00	00101	350571998	3890010	0000000	00	0000000
	15,570.00	00101	390513092	3890010	0000000	00	0000000
	5,162.00	00101	400513053	3890010	0000000	00	0000000
	15,211.00	00101	490515001	3890010	0000000	00	0000000
	25,669.00	00101	560125007	3890010	0000000	00	0000000
	25,669.00	00101	560125008	3890010	0000000	00	0000000
	346,973.00	00101	570519039	3890010	0000000	00	0000000
	11,964.00	00101	570519049	3890010	0000000	00	0000000
	58,297.00	00101	260562020	3890010	0000000	00	0000000
	22,230.00	00101	940516044	3890010	0000000	00	0000000
	28,834.00	10103	530541067	3890010	0000000	00	0000000
	3,323.00	12191	290522010	3890010	0000000	00	0000000
	114,317.00	12191	290522012	3890010	0000000	00	0000000
	30,165.00	14491	260561039	3890010	0000000	00	0000000
	7,446.00	14491	260562020	3890010	0000000	00	0000000
	5,785.00	14932	350151001	3890010	0000000	00	0000000
	6,060.00	14971	520541052	3890010	0000000	00	0000000
	5,918.00	14971	540541034	3890010	0000000	00	0000000
	5,989.00	14971	540541039	3890010	0000000	00	0000000
	6,722.00	14971	540541056	3890010	0000000	00	0000000
	12,593.00	00101	160512012	5660000	0000000	00	0000000
	3,323.00	00101	280526000	5660000	0000000	00	0000000
	11,769.00	00101	350571998	5660000	0000000	00	0000000
	15,570.00	00101	390513092	5660000	0000000	00	0000000
	5,162.00	00101	400513053	5660000	0000000	00	0000000
	15,211.00	00101	490515001	5660000	0000000	00	0000000
	25,669.00	00101	560125007	5660000	0000000	00	0000000
	25,669.00	00101	560125008	5660000	0000000	00	0000000
	346,973.00	00101	570519039	5660000	0000000	00	0000000
	11,964.00	00101	570519049	5660000	0000000	00	0000000
	58,297.00	00101	260562020	5660000	0000000	00	0000000
	22,230.00	00101	940516044	5660000	0000000	00	0000000
	28,834.00	10103	530541067	5660000	0000000	00	0000000
	3,323.00	12191	290522010	5660000	0000000	00	0000000
	114,317.00	12191	290522012	5660000	0000000	00	0000000
	30,165.00	14491	260561039	5660000	0000000	00	0000000
	7,446.00	14491	260562020	5660000	0000000	00	0000000
	5,785.00	14932	350151001	5660000	0000000	00	0000000
	6,060.00	14971	520541052	5660000	0000000	00	0000000
	5,918.00	14971	540541034	5660000	0000000	00	0000000
	5,989.00	14971	540541039	5660000	0000000	00	0000000
	6,722.00	14971	540541056	5660000	0000000	00	0000000
TOTAL	$ 1,537,978						

JUSTIFICATION (attach additional back-up as necessary)
Required to establish budget for a resolution to the FY 24/25 budget for GASB 87-Leases.

Department/Division Director _____

Recommended or not recommended by _____
(Budget & Management Services) (Date)

Reason _____

APPROVED / NOT APPROVED
Board of County Commissioners/County Management _____
(Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

(Rev. 11/22)

Agenda Item R.13. 11/18/2025

SUBJECT

Approve State Housing Initiatives Partnership (SHIP) 1) Incentive Plan Implementation Annual Review 2025, 2) the Local Housing Assistance Plan (LHAP) Amendment Revisions and 3) the Authorizing Resolution. (No Fiscal Impact).

DESCRIPTION

Polk County participates in the State Housing Initiatives Partnership Program (SHIP) and is required to provide the Florida Housing Finance Corporation (FHFC) with a report annually on the implementation of the current SHIP Affordable Housing Incentive Plan. The Affordable Housing Advisory Committee (AHAC) annually reviews and recommends affordable housing incentive strategies. The Affordable Housing Incentive Plan outlines existing affordable housing incentive strategies available for the development of affordable housing.

On October 23, 2025, the Affordable Housing Advisory Committee (AHAC) reviewed and voted approving Polk County staff administering the Purchase Assistance Program also known as Downpayment Assistance as it is outlined in the Local Housing Assistance Plan (LHAP).

RECOMMENDATION

Request Board approves the 1) Incentive Plan Implementation Annual report for 2025, 2) the AHAC's recommendation for the amendments to the Local Housing Assistance Plan (LHAP) and 3) approve the accompanying Resolution confirming approval and authorizing submitting the Plan to the Florida Housing Finance Corporation.

FISCAL IMPACT

No fiscal Impact.

CONTACT INFORMATION

Jennifer Cooper
Housing & Neighborhood Development Manager
jennifercooper@polk-county.net
863-534-5209

RESOLUTION NO. ____

A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING AMENDMENTS TO THE LOCAL HOUSING ASSISTANCE PLAN AND THE ANNUAL LOCAL AFFORDABLE HOUSING INCENTIVES IMPLEMENTATION REPORT 2025 RECEIVED FROM ITS AFFORDABLE HOUSING ADVISORY COMMITTEE AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SECTIONS 420.907 - 420.9079, FLORIDA STATUTES; AND AUTHORIZING SUBMISSION OF THE REPORT TO THE FLORIDA HOUSING FINANCE CORPORATION.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92- 317, Laws of Florida, and stated within sections 420.907 – 420.9079, Florida Statutes, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, section 420.9072, Florida Statutes, states that affordable housing is most effectively provided by combining available public and private resources, and that local governments achieve this combination of resources by encouraging active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups to produce affordable housing; and;

WHEREAS, section 420.9076, Florida Statutes, requires each county that participates in the State Housing Initiatives Partnership Program (SHIP) to establish an Affordable Housing Advisory Committee to recommend monetary and non-monetary incentives for affordable housing; and

WHEREAS, section 420.9076, Florida Statutes requires each jurisdiction that participates in SHIP provide Florida Housing Finance Corporation with a report prepared by its Affordable Housing Advisory Committee on the implementation of such incentives, both annually and before adopting a new Local Housing Assistance Plan (LHAP) for program compliance; and

WHEREAS, the County's Affordable Housing Advisory Committee has recommended the following revisions to the LHAP to the Board of County Commissioners, 1.) Polk County staff to the Purchase Assistance strategy 2.) Defining the maximum award to reflect the downpayment assistance, closing cost and underwriting fee.

WHEREAS, the County's Affordable Housing Advisory Committee has prepared an annual Local Affordable Housing Incentives Implementation Report 2025 for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the public for Polk County to approve the Local Affordable Housing Incentives Plan Implementation Report 2025, and to submit the report to the Florida Housing Finance Corporation for review and approval;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, IN REGULAR MEETING ASSEMBLED THIS 18TH DAY OF NOVEMBER 2025 THAT:

1. The Board hereby approves the Amendments to the Local Housing Assistance Plan and the Local Affordable Housing Incentives Plan Implementation Report 2025.
2. The Board hereby directs the Housing and Neighborhood Development office to submit the Local Housing Assistance Plan and Local Affordable Housing Incentives Plan Implementation Report 2025 to the Florida Housing Finance Corporation in accordance with applicable SHIP requirements.

DULY ADOPTED BY THE GOVERNING BOARD OF POLK COUNTY, FLORIDA, this 18th day of November 2025.

ATTEST:

STACY M. BUTTERFIELD,
Clerk and Auditor to the Board

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
POLK COUNTY, FLORIDA

By: _____
T. R. Wilson, Chairman

Polk County Incentive Strategies Report

Affordable Housing Advisory Committee
Report to the Polk County Board of County Commissioners
SHIP Affordable Housing Incentive Strategies

SUBMITTED TO: Rick Wilson,Chairman
POLK COUNTY BOARD OF COUNTY COMMISSIONERS

SUBMITTED TO: Rob Dearduff,
FLORIDA HOUSING FINANCE CORPORATION

DATE SUBMITTED:

PREPARED BY: Affordable Housing Advisory Committee (AHAC)

BACKGROUND

As a recipient of State Housing Initiative Partnership funds, Polk County established an Affordable Housing Advisory Committee on Dec. 17, 2003, as required by the Florida Statutes, Sec. 420.9076. The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of Polk County's housing activities that impact the production of affordable housing. Further, the AHAC is specifically directed by the SHIP Statute to consider and evaluate the implementation of the incentives set out at Florida Statues, Sec. 420.9076 (4)(a)-(k). Based on the AHAC evaluation, it may recommend to local government that it make modifications of, exceptions to, or creation of new plans, policies, procedures, and other governing vehicles which would encourage production of affordable housing.

As approved by the Polk County Board of County Commissioners, the recommendations are used to amend the Local Housing Assistance Plan, the local Comprehensive Plan, land development regulations, and other policies affecting affordable housing.

COMMITTEE COMPOSITION

The Polk County Board of County Commissioners appointed or re-appointed members to the Committee for staggered three-year terms. Florida Statutes, Sec. 420.9076(2) lists the categories from which committee members must be selected. Each AHAC must have a locally elected official from the county participating in the SHIP program. The locally elected official must be a County Commissioner. The elected official will count as a member of the AHAC for purposes of meeting the number of members requirements. There must be at least eight committee members, but not more than eleven, with representation from at least six of the following categories:

(a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
(b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
(c) A citizen who is a representative of those areas of labor actively engaged in home building in

connection with affordable housing.
(d) A citizen who is actively engaged as an advocate for low-income people in connection with affordable housing.
(e) A citizen who is actively engaged as a for-profit provider of affordable housing.
(f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
(g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
(h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
(i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
(j) A citizen who represents employers within the jurisdiction.
(k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

The appointed AHAC Committee members are included here, along with their category affiliation.

Name	Category Represented	Date Appointed
1. Becky Troutman	Elected Official	12/3/2024 – 12/3/2027
2. Vermishia Pitts	A. A citizen who is actively engaged in the residential home building industry in connection with affordable housing.	05/06/2025 – 05/06/28
3. Mark Piburn	B. A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.	01/06/2024 - 12/31/2026
4. Mark A. Ferreira	C. A Citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.	05/062025 – 05/06/2028
5. Nicole Redmond	D. A citizen who is actively engaged as an advocate for low-income people in connection with affordable housing.	01/01/2024 – 12/31/2026
6. Steve Williams	E. A citizen who is actively engaged as a for-profit provider of affordable housing.	01/01/2023– 12/31/2025
7. Bridget Engleman	F. A citizen who is actively engaged as a not-for-profit provider of affordable housing.	01/01/2023 – 12/3120/25
8. Hattie Wilson	G. A citizen who is actively engaged as a real estate professional in connection with affordable housing.	01/01/2023 – 12/3120/25
9. OPEN	H. A citizen who actively serves on the local planning agency pursuant to s. 163.3174	
10. JaQuis McCullough	I. A citizen who resides within the jurisdiction of the local	01/01/2024 - 12/31/2026

	governing body making the appointments	
11. Tom Wodrich	I. A citizen who resides within the jurisdiction of the local governing body making the appointments	01/01/2024 - 12/31/2026

AFFORDABLE HOUSING RECOMMENDATIONS

The AHAC has reviewed local government plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out at Florida Statues, Sec. 420.9076 (4)(a)(k). Based on this review and evaluation, the AHAC has formulated recommendations to the County Commission that it incorporated into its housing strategy certain changes designed to encourage and facilitate the production of affordable housing.

The AHAC, from its review, consideration, evaluation, and recommendations, drafts and submits this report to the County Commission, to the Florida Housing Finance Corporation, and the Florida Housing Coalition, as the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program, which details the scope of its work and the resulting recommendations.

From the review and evaluation of the local government documents listed here, the AHAC makes these recommendations to the Polk County Board of County Commissioners that it incorporate into its housing strategy. The AHAC has reviewed, considered, and evaluated the following the strategies provided in the SHIP Statute at Florida Statutes, Sec. 420.9076 (4):

(a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s. 163.3177(6)(f)3.
(b) All allowable fee waivers provided for the development or construction of affordable housing.
(c) The allowance of flexibility in densities for affordable housing.
(d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
(e) Affordable accessory residential units.
(f) The reduction of parking and setback requirements for affordable housing.
(g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
(h) The modification of street requirements for affordable housing.
(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
(j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
(k) The support of development near transportation hubs and major employment centers and mixed-use developments.
(l) Demolition Lien Waiver -

A) EXPEDITED PERMITTING

Meeting Synopsis:
Pursuant to Section 420.9076, Florida Statutes, Polk County offers an expedited permitting process for qualified affordable housing projects. This expedited permitting process moves these projects ahead in

the permitting queue to fast track the process. An application is provided on the Polk County website in the building permit area for affordable housing projects. Once a building permit has been submitted for the qualified project, the completed application is then submitted by email for the expedited process to the building division. Polk County began expedited permitting for affordable housing in 1998. The County has long offered same day single family permits for walk-in customers, which is also a valuable resource for expediting affordable housing projects. In 2018, the County began using an online development review and permitting system, known as the Accela Citizen Portal. While the County still offers same day single family permitting, now customers can apply electronically. Applicants submitting through Accela can indicate in the project description they are constructing an affordable housing project. The review and approval of such projects are conducted within one (1) business day. Multi-family building permit applications are only accepted online, and the review is initiated within three (3) business days. Because of the SB 102 known as the Live Local Act, HND coordinated with the Building Division to insert instructions to obtain Expedited Permitting for affordable housing developments on the Building's Division's website.

Existing Strategy: **Yes**
AHAC Recommendation: Recommended Strategy
Schedule for Implementation: **In place and functioning as intended**

B) IMPACT FEE WAIVERS FOR AFFORDABLE HOUSING

Meeting Synopsis:
Polk County has waived impact fees since 2007 totaling $8.7 million. To date Polk County continues to waive all impact fees for single family and multi-family housing construction for households making less than 80% of area median income for the area. The County also mitigates workforce housing impact fees for single family and multifamily construction at 100% except for educational impact fees for households making up to 120% of area median income for the Lakeland-Winter Haven MSA.
Existing Strategy: **Yes**
AHAC Recommendation: Recommended Strategy
Schedule for Implementation: **Existing Strategy in Place and functioning as intended**

C) FLEXIBLE DENSITIES

Meeting Synopsis:
POLICY 2.104-A6: GENERAL INCENTIVES
– Polk County shall encourage and promote compact, mixed-use by allowing:
a. increased densities and intensities within the Transit Corridors and Centers Overlay District subject to Policy 2.104-A7; and
b. increased densities for affordable or workforce housing subject to Policy 2.104-A7.

Existing Strategy: **Yes**
AHAC Recommendation: Recommended Strategy
Schedule for Implementation: **Existing Strategy in Place and functioning as intended**

D) RESERVATION OF INFRASTRUCTURE CAPACITY

Meeting Synopsis:
At this time, this incentive is not specifically offered by Polk County as part of the development process. The Committee recommends revisiting reservation of transportation concurrency for affordable housing developments. The Polk County Comprehensive Plan outlines Infrastructure capacity in the following chapters:
CHAPTER 3 PUBLIC FACILITIES POLICIES DIVISION 3.100 INFRASTRUCTURE ELEMENT SECTION 3.101 INTRODUCTION

The purpose of the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (Infrastructure Element) is to serve as a guide to Polk County in providing for necessary public facilities and services. The infrastructure Element must be correlated with future land use projections.

Existing Strategy: NO

AHAC Recommendation: Committee recommends revisiting reservation of transportation concurrency

Schedule for Implementation: Program Year 2025?

E) AFFORDABLE ACCESSORY RESIDENTIAL UNITS

Meeting Synopsis:

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.

A. Accessory Dwelling Unit (ADU)

Accessory dwelling units (ADUs) may be permitted as accessory uses to single-'family detached homes and mobile homes in all residential districts and lots of record for residential purposes subject to the applicable district regulations and the following requirements:

1. No more than one accessory dwelling unit may be permitted on any single-family residential lot or parcel.
2. An accessory dwelling unit shall be located in the side or rear yard of the principal dwelling unit.
3. Accessory dwelling units may utilize setbacks pertaining to accessory structures unless attached to the principal structure.
4. Mobile homes shall not be permitted to be used as accessory dwelling units. However. where mobile homes are the primary residence. An accessory dwelling unit built to the standards of the Florida Building Code may be permitted provided it is 50% or less in heated floor space than the mobile home.
5. Accessory dwelling units shall be permitted subject to a Level I Review.
6. Accessory dwelling units shall not be approved for short-term rental or vacation rental.
7. ADUs may be rented. leased, or serve as housing for living assistants. guests, or family members. ADU's may not be subdivided from the parent property or placed under separate ownership from the primary dwelling.
8. ADUs in conformance with this section do not count as additional dwelling units in the calculation of density.
9. When an ADU is attached to the principal structure. uses the same electrical service and plumbing as the primary dwelling unit, access is through a subordinate entrance on the rear or side of the principal structure, and the primary dwelling unit and ADU combined do not exceed five bedrooms. It is considered one single-family home, and the parcel is eligible for an additional detached ADU.

Existing Strategy: Yes

AHAC Recommendation: Recommended Strategy

Schedule for Implementation: **Existing Strategy in Place and functioning as intended**

F) PARKING AND SETBACK REQUIREMENTS

Meeting Synopsis:

Polk County does not have a specific program for parking reduction for just affordable housing developments.

The Land Development Code Section 710 outlines Alternative Parking Strategies (APS). Section 710 Alternative Parking Strategies (APS)

A. Parking Study

A parking study shall be required for the following:

1. Uses for which a parking requirement is not listed in Table 7.10.
2. When proposing an exemption from or reduction in the minimum parking requirements through an APS.
3. When requesting a parking space deferral.

The Land Development Code also provides a provision for waivers for parking and other requirements as outlined in Chapter 9 Section 932.

Existing Strategy: Yes

AHAC Recommendation: Existing Strategy

Schedule for Implementation: **Existing Strategy in Place and functioning as intended**

G) FLEXIBLE LOT CONFIGURATIONS

Meeting Synopsis:

Polk County does not have a flexible lot configuration for affordable housing developments, but the zero-lot-line provision is outlined in the Land Development Code below:

POLICY 2.204-A6: Polk County shall develop, within its Land Development Code, an administrative site plan review process for residential developments which incorporate innovative approaches to site design (clustering Section 753, and zero-lot-line Section 755, etc.) as a technique to reduce housing costs.

Existing Strategy: Yes

AHAC Recommendation: Recommended Strategy

Schedule for Implementation: **Existing Strategy in Place and functioning as intended**

H) MODIFICATION OF STREET REQUIREMENTS

Meeting Synopsis:

The County does not have a program that modifies the street requirements for affordable housing developments. The Polk County Land Development Code Section 824 – Roadway Design outlines the requirements for sidewalks, public and private roads.

Existing Strategy: Yes

AHAC Recommendation: Recommended design requirements per Land Development Code

Schedule for Implementation: **Existing**

I) PROCESS OF ONGOING REVIEW

Meeting Synopsis:

Over the last year Land Development Staff reviewed Land Development Code text for criteria for conditional uses for individual mobile homes to allow mobile homes by right in subdivision plats

recorded prior to 1971. This administrative change will save individuals clients $966 per case by streamlining the approval process.

AHAC Recommendation: Recommended Strategy

Schedule for Implementation: **Existing Strategy ongoing**

J) PUBLIC LAND INVENTORY

Meeting Synopsis:

Escheated property is available for affordable housing development.

Existing Strategy: Currently in place and is utilized to assist in the development of affordable housing units

AHAC Recommendation: Recommended Strategy

Schedule for Implementation: **Adopted and functioning as intended**

K) SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS

Meeting Synopsis:

POLICY 2.104-A6: GENERAL INCENTIVES – Polk County shall encourage and promote compact, mixed-use by allowing a. increased densities and intensities within the Transit Corridors and Centers Overlay District subject to Policy 2.104-A7; and POLK COUNTY COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT Adopted: 18 NOV 92 Page B-19
(Revised August 2016)

b. increased densities for affordable or workforce housing subject to Policy 2.104- A7.

POLICY 2.104-A7: DENSITIES AND INTENSITIES –To promote energy efficient land use patterns and compact mixed-use development, the TSDA and the Transit Corridors and Centers Overlay (TCC Overlay) within the TSDA shall include higher densities and intensities of development. The maximum densities and intensities listed in Table 2.104.1 exceed those listed in Policy 2.109-A1 and Policy 2.119- A1 and the policies that include the description for each of the referenced land use category as provided for within this Element. The Mixed-Use category within Tables 2.104.1 and 2.104.2 is for those non-residential land use categories that permit residential as provided for in this Element or the Appendices for the Selected Area Plans (SAP). The Transit Corridors and Centers Overlay includes three separate components that expand the residential density of selected Future Land Use Districts. These three components as depicted in Figure 1. include:

a. Transit Corridor – an area within ¼ mile of fixed route transit service.
b. Transit Center – an area within a one-mile radius of the point of access for transit services; and
c. Transit Center Core – an area within ¼ mile of the point of access for transit services.

Maximum densities are established within the Transit Supportive Development Area (TSDA) and the respective components of the Transit Corridors and Centers Overlay as listed in Table 2.104.1. The maximum densities are not guaranteed within the respective land use categories and shall only be permitted subject to the requirements established in Policy 2.104-A5 Development Criteria and Policy 2.124-A3 Design Principles. Table 2.104.1 also includes recommended minimum densities to support future investments in public transportation. These recommended minimum densities may be required under the Land Development Code to coincide with planned public or private sector transit investments. Residential projects with less than the recommended minimum density will be encouraged to include a site design that allows for project phasing in order to preserve the maximum development potential of the subject parcel

Existing Strategy: Yes
AHAC Recommendation: Recommended Strategy
Schedule for Implementation: **Adopted currently in place**

L) Demolition Lien Waiver

Meeting Synopsis:

The committee recommended amending the ordinance to include multifamily duplex or tri-plex apartments. Staff met with the County Departments to review the internal process for this incentive. The amendment to the current structural Maintenance Ordinance was implemented and a process to release the claim of lien for the costs incurred by the County for a demolition of unsafe structures was finalized. These lots are located throughout Polk County and the affordable housing Demolition Lien Waiver is targeted to very low (50% of the area median income), low (80% of the area median income) and moderate-income persons (120% of the area median income) persons. Affordable Housing shall mean a Dwelling Unit which is offered for sale or rent to Low-Income Persons or Very-Low-Income Persons and which monthly rent or monthly mortgage payments, including taxes and insurance, do not exceed thirty (30) per cent of that amount which represents the percentage of the median adjusted gross income for Low-Income Persons and Very-Low-Income Persons.

Existing Strategy: **Currently in place and is utilized to assist in the development of affordable housing units**
AHAC Recommendation: Recommended Strategy
Schedule for Implementation**: Adopted**

Florida Housing

POLK
COUNTY

Health & Human Service Division Housing & Neighborhood Development Office

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026

Florida Housing

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed, or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance) G. Interlocal Agreement H. Subordination Policy	

I. Program Details:

A. LG(s)

Name of Local Government	Polk County, a political subdivision of the State of Florida
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low, and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications

were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Polk County will accept applications during the advertised "Application Period" which will be 30 days from the publication of the Notice of Funding Availability advertisement. Applications will be placed in order of receipt and separated based on strategy applied for. When funds are available for a particular strategy, the applicants from the waiting list will be contacted to complete/update the application for SHIP assistance. Applicants will be placed in the queue for assistance once they have provided all required documentation and been deemed SHIP eligible.

Ranking Priority:

1. Special Needs Households
   a. Very low
   b. Low
   c. Moderate
2. After Special Needs Set-asides are met
   a. Very Low
   b. Low
   c. Moderate

3. For the Demolition/Reconstruction Strategy priority will be given to those homes that are owned by the elderly defined as over age 62.

4. **Essential Service Personnel – see definition under letter T.**

J. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation, and Heirs' Property Title Clearing Services.

L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such an average area purchase price may be calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.
The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are

updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. **Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county, or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. **Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: *"The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Florida Housing

Q. **Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Polk County HND Staff	Oversight and management of grant funds	10%

R. **First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes, and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** Inhouse staff performed Project delivery costs that are associated with rehabilitation projects such as inspections, assessments, recording fees, estimates and work write-ups which will be granted to the homeowner. Project delivery costs will not exceed 5% of the construction cost. Additional costs are performed by non-salaried vendors shall include survey fees, appraisal fees, title service fees, permitting fees, environmental testing fees, and septic tank pump outs. These additional costs are actual amounts of services and deliverables and will be in the form of a grant to the homeowner. All above will be included in the maximum award of assistance to the homeowner.

For applicants funded with FY 23/24 funds at 80% or below of the area median income (AMI) who have no insurance, the Demolition Reconstruction, Owner Occupied Major Rehabilitation, New Construction and Redevelopment-Homeownership strategies may pay the first year's premium up to $1,000 on behalf of the owner and will be awarded as a grant to the homeowner. This will be included in the maximum award of assistance to the homeowner, with the requirement that the applicant will continue the appropriate insurance beyond the first year.

T. **Essential Service Personnel Definition (ESP): ESP includes** teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel and Polk County government employees.

U. **Describe efforts to incorporate Green Building and Energy Saving products and processes:**

1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
   a. Toilets: 1.6 gallons/flush or less,
   b. Faucets: 1.5 gallons/minute or less,
   c. Showerheads: 2.2 gallons/minute or less;
3. Energy Star qualified refrigerator.
4. Energy Star qualified exhaust fans in all bathrooms; and
5. Air conditioning: Minimum SEER of 14.

V. **Describe efforts to meet the 20% Special Needs set-aside:** The 20% Special Needs set-aside will be met

through the Owner-Occupied Rehabilitation and Demolition/Reconstruction. Special Needs clients are moved to the top of the list for Owner-Occupied Rehabilitation and Demolition/Reconstruction programs.

W. Describe efforts to reduce homelessness: The County will work with agencies serving local homeless populations including the Homeless Coalition of Polk County and Lakeland, Winter Haven/Polk County Continuum of Care members. Assistance is primarily through rental assistance to place individuals or families in rental or transitional housing for the purpose of providing a stable housing situation for up to twelve months. HND staff members stay updated about funding sources to pay past due rents and offer move in assistance. The HND Office works closely with the lead agency of the Continuum of Care so that housing programs are complementary and not duplicative or working at cross purposes.

Polk County receives federal Emergency Solutions Grant (ESG) Funds each year which is passed through to local homeless assistance providers under a Request for Application (RFA) process. Funds awarded are used by local Emergency Shelters for operations and essential services. Rental assistance may be provided by an ESG Subrecipient. HND Staff makes referrals to the Polk County Veterans Services office and resources available to homeless veterans.

Section II. LHAP Strategies:

A. Strategy Name: Purchase Assistance	Code 1, 2

a. Summary: SHIP funds will be awarded for down payment and closing costs to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months. Polk County staff will administer and process purchase assistance.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, moderate

d. Maximum award:
- Very Low: $50,000 DPA/CC + $2,500 Underwriting Fee = $52,500
- Low: $40,000 DPA/CC + $2,500 Underwriting Fee = $42,500
- Moderate: $30,000 DPA/CC + $2,500 Underwriting Fee = $32,500

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 5 Years
4. Forgiveness: Loan is forgiven at the end of the 5th year.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: loss of homeowner's insurance, sale, transfer, or conveyance of property, conversion to a rental property, loss of homestead exemption status, or failure to occupy the home as primary residence, failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable. In cases where the combined loan to value exceeds 100%, the amount over 110% may not be subject to recapture, per the

requirements of the first mortgage holder. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be

assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first- qualified, first- served basis with the priorities as outlined in Section I. Waiting List/Priorities. The home buyer must also meet the following qualifications:

1. Qualify for a first mortgage through a qualified lender or approved not for profit sponsor providing first mortgage financing;
2. Complete a HUD certified homebuyer education class within the 18 months prior to closing;
3. Contribute a minimum of $750 toward the purchase of the home.
4. In all cases, the buyer receives the benefit of SHIP assistance in the form of reduced purchase price and classified as a first-time homebuyer. See definition letter R above.
5. The owner must have lived in Polk County, Florida one year prior to application for down payment and closing costs assistance or must work in Polk County Florida.
6. Must have a bank financed property no lease to own and cannot have previously owned a home.

g. Subrecipients Selection Criteria: Polk County will advertise county wide for an eligible Subrecipient that is interested in managing Polk County's down payment assistance program. The eligible subrecipients will be chosen by an RFP process. This provider of affordable housing services will work with clients that may have imperfect credit histories, lack of understanding of the home purchase process, have insufficient resources to save for down payment funds, and traditionally have been excluded from directly accessing private sector financing. The successful respondents will have a proven record with the administration of very low, low, and moderate- income home buyer programs. In addition, they will have successfully demonstrated capacity to handle the administrative process for the anticipated number of loans and will ensure the required home buyer education criteria have been met for each client. The ability to leverage private dollars/in kind services will be an advantage to the successful respondent. The Subrecipient must attend Florida Housing Coalition (FHC) SHIP training. Eligible Subrecipients employing Welfare Transition Program personnel will be given preference in the selection process.

h. Additional Information: The County has a Subordination Policy if there is a request to subordinate purchase assistance funds. The Polk County Subordination Policy is attached in Exhibit H. No household shall be assisted with purchase assistance more than once. The Down Payment and Closing Costs assistance per applicant is $ 2,500 for underwriting the file. Additional Down Payment Assistance will be awarded for gap funding on required sound and wind mitigation on single family new construction.

B. Demolition/Reconstruction	Code 4

a. Summary: SHIP funds will be used to provide replacement housing for eligible owner-occupied homes once the evaluation of costs for the rehabilitation exceeds fifty percent (50%) of the value of the existing housing unit. Only those dwellings occupied by eligible homeowners wishing to participate in a voluntary demolition program will be considered qualified for replacement if:

1. The home is found to be unfit for human habitation in accordance with standards set forth in the current Florida Building Code.
2. The homeowner has owned and occupied the dwelling to be demolished for not less than 365 days prior to execution of such an agreement.
3. May not ask for additional assistance for 10 years after new home has been constructed, except in the case of a declared disaster.
4. Must ask for assistance within 3 years of the damaging event. There must be evidence on site of an existing structure owned by the client.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low and low

d. Maximum Award: $230,000

e. Terms:

1. Repayment deferred loan: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 15 years.
4. Forgiveness: Loan is forgiven at the end of 15 years.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: loss of homeowner's insurance, sale, transfer, or conveyance of property, conversion to a rental property, loss of homestead exemption status, failure to occupy the home as primary residence, or failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first- qualified, first served basis with the priorities as outlined in Section I. Waiting List/Priorities.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Mobile homes and manufactured homes will not be eligible for assistance unless the owner agrees that the mobile/manufactured home will be removed from the site. Applicants with existing mortgages are not eligible for this strategy. Once the client has received a newly

i. constructed home, no other assistance will be provided until after the tenth (10) year of occupancy except in the case of a declared disaster. ADA access requests will be reviewed on a case- by-case basis and approved by the Housing and Neighborhood Office Manager. Relocation funds of no more than $4,000 per client will be provided as a grant to the homeowner for this strategy. Homeowners assisted under this strategy will be required to obtain temporary housing on their own. Applicants with existing mortgages are not eligible for this strategy.

C. Owner Occupied Rehabilitation - Minor	Code 3

a. Summary: SHIP funds will be awarded to households in need of repairs to correct code violations, health and safety issues, roofing systems (including soffit and fascia), septic tanks, septic tank abandonment and sewer tie in, or wells and handicapped accessibility including ramps, grab bars, widen doors for access. Assistance from this strategy is based on the initial inspection/evaluation of the property and the estimated dollar amount of the work to be completed. Clients remain in the home and are not required to relocate under this strategy.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, and low

d. Maximum award: $ 55,000

e. Terms:

1. Deferred loan/grant: Funds for Minor Rehabilitation will be awarded as a deferred loan secured by a recorded subordinate mortgage/note.
2. Interest Rate: 0%
3. Years in loan term: 5 years.
4. Forgiveness: 5 years - loan is forgiven at the end of the 5th year.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: Sale, transfer, or conveyance of property, conversion to a rental property, loss of homestead exemption status, or failure to occupy the home as primary residence, failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities as outlined in Section I. Waiting List/Priorities.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Mobile and manufactured homes are not generally eligible for Minor Owner-Occupied Rehabilitation. However, if repairs are needed for households with special housing needs, as defined in 420.0004 (13), Florida Statutes, in a mobile or manufactured home, for health and safety purposes, the following may be provided: non-attached exterior ramps, septic systems, sewer and water tie-ins. No work will be completed on the exterior structure or interior of the mobile and/or manufactured home. If there is a health and safety concern the case may be submitted to the Housing and Neighborhood Development Manager for review and potential approval. In accordance with SHIP guidelines, no more than 20 percent of SHIP funds may be used for assistance for mobile homes, which must have been constructed after June 2004 to be considered eligible housing. The mobile home must be installed by a State licensed company. SHIP funds for this Strategy will be awarded to any qualified applicant one-time every five years, except in the case of a declared disaster. Condominiums, duplexes, and triplexes ae not eligible for minor repair services.

D. Owner Occupied Rehabilitation - Major	Code 3

a. Summary: SHIP funds will be awarded to households in need of repairs to correct code violations, health and safety issues, roofing systems (including soffit and fascia), septic tanks, septic tank abandonment and sewer tie in, or wells and handicapped accessibility including ramps, grab bars, widen doors for access. The funding level is based on the initial inspection/evaluation of the property and the estimated dollar amount of the work to be completed. The client is required to move out of the house while the rehabilitation work is being completed.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, and low

d. Maximum award: $110,000

e. Terms:

1. Deferred loan/grant: Funds for Major Rehabilitation will be awarded as a deferred loan secured by a recorded subordinate mortgage/note.
2. Interest Rate: 0%
3. Years in loan term: 15 years
4. Forgiveness: 15 years – loan is forgiven at the end of the 15th year.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: Loss of Homeowner's Insurance, sale, transfer, or conveyance of property, conversion to a rental property, loss of homestead exemption status; or failure to occupy the home as primary residence, failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be

available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities as outlined in Section I. Waiting List/Priorities.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Mobile and manufactured homes are not generally eligible for Major Owner-Occupied Rehabilitation. However, if repairs are needed for households with special housing needs, as defined in section 420.0004 (13), Florida Statutes, in a mobile or manufactured home, for health and safety purposes, the following may be provided: nonattached exterior ramps, septic systems, sewer and water tie-ins. No work will be completed on the exterior structure or interior of the mobile and/or manufactured home. If there is a health and safety concern the case may be submitted to the Housing and Neighborhood Development Manager for review and potential approval. In accordance with SHIP guidelines, no more than 20 percent of SHIP funds may be used for assistance for mobile homes, which must have been constructed after June 2004 to be considered eligible housing. The mobile home must be installed by a State licensed company. Condominiums, duplexes, and triplexes ae not eligible for major repair services.

SHIP funds for this Strategy will be awarded one time during a ten-year period, after the end of the tenth year the client may request additional assistance: except in the case of a declared disaster.

E. New Construction and Redevelopment-Homeownership	Code 10

a. Summary: This strategy is designed to promote the acquisition and/or construction of affordable housing for homeownership opportunities and to promote infill housing. Developers will be required to submit proposals to provide housing that conforms to the County's proposal request specifications and housing plan. Eligible properties include single family homes. All homes will be sold to eligible applicants.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $230,000 per unit
Home Buyer: Subsidy $35,000 very low, $25,000 low and $15,000 moderate income households.

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred loan/Grant: Developer - Funds will be awarded to the Developer as a deferred loan secured by a recorded subordinate mortgage and note until conveyed to the buyer. Homebuyer - Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: Developer: 0%, Homebuyer: 0%
3. Years in loan term: **Developer:** Ends upon conveyance of property to a homebuyer, but not later than 18 months after the award. Homebuyer: 15 years on deferred loan.
4. Forgiveness: **Developer:** N/A. **Homebuyer:** Loan is forgiven at the end of the loan term 15 years.
5. Repayment: Not required as long as the loan is in good standing. Once the developer has completed

and sold the house to an income eligible buyer, the proceeds from the sale of the property will be used to pay off 100 percent of the developer's loan for that property. A reasonable profit/fee (15%) to the **Developer** will be allowed by the county. If all conditions are met, the county/lender will release the property or satisfy the mortgage. **Homebuyer:** None required as long as loan is in good standing.

6. Default: Developer: Failure on the part of the developer to receive a certificate of occupancy and transfer ownership to an income eligible buyer within 18 months of receiving the award will constitute a default.

Homebuyer: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; loss of homeowner's insurance; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as primary residence; or failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable.

In the event of default, which is defined as not meeting the occupancy, eligibility and/or ownership requirements, the County may foreclose to recover funds made available for assistance which is secured by a mortgage and note on the property. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: For rehabilitated and new construction homeownership units, assistance will be provided on a first qualified, first served basis. The home buyer must meet the following qualifications:

1. Qualify for a first mortgage through a qualified lender or approved not for profit sponsor providing first mortgage financing;
2. Complete a HUD certified homebuyer education class within the 18 months prior to closing;
3. Contribute a minimum of $750 toward the purchase of the home.
4. In all cases, the buyer receives the benefit of SHIP assistance in the form of reduced mortgage amount and classified as a first-time homebuyer (cannot own a home during the 3- year period prior to the closing date.)
5. Assistance cannot exceed 50% of the cost of the home including closing cost.
6. SHIP Down Payment and closing costs assistance (DPA) will be provided based on need. Assistance up to $40,500 for very-low-income buyers, $28,500 for low-income buyers and $ 23,500 for moderate-income buyers. DPA Loan is forgiven at the end of 5 years.
7. As stated above Home Buyer: Subsidy $35,000 very low, $25,000 low and $15,000 moderate income households.

g. Sponsor Selection Criteria: Request for proposals and/or open application process will be utilized to select a sponsor to implement these projects. Characteristics in determining the sponsor/developer may include, but not be limited to:

- Capacity and capability to carry-out project;
- Scale of Project/Utilization of Density Bonuses;
- Experience in completing similar projects;
- Recapture provisions; and
- Use of green building techniques.

F. Rental Development	Code 14, 21

a. Summary: Funds will be awarded to developers of affordable rental units that are awarded construction financing through other state or federal housing programs to construct or rehabilitate affordable rental units. This funding is intended to be used as gap financing required for the project. In cases where a smaller development (less than 50 units) is being proposed that includes Special Needs units, the county may choose to provide a larger amount of the overall construction financing.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award:
$200,000 maximum per rental unit and up to $5,000,000 per development (new construction).
Project maximum: $100,000 for developments over 50 units
$200,000 for developments with 50 units or less that includes Special Needs units.

e. Terms: Repayment loan/deferred loan/grant: For for-profit developers, funds will be awarded as a loan secured by a recorded subordinate mortgage and note. For non-profit developers, funds will be awarded as a forgivable loan secured by a recorded subordinate mortgage and note.

1. Interest Rate: The interest rate will be determined by type of developer requesting funds:
   a) Fixed rate of 2% for For-profit developers who are contributing additional sources of subsidy that will be leveraged with SHIP funds.
   b) 3% for For-profit developers who are not supplying additional subsidy funds.
   c) 1% for non-profit developers who are contributing additional sources of subsidy that will be leveraged with SHIP funds.
2. Years in loan term: 30 years.
3. Forgiveness: For non-profits, the loan is forgiven at the end of the term.
4. Repayment: For-profits, the loan is due and payable at the end of the term unless the county negotiates an extended loan term to secure affordable rental units in the best interest of the county's residents.
5. Default: For all awards, a default will be determined as: sale, transfer, or conveyance of property; conversion to another use, failure to maintain insurance on the units, failure to maintain standards for compliance as required by any of the funding sources. If any of these occur, the outstanding balance will be due and payable.
6. Final determination of rate and term will be made by HND staff depending on market conditions and the recommendation from credit underwriting.

f. Recipient/Tenant Selection Criteria: All applicants for residence in a SHIP-assisted unit must meet income qualifications of the program as determined and reported by the developer's management company for the development.

g. Sponsor/Sub-recipient Selection Criteria: Developers will apply to the county through a RFA process that is open one time a year. The RFA will require proof of developer experience in providing affordable rental housing, proof of financial capacity, evidence of site control (or contract for sale), proof of ability to proceed once all funding is closed, and a housing unit design plan that meets with the county's housing element in the Comprehensive Plan.

h. Additional Information: Developers will be required to meet compliance reporting requirements on the development necessary to meet the statutory requirements for monitoring of SHIP rental units.

G. Rental Assistance	Code 13, 23, 26

a. Summary: Funds will be awarded to renter households that are in need of assistance for: security and utility deposit assistance; and/or rent subsidies for up to 6 months. Provide eviction prevention assistance (up to three months) and/or rapid re-housing assistance (up to six months). Applicants will be assisted inhouse or through the local C Continuum of Care Coordinated Entry System.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, and low

d. Maximum award: $12,000

e. Terms:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants who are homeless or at risk of homelessness (i.e., seeking eviction prevention) will be referred to by the local Continuum of Care Coordinated Entry system, and be assisted on a first-qualified, first-served basis. Applicants with one or more special needs household members may apply directly to the CoC or may be referred to the CoC by a special needs service provider.

g. Sponsor Selection Criteria: Polk County will issue a Request of Application (RFA) from eligible non- profit subrecipient organizations interested in administering Polk County's Rapid Rehousing strategy. Selection criteria include experience managing similar programs, background information on many applicants (e.g., through the Homeless Management Information System), and capacity to provide housing stability counseling.

h. Additional Information: To be eligible for Rapid Rehousing assistance, the recipient must be homeless as defined in S. 420.621. Assistance provided as necessary to help individuals living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing. Eligible costs may also include utilities,

rental application fees, last month's rent, and payments.

Eviction prevention will be provided to households who have fallen behind on their rent and have received an eviction notice. The recipients must show that they are able to continue making the monthly rental payments. Eligible reasons for falling behind on rent are as follows:

- Involuntary loss in pay due to unemployment/underemployment
- Divorce/separation resulting in a temporary loss in income
- Death of a spouse resulting in a loss in income
- Sudden, unforeseen medical payments
- Involuntary loss of verifiable income from other sources (temporary or permanent)

H. Foreclosure Prevention	Code 7
a. Summary: Funds will be awarded to qualified homeowners to retain their home by preventing foreclosure action on the first mortgage. Applicants must be delinquent at least one full mortgage payment but no more than six months in arrears.	

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, and low

d. Maximum award: $12,000

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 5 years
4. Forgiveness: Loan is forgiven at the end of the 5th year.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: death, sale, transfer, or conveyance of property, conversion to a rental property, loss of homestead exemption status, or failure to occupy the home as primary residence, failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: This strategy is designed to assist individuals who have fully amortizing mortgage. Assistance will provide only one time to applicants on a first-qualified, first served basis. The home buyer must meet the following qualifications:

1. Applicants must provide proof of arrearage in the form of notification from the mortgage holder.
2. Applicants must provide evidence of the hardship that caused the nonpayment of their mortgage. Eligible reasons are loss of employment, sudden medical expenses, divorce or

separation, death in the immediate family and unforeseen home repairs bills.
3. Applicants must submit current income analysis, credit history, and employment history.
4. Applicants must attend and complete a budget, credit, or debt reduction course through a HUD approved counseling agency.
5. Applicants must provide written evidence of the ability to resume making monthly payments after the assistance is provided, which included an explanation of how the hardship has been overcome and a budget plan approved by the counseling agency.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Property shall have no other liens other than the first mortgage or grant lien to include SHIP, CDBG or NSP. No assistance will be provided to any property whose home is in the process of foreclosure.

This program is subject to funding availability and may not be awarded every fiscal year.

I. **Disaster Assistance**	Code 5, 16

a. Summary: The Disaster Strategy provides assistance to households following a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:

(a) Purchase of emergency supplies for eligible households to weatherproof damaged homes;
(b) Interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
(c) Construction of wells or repair of existing wells where public water is not available;
(d) Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies; (Granted if under $8,000)
(e) Security deposit for eligible recipients that have been displaced from their homes due to disaster; (Granted if under $5,000)
(f) Rental assistance for eligible recipients that have been displaced from their homes due to disaster. (Granted for 6 months or up to $12,000)
(g) Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster.
(h) Other activities as proposed by the county and approved by Florida Housing.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $50,000

e. Terms:
1. Deferred loan/grant: All SHIP funds provided to eligible households will be in the form of a deferred payment loan secured by a recorded mortgage and note.
2. Interest Rate: 0 %

3. Years in loan term: 5 years
4. Forgiveness: Loan is forgiven at the end of the 5th year.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: loss of homeowner's insurance, sale, transfer, or conveyance of property; conversion to a rental property, loss of homestead exemption status, failure to occupy the home as primary residence, or failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. Recipient/Tenant Selection Criteria: First qualified, first served (1) Priority shall be given to persons who have special housing needs and individuals or household that qualify as Elderly as defined in 420.503, F.S.

g. Sponsor Selection Criteria: N/A

h. Additional Information: An applicant requesting an emergency repair will be required to:

1. Allow the rehabilitation specialist to access the home for an inspection to determine the need for the repair.
2. Provide proof of homeowner's insurance policy and verification of a claim was filed with your provider. Provide proof whether or not the insurance will cover any part of the repair.
3. Must have filed a claim with FEMA if eligible.

Mobile homes will not be eligible for assistance. However, if there is an emergency accessibility hardship case involving a manufactured home, it will be evaluated based on the merits of the hardship claim, supporting documentation, as well as the amount of assistance needed and is subject to HND management approval. Total funding for such hardship cases will not exceed the 20% of SHIP funds per Florida statutes.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. **Name of the Strategy: Expedited Permitting**

Polk County began expedited permitting for affordable housing in 1998. The County has long offered same day single family permits for walk-in customers, which is also a valuable resource for expediting affordable housing projects. In 2018, the County began using an online development review and permitting system, known as the Accela Citizen Portal. While the County still offers same day single family permitting, now customers can apply electronically. Applicants submitting through Accela can indicate in the project description they are constructing an affordable housing project. The review and approval of such projects are conducted within one (1) business day. Multi-family building permit applications are only accepted online, and the

review is initiated within three (3) business days. Because of the SB 102 known as the Live Local Act HND coordinated with the Building Division to insert instructions to obtain Expedited Permitting for affordable housing developments on the Building's Division's website.

B. **Name of the Strategy: Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy: Polk County HND staff coordinates with other County departments regarding ordinances or regulations impacting affordable housing. Staff provides reports and updates to the AHAC for review and discussion at their regularly scheduled meetings. The AHAC provides staff with input and recommendations and HND prepares various reports for Polk County Board of County Commissioners (BoCC) consideration. Plan reviews are now conducted electronically.

C. Other Incentive Strategies Adopted:

Name of Strategy: Waiver of Impact Fees

Polk County has waived impact fees since 2007 totaling $8.7 million. To date Polk County continues to waive all impact fees for single family and multi-family housing construction for households making less than 80% of area median income for the area. The County also mitigates workforce housing impact fees for single family and multifamily construction at 100% except for educational impact fees for households making up to 120% of area median income for the Lakeland-Winter Haven MSA.

Name of Strategy: Inventory of Publicly Owned Land Suitable for Affordable Housing

a. Established policy and procedures: Polk County maintains a list of properties that are suitable for affordable housing and open to public sale. This inventory list is available on the County website and is a tool that can be used by interested developers to encourage increased production of affordable housing.

Name of Strategy: The Support of Development near Transportation Hubs, Employment Centers and Mixed-Use Developments

a. Established policy and procedures: The Polk County Comprehensive Plan encourages development to locate near transportation hubs, major employment centers and promotes mixed use- developments. The goal of the Polk County Comprehensive Plan is "To achieve an economically viable, efficient, safe, quality-living environment, through balanced and compact growth, compatible land use patterns, and wise use of economic and physical resources, while protecting and the natural environment".

In addition, the Polk County Comprehensive Plan discourages urban sprawl and outlines criteria to follow when determining the appropriateness of establishing or expanding any land use or development area, in accordance with the Florida Administrative Code. The Urban Sprawl Criteria are outlined in Policy 2.102-A10 of the Polk County Comprehensive Plan.

Policy 2.102-A11: Urban Sprawl Criteria In accordance with Rule 9J-5.006(5) of the Florida Administrative Code, Polk County will discourage the proliferation of urban sprawl by use of

the following criteria when determining the appropriateness of establishing or expanding any land use or development area. The analysis must ask whether or not the proposed plan amendment:

a. Promotes allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses in excess of demonstrated need.

b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

c. Promotes, allows, or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.

d. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as, wetlands, floodplains, native vegetation, environmentally sensitive areas, natural shorelines, beaches, bays, estuarine system, and other natural systems.

e. Fails to adequately protect adjacent agricultural areas and activities including Silviculture and active agricultural and Silvicultural activities as well as passive agricultural activities and dormant, unique, and prime farmlands and soils.

f. Fails to maximize use of existing public facilities and services.

g. Fails to minimize the use of future public facilities and services.

h. Allows for land use patterns or timing which will disproportionately increase the cost in time, money, and energy, of providing public facilities and services including roads, potable water, sanitary sewer, storm water management, law enforcement education health care, fire and emergency response, and general government.

i. Fails to provide a clear separation between urban and rural uses.

j. Discourages or inhibits in-fill development or redevelopment.

k. Fails to encourage an attractive and functional mix of land uses.

l. Results in poor accessibility among linked or related land uses.

m. Results in the loss of a significant amount of functional open space.

Name of Strategy: Demolition Lien Waiver

This is an amendment to the current structural Maintenance Ordinance and will implement a process to release the claim of lien for the costs incurred by the County for a demolition of unsafe structures. These lots are located throughout Polk County and the affordable housing Demolition Lien Waiver is targeted to

very low (50% of the area median income), low (80% of the area median income) and moderate-income persons (120% of the area median income) persons. Affordable Housing shall mean a Dwelling Unit which is offered for sale or rent to Low-Income Persons or Very-Low-Income Persons and which monthly rent or monthly mortgage payments, including taxes and insurance, do not exceed thirty (30) per cent of that amount which represents the percentage of the median adjusted gross income for Low-Income Persons and Very-Low-Income Persons.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed, or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).
G. Interlocal Agreement (Required if applicable). – N/A
H. Other Documents Incorporated by Reference. – Polk County Subordination Policy

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Polk County

Fiscal Year: 2023-2024		
Estimated SHIP Funds for Fiscal Year:	$	5,567,559.00
Salaries and Benefits	$	544,755.90
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	1,000.00
Advertising	$	1,000.00
Other*	$	5,000.00
Total	$	556,755.90
Admin %		10.00%
		OK
Fiscal Year 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	5,567,559.00
Salaries and Benefits	$	544,755.90
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	1,000.00
Advertising	$	1,000.00
Other*	$	5,000.00
Total	$	556,755.90
Admin %		10.00%
		OK
Fiscal Year 2025-2026		
Estimated SHIP Funds for Fiscal Year:	$	5,567,559.00
Salaries and Benefits	$	544,755.90
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	1,000.00
Advertising	$	1,000.00
Other*	$	5,000.00
Total	$	556,755.90
Admin %		10.00%
		OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here but must be detailed in the LHAP main document.

Details:

Exhibit B
Timeline for SHIP Expenditures

Polk County, affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year N/A.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2023-2024

Name of Local Government:

Estimated Funds (Anticipated allocation only):			$ 5,567,559								
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
1	Purchase Assistance with Rehab	Yes	6	$40,000	9	$28,000	5	$23,000	$607,000.00	$0.00	$607,000.00	20
2	Purchase Assistance without Rehab	Yes		$40,000		$28,000		$23,000	$0.00	$0.00	$0.00	0
3	Owner Occupied Rehabilitation	Yes	6	$110,000	9	$110,000		$0	$1,650,000.00	$0.00	$1,650,000.00	15
4	Demolition/Reconstruction	Yes		$190,000		$190,000		$0	$0.00	$0.00	$0.00	0
10	New Construction	Yes	4	$195,000	3	$195,000		$195,000	$1,365,000.00	$0.00	$1,365,000.00	7
5	Disaster Assistance	Yes		$0		$0		$0	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No		$0		$0		$0	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		16		21		5		$3,622,000.00	$0.00	$3,622,000.00	42
Purchase Price Limits:			New	$349,526.00	Existing	$ 349,526						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
14	Rehabilitation	Yes		$175,000		$175,000		175000	$0.00	$0.00	$0.00	0
21	New Construction	Yes	3	$175,000	4	$175,000		175000	$1,225,000.00	$0.00	$1,225,000.00	7
23	Security and/or Utility Deposits	No		$0		$0		0	$0.00	$0.00	$0.00	0
26	Rapid Re-Housing	No		$0		$0		0	$0.00	$0.00	$0.00	0
16	Disaster Assistance	No		$0		$0		0	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		3		4		0		$1,225,000.00	$0.00	$1,225,000.00	7
	Administration Fees		$	500,000		9%		OK				
	Home Ownership Counseling		$	200,000								
	Total All Funds		$	5,547,000	OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		87.1%	OK
Homeownership % (65% requirement)		65.1%	OK
Rental Restriction (25%)		22.0%	OK
Very-Low Income (30% requirement)	$ 2,205,000	39.6%	OK
Low Income (30% requirement)	$ 1,827,000	32.8%	OK
Moderate Income	$ 115,000	2.1%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2024-2025

Name of Local Government:

Estimated Funds (Anticipated allocation only):			$ 5,567,559									
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
1	Purchase Assistance with Rehab	Yes	1	$52,500	5	$42,500	15	$32,500	$752,500.00	$0.00	$752,500.00	21
2	Purchase Assistance without Rehab	Yes	0	$52,500	0	$42,500	0	$32,500	$0.00	$0.00	$0.00	0
4	Owner Occupied Rehabilitation	Yes	6	$110,000	8	$110,000	0	$0	$1,540,000.00	$0.00	$1,540,000.00	14
3	Demolition/Reconstruction	Yes	0	$190,000	0	$190,000	0	$0	$0.00	$0.00	$0.00	0
10	New Construction	Yes	4	$195,000	3	$195,000	0	$195,000	$1,365,000.00	$0.00	$1,365,000.00	7
5	Disaster Assistance	Yes	0	$0	0	$0	0		$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	Yes	0	$0	0	$0	0		$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		11		16		15		$3,657,500.00	$0.00	$3,657,500.00	42
Purchase Price Limits:			New	$600,000	Existing	$580,000						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
14	Rehabilitation	Yes	0	$175,000	0	$175,000	0	175000	$0.00	$0.00	$0.00	0
21	New Construction	Yes	3	$175,000	4	$175,000	0	175000	$1,225,000.00	$0.00	$1,225,000.00	7
23	Security and/or Utility Deposits	No	0						$0.00	$0.00	$0.00	0
26	Rapid Re-Housing	No	0						$0.00	$0.00	$0.00	0
16	Disaster Assistance	No	0						$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		3		4		0		$1,225,000.00	$0.00	$1,225,000.00	7
	Administration Fees		$	478,994	9%		OK					
	Home Ownership Counseling		$	200,000								
	Total All Funds		$	5,561,494 OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		87.7%	OK
Homeownership % (65% requirement)		65.7%	OK
Rental Restriction (25%)		22.0%	OK
Very-Low Income (30% requirement)		$ 2,017,500 36.2%	OK
Low Income (30% requirement)		$ 1,677,500 30.1%	OK
Moderate Income		$ 487,500 8.8%	

FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2025-2026

Name of Local Government:

Estimated Funds (Anticipated allocation only): $ 4,495,775

Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
	Homeownership											
1	Purchase Assistance with Rehab	Yes	1	$52,500	2	$42,500	9	$32,500	$430,000.00	$0.00	$430,000.00	15
2	Purchase Assistance without Rehab	Yes	0	$52,500	0	$42,500	0	$32,500	$0.00	$0.00	$0.00	0
3	Owner Occupied Rehabilitation	Yes	1	$110,000	1	$110,000	0	$0	$220,000.00	$0.00	$220,000.00	15
4	Demolition/Reconstruction	Yes	8	$190,000	2	$190,000	0	$0	$1,900,000.00	$0.00	$1,900,000.00	15
5	New Construction	Yes	1	$195,000	1	$195,000	0	$195,000	$390,000.00	$0.00	$390,000.00	7
6	Disaster Assistance	Yes	0	$0	0	$0	0	$0	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	Yes	0	$0	0	$0	0	$0	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		11		6		9		$2,940,000.00	$0.00	$2,940,000.00	37
	Purchase Price Limits:		New	$ 349,523	Existing	$ 349,523						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
14	Rehabilitation	Yes	0	$175,000	0	$175,000	0	175000	$0.00	$0.00	$0.00	0
21	New Construction	Yes	2	$175,000	3	$175,000	0	175000	$875,000.00	$0.00	$875,000.00	5
23	Security and/or Utility Deposits	No	0		0	$0		0	$0.00	$0.00	$0.00	0
26	Rapid Re-Housing	No	0		0	$0	0		$0.00	$0.00	$0.00	0
16	Disaster Assistance	No	0		0	$0	0	0	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		2		3		0		$875,000.00	$0.00	$875,000.00	5
	Administration Fees		$	449,577		10%		OK				
	Home Ownership Counseling		$	200,000								
	Total All Funds			$4,464,577.00		OK						

Set-Asides

Percentage Construction/Rehab (75% requirement)		86.0%		OK
Homeownership % (65% requirement)		70.5%		OK
Rental Restriction (25%)		19%		OK
Very-Low Income (30% requirement)	$	1,877,500	41.8%	OK
Low Income (30% requirement)	$	1,990,000	44.3%	OK
Moderate Income	$	292,500	6.6%	

Exhibit D
67-37.005(1), F.A.C.
2023

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: Polk County,

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida ha[illegible] been implemented (except for Miami-Dade County).

Witness

Witness

Chief Elected Official or designee

George Lindsey, III. Chairman
Type Name and Title

R.24

Date - April 4, 2023

OR

Stacy M. Butterfield, *Clerk*

Attest:

Alison Holland
Deputy Clerk

(Seal)

Exhibit E
67-37.005(1), F.A.C.
2023

RESOLUTION **2023-033**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SECTIONS 420.907-420.9079, FLORIDA STATUTES; AND CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE REGARDING THE PLAN; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

****

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317, Laws of Florida, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (the "SHIP Act"), and Rule Chapter 67-37, Florida Administrative Code, require local governments to develop a one- to three-year Local Housing Assistance Plan (the "LHAP") outlining how SHIP funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy stated in the LHAP; and

WHEREAS , the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the SHIP Act, the attached LHAP defines the methodology and purchase prices used to establish the required prices; and

WHEREAS, as the Board of County Commissioners ("Board") finds that five percent (5%) of the local housing distribution moneys plus five percent (5%) of program income is insufficient to adequately pay the necessary costs of administering the LHAP, then in accordance with section 420.9075, Florida Statutes, the cost for administering the attached LHAP program will not exceed ten percent (10%) of the local housing distribution plus five percent (5%) of program income deposited into the trust fund; and

WHEREAS, the Polk County Housing and Neighborhood Development Office prepared the attached three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board finds it is in the best interest of the public for Polk County to submit the

attached Local Housing Assistance Plan to the Florida Housing Finance Corporation for review and approval so as to qualify for said SHIP documentary stamp tax funds;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AT A REGULAR MEETING ASSEMBLED THIS 4TH DAY OF APRIL, 2023 THAT:

Section 1: The Board hereby approves the Local Housing Assistance Plan for fiscal years 2023-2024, 2024-2025, 2025-2026 attached as Attachment "A" to this Resolution and incorporated herein and authorizes its submission to the Florida Housing Finance Corporation as required by ss. 420.907-420.9079, Florida Statutes.

Section 2: The Chair is hereby designated and authorized to execute any documents and certifications related to the attached Local Housing Assistance Plan which may be required by the Florida Housing Finance Corporation.

Section 3: This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED BY THE GOVERNING BOARD OF POLK COUNTY, FLORIDA THIS 4th DAY OF April, 2023.

ATTEST:

STACY M. BUTTERFIELD,
Clerk and Auditor to the Board

By: Alison Holland
Deputy Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By:
George Lindsey, III, Chair

R.24

F. Ordinance: (If changed from the original creating ordinance) – Original Ordinance has not changed.

G. Interlocal Agreement – N/A

H. Other Documents Incorporated by Reference

SHIP Purchase Price Limits and B. Polk County Subordination Policy

Rev. Proc. 2022-21	
County	**SHIP Limit***
Baker	**$ 359,263.80**
Broward	**$ 382,194.90**
Clay	**$ 359,263.80**
Collier	**$ 458,634.60**
Duval	**$ 359,263.80**
Martin	**$ 358,308.00**
Miami-Dade	**$ 382,194.90**
Monroe	**$ 590,491.80**
Nassau	**$ 359,263.80**
Okaloosa	**$ 448,124.40**
Palm Beach	**$ 382,194.90**
St. Johns	**$ 359,263.80**
St. Lucie	**$ 358,308.00**
Walton	**$ 448,124.40**
All Other Areas	**$ 349,525.80**

*90 percent of the IRS Limit

Polk County Home Key 1st Mortgage

Family Size	Maximum Non-Target area Income	Maximum Target Area Income
1-2 family members	$81,000	$95,160
3+ family member	$93,553	$111,020

Maximum purchase price is $349,525 for non-Target areas and $427,198 for Target areas.

POLK COUNTY
HOUSING AND NEIGHBORHOOD DEVELOPMENT OFFICE
HOUSING DEVELOPMENT SECTION

SUBORDINATION POLICY

1. The policy of the **Polk** County is not to subordinate; **however, we will consider a subordination if there is a reduction in the interest rate of the first mortgage on a case-by-case basis.**

2. Requests for waiver of the policy must be in writing from the lending institution and submitted to:

   Housing Administrative Supervisor Polk County
   Housing and Neighborhood Development Office P.O.
   Box 9005, Drawer HS04
   Bartow, Florida 33831-9005

   Telephone: (863) 534-5241
   Fax: (863) 534-0349

3. Requests for waiver of the policy must be approved by the County Manager of (BoCC) which takes approximately thirty days to be completed. Before this is done, the following documents and information must be provided to the Housing Administrative Supervisor:
   A. Lender's Proof of licensure to do business in the State of Florida.
   B. Authorization for Release of Information signed by the homeowner (signatures will be verified).
   C. **A copy of the first mortgage/note must be provided along with current balance and interest rate. Polk County's equity may not be included in the refinance.**
   D. A Loan Estimate completed.
   E. Uniform Underwriting and Transmittal Summary (1008) completed.
   F. Uniform Residential Loan Application (1003) completed.
   G. **If HUD-1008 or HUD-1003 is incomplete as to income and/or front and back ratio, provide two paystubs for each person who reside in the home and are above 18 years of age.**
   H. Complete terms and conditions of the new loan.
   I. Reason for the Subordination request.
   J. Indicate if the taxes and insurance payments are included in the new loan or if the homeowner will be responsible for them.

K. **The homeowner's equity may not be used to consolidate debts, i.e., credit card debt nor homeowner's equity line of credit.**

L. **Other supporting documentation as to the validity of the reason may be requested.**

Note: Consideration **will not** be given to any request for waiver of the subordination policy without this information. Additional information may be required.

4. The County very rarely agrees to subordinate, usually only for proven hardship. ***Credit card debt is not a basis for waiver of the Subordination Policy or opening a homeowner's equity line of credit***. In the rare instance that the County agrees to subordinate, it takes a minimum of thirty days for the County Manager to approve and authorize the Subordination. **The homeowner(s) will need to sign the Subordination Agreement prior to the request being sent to the County Manager.** After County Manager approval, the signed Subordination Agreement will be sent to the lender for loan closing. The lender is responsible for recording the Subordination Agreement. The lender is also responsible for providing a copy of the recorded Subordination Agreement to Polk County.

5. Request(s) for waiver **will be** reviewed and a decision made on a case-by-case basis on such merits as the following:
   a. Emergency needs arising out of natural disasters.
   b. Emergency repairs which eliminate a threat to the health or safety of the occupants or that eliminate an immediate or imminent danger to the dwelling itself.
   c. Refinancing to lower the interest rate on the first mortgage if the closing costs and/or fees can be recovered within four (4) years.
   d. Refinancing for medical emergencies.
   e. If there is sufficient equity to support all outstanding mortgages.

6. Requests for waiver **will not be** considered under the following conditions:
   a. The Loan to Value ratio exceeds 100%.
   b. The housing Debt to Income ratio exceeds 33%.
   c. The total Debt to Income ratio exceeds 40%.
   d. The mortgage lender and applicant fail to provide all required documentation.
   e. The Homeowner does not reside at the property.
   f. The Homeowner received a prior approved Subordination.

Agenda Item R.14. 11/18/2025

SUBJECT

Approve dental insurance policy with Cigna Health and Life Insurance Company, effective January 1, 2026.

DESCRIPTION

Earlier this year, Polk County issued a Request for Proposal (RFP) for dental insurance services and selected Cigna Health and Life Insurance Company (Cigna) to provide insurance coverage and related administrative services to County employees, spouses, and dependents.

The current dental insurance policy with Aetna expires on December 31, 2025. Implementation activities with Cigna are nearing completion in preparation for a policy effective date of January 1, 2026. This is a fully insured insurance policy where Cigna assumes all risk and administrative responsibilities for the dental benefits program.

The new Cigna policy will result in an **overall 14% reduction in employee dental insurance premiums** compared to current Aetna rates, providing direct cost savings to employees who elect dental coverage.

RECOMMENDATION

Staff recommends Board approval authorizing the Risk Management Director to bind dental insurance coverage with Cigna Health and Life Insurance Company, effective January 1, 2026, as detailed above.

FISCAL IMPACT

No direct cost to the County. This is a fully insured policy where all premiums and fees are paid by employees who elect dental coverage through payroll deduction. The County serves as the sponsoring entity for this voluntary employee benefit.

CONTACT INFORMATION

Mark Thomas

Director, Risk Management

863-534-5265

Cigna Dental Benefit Summary
POLK COUNTY BOARD OF COUNTY COMMISSIONERS
Plan Effective Date: 01/01/2026

Insured By: Cigna Health and Life Insurance Company

Your plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.

Receiving regular dental care can not only catch minor problems before they become major and expensive to treat - it may even help improve your overall health. Gum disease is increasingly being linked to complications for pre-term birth, heart disease, stroke, diabetes, osteoporosis, and other health issues. That's why this dental plan includes Cigna Dental WellnessPlus℠, which is designed to encourage visits to your dentist for preventive care.

The maximum will:
- **Increase one level in the following benefit period**

Please refer to your plan materials for additional information on this plan feature.

Plan Option Name: DENTAL PPO HIGH PLAN

Network Options	TOTAL	Non-Network
Annual Deductible Individual/Family	$50/$150	$50/$150
Annual Maximum Individual	Level 1: $1750 Level 2: $1950 Level 3: $2150 Level 4: $2350	Level 1: $1750 Level 2: $1950 Level 3: $2150 Level 4: $2350
Reimbursement Level	Based on Contracted Fees	90th percentile of Maximum Reimbursable Charge
Summary of Benefits **For a complete listing of your benefits, please see your Certificate or Plan Document**		
Class 1		
Diagnostic services - No Deductible Applies. Annual Maximum Applies Unless Noted		
Oral Evaluations: Limited to 2 per Year	100%	100%
Radiographs (X-Rays): Limited to 2 per Year		
Non-Standard Radiographs (X-Rays): Limited to 1 per 36 Consecutive Months		
Preventive - No Deductible Applies. Annual Maximum Applies Unless Noted		
Prophylaxis (Cleaning): Limited to 2 per Year	100%	100%
Fluoride: Limited to 1 per Year, age 0 - 18		
Sealants: Limited to 1 per 36 Consecutive Months, age 0 - 15		
Space Maintainers: Age 0 - 18		
Emergency Care - No Deductible Applies. Annual Maximum Applies Unless Noted		
Palliative Care	100%	100%
Class 2		
Basic Restoration - Annual Deductible Applies Unless Noted. Annual Maximum Applies Unless Noted		
Amalgam/Silver Restoration (Filling): Limited to 1 per 12 Consecutive Months	80%	80%
Composite/White Restoration (Filling): Limited to 1 per 12 Consecutive Months		
Crown Repair		
Bridge Repair		
Denture Adjustment: Limited to 1 per 12 Consecutive Months		
Denture Repair: Limited to 1 per 12 Consecutive Months		
Denture Reline: Limited to 1 per 12 Consecutive Months		
Anesthesia		

Endodontics - Annual Deductible Applies Unless Noted. Annual Maximum Applies Unless Noted		
Root Canal: Limited to 1 per Lifetime	80%	80%
Periodontics - Annual Deductible Applies Unless Noted. Annual Maximum Applies Unless Noted		
Periodontal Scaling and Root Planing: Limited to 1 per 24 Consecutive Months	80%	80%
Major/Surgical Periodontics: Limited to 1 per 36 Consecutive Months		
Oral Surgery - Annual Deductible Applies Unless Noted. Annual Maximum Applies Unless Noted		
Simple/Non-Surgical Extraction	80%	80%
Surgical Extraction		
Other Oral Surgery		
Class 3		
Major Restoration - Annual Deductible Applies Unless Noted. Annual Maximum Applies Unless Noted		
Inlay/Onlay	50%	50%
Crown: Limited to 1 per 60 Consecutive Months		
Bridge/Pontic: Limited to 1 per 60 Consecutive Months		
Removable and Fixed Prosthetic: Limited to 1 per 60 Consecutive Months		
Prosthetic Over Implant: Limited to 1 per 60 Consecutive Months		
Implants: Limited to 1 per 60 Consecutive Months		

Benefit Plan Provisions	
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.
Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit specific maximums may also apply.
Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit specific deductibles may also apply.
Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Reimbursement Level	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse according to a Fee Schedule or Discount Schedule. Cigna Dental will reimburse based on the Maximum Reimbursable Charge. For this plan, the MRC is calculated at the 90th percentile of all provider allowed amounts in the geographic area. The dentist may balance bill up to their usual fees.
Timely Filing	Claims submitted to Cigna after a specified number of months from date of service could be denied. Please see your Certificate or Plan Document for detail.
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of $200 is proposed by the provider.
Late Entrant Limitation Provision	Diagnostic, Preventive and Basic services are paid at the amounts set forth in your Certificate or Plan Document. All other services are paid at 50% of the amounts set forth in your Certificate or Plan Document. After a person has been continuously insured for 12 months, this limit no longer applies. Please see your Certificate or Plan Document for details.
Missing Tooth Limitation Provision	For teeth missing prior to coverage with Cigna, the amount payable is 50% of the amount otherwise payable until covered for 12 months.
Oral Health Integration Program	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible but will be applied to the plan annual maximum. For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to www.mycigna.com or call customer service 24/7 at 1-800-Cigna24.

Exclusions
What's Not Covered (not all-inclusive): Your plan provides for most dentally necessary services. The complete list of exclusions is provided in your Certificate or Plan Document. To the extent there may be differences, the terms of the Certificate or Plan Document will prevail. Examples of things your plan does not cover, unless required by law, include but are not limited to:
Procedures and services not included in the list of covered dental expenses;
Diagnostic: cone beam imaging;
Preventive Services: instructions for plaque control, oral hygiene and/or nutritional counseling;
Restorative: tooth colored materials such as veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars (back or posterior teeth);
Periodontics: bite registrations; splinting;
Prosthodontic: precision or semi-precision attachments;
Orthodontics: orthodontic treatment;
Procedures, appliances or restorations whose sole purpose is to change or preserve occlusion (teeth contact or bite) except for orthodontic services as covered by the plan; or to stabilize teeth affected by periodontal (gum) disease;
Procedures, appliances or restorations, except full dentures, whose main purpose is to diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ);
Athletic mouth guards : services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines;
Services that are deemed to be medical in nature; services and supplies received from a hospital; Drugs: prescription drugs;
Charges in excess of the Maximum Reimbursable Charge;
Important things to consider:
This document is an overview provided for your convenience and contains a general description of your dental benefit plan. This document is meant for you to use as a reference guide. A complete description of your dental benefit plan including plan exclusions and limitations is located in the group contract between your plan sponsor and Cigna Dental as well as your Certificate or Plan Document. Covered Expenses will not include, and no payment will be made for procedures and services not listed in the group contract. Benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan, any medical expense plan or prepaid treatment program sponsored or made available by your Employer. A copy of the NH Dental Outline of Coverage is available and can be downloaded at Health Insurance & Medical Forms for Customers | Cigna under Dental Forms. In Texas, the insured dental product is referred to as Cigna Dental Choice and this plan uses the national Cigna DPPO network. Cigna Dental PPO plans are underwritten or administered by Cigna Health and Life Insurance Company or Connecticut General Life Insurance Company with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Arizona and Louisiana, the insured Dental PPO plan offered by CGLIC is known as the "CG Dental PPO". "Cigna," the "Tree of Life" logo and "Cigna Dental Care" are registered service marks of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company (CGLIC), Cigna Health and Life Insurance Company (CHLIC), Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries. **For questions regarding benefit coverage, plan limitations, plan exclusions, claims or any other information need, please visit our website at www.mycigna.com or call Cigna Customer Service 24/7 at 1.800.CIGNA24.** © 2026 Cigna

Cigna Dental Benefit Summary
POLK COUNTY BOARD OF COUNTY COMMISSIONERS
Plan Effective Date: 01/01/2026

Insured By: Cigna Health and Life Insurance Company

Your plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.

Receiving regular dental care can not only catch minor problems before they become major and expensive to treat - it may even help improve your overall health. Gum disease is increasingly being linked to complications for pre-term birth, heart disease, stroke, diabetes, osteoporosis, and other health issues. That's why this dental plan includes Cigna Dental WellnessPlus℠, which is designed to encourage visits to your dentist for preventive care.

The maximum will:
- **Increase one level in the following benefit period**

Please refer to your plan materials for additional information on this plan feature.

Plan Option Name: DENTAL PPO LOW PLAN

	DPPO - TOTAL		
Network Options	**ADVANTAGE**	**TOTAL**	**Non-Network**
Annual Deductible Individual/Family	$50/$150	No Deductible	No Deductible
Annual Maximum Individual	Level 1: $1250 Level 2: $1350 Level 3: $1450 Level 4: $1550	Level 1: $1250 Level 2: $1350 Level 3: $1450 Level 4: $1550	Level 1: $1250 Level 2: $1350 Level 3: $1450 Level 4: $1550
Reimbursement Level	Based on Contracted Fees	Based on Contracted Fees	90th percentile of Maximum Reimbursable Charge
Summary of Benefits **For a complete listing of your benefits, please see your Certificate or Plan Document**			
Class 1			
Diagnostic services - No Deductible Applies. Annual Maximum Applies Unless Noted			
Oral Evaluations: Limited to 2 per Year	100%	70%	70%
Radiographs (X-Rays): Limited to 2 per Year			
Non-Standard Radiographs (X-Rays): Limited to 1 per 36 Consecutive Months			
Preventive - No Deductible Applies. Annual Maximum Applies Unless Noted			
Prophylaxis (Cleaning): Limited to 2 per Year	100%	70%	70%
Fluoride: Limited to 1 per Year, age 0 - 18			
Sealants: Limited to 1 per 36 Consecutive Months, age 0 - 15			
Space Maintainers: Age 0 - 18			
Emergency Care - No Deductible Applies. Annual Maximum Applies Unless Noted			
Palliative Care	100%	100%	100%

Class 2			
Basic Restoration - Annual Deductible Applies Unless Noted. Annual Maximum Applies Unless Noted			
Amalgam/Silver Restoration (Filling): Limited to 1 per 12 Consecutive Months	70%	30%	30%
Composite/White Restoration (Filling): Limited to 1 per 12 Consecutive Months			
Crown Repair			
Bridge Repair			
Denture Adjustment: Limited to 1 per 12 Consecutive Months			
Denture Repair: Limited to 1 per 12 Consecutive Months			
Denture Reline: Limited to 1 per 12 Consecutive Months			
Anesthesia			
Endodontics - Annual Deductible Applies Unless Noted. Annual Maximum Applies Unless Noted			
Root Canal: Limited to 1 per Lifetime	70%	30%	30%
Periodontics - Annual Deductible Applies Unless Noted. Annual Maximum Applies Unless Noted			
Periodontal Scaling and Root Planing: Limited to 1 per 24 Consecutive Months	70%	30%	30%
Major/Surgical Periodontics: Limited to 1 per 36 Consecutive Months			
Oral Surgery - Annual Deductible Applies Unless Noted. Annual Maximum Applies Unless Noted			
Simple/Non-Surgical Extraction	70%	30%	30%
Surgical Extraction			
Other Oral Surgery			
Class 3			
Major Restoration - Annual Deductible Applies Unless Noted. Annual Maximum Applies Unless Noted			
Inlay/Onlay	50%	30%	30%
Crown: Limited to 1 per 60 Consecutive Months			
Bridge/Pontic: Limited to 1 per 60 Consecutive Months			
Removable and Fixed Prosthetic: Limited to 1 per 60 Consecutive Months			
Prosthetic Over Implant: Limited to 1 per 60 Consecutive Months			
Implants: Limited to 1 per 60 Consecutive Months			

Benefit Plan Provisions	
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.
Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit specific maximums may also apply.
Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit specific deductibles may also apply.
Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Reimbursement Level	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse according to a Fee Schedule or Discount Schedule. Cigna Dental will reimburse based on the Maximum Reimbursable Charge. For this plan, the MRC is calculated at the 90th percentile of all provider allowed amounts in the geographic area. The dentist may balance bill up to their usual fees.
Timely Filing	Claims submitted to Cigna after a specified number of months from date of service could be denied. Please see your Certificate or Plan Document for detail.
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of $200 is proposed by the provider.
Late Entrant Limitation Provision	Diagnostic, Preventive and Basic services are paid at the amounts set forth in your Certificate or Plan Document. All other services are paid at 50% of the amounts set forth in your Certificate or Plan Document. After a person has been continuously insured for 12 months, this limit no longer applies. Please see your Certificate or Plan Document for details.
Missing Tooth Limitation Provision	For teeth missing prior to coverage with Cigna, the amount payable is 50% of the amount otherwise payable until covered for 12 months.
Oral Health Integration Program	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible but will be applied to the plan annual maximum. For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to www.mycigna.com or call customer service 24/7 at 1-800-Cigna24.

Exclusions
What's Not Covered (not all-inclusive): Your plan provides for most dentally necessary services. The complete list of exclusions is provided in your Certificate or Plan Document. To the extent there may be differences, the terms of the Certificate or Plan Document will prevail. Examples of things your plan does not cover, unless required by law, include but are not limited to:
Procedures and services not included in the list of covered dental expenses;
Diagnostic: cone beam imaging;
Preventive Services: instructions for plaque control, oral hygiene and/or nutritional counseling;
Restorative: tooth colored materials such as veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars (back or posterior teeth);
Periodontics: bite registrations; splinting;
Prosthodontic: precision or semi-precision attachments;
Orthodontics: orthodontic treatment;
Procedures, appliances or restorations whose sole purpose is to change or preserve occlusion (teeth contact or bite) except for orthodontic services as covered by the plan; or to stabilize teeth affected by periodontal (gum) disease;
Procedures, appliances or restorations, except full dentures, whose main purpose is to diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ);
Athletic mouth guards : services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines;
Services that are deemed to be medical in nature; services and supplies received from a hospital; Drugs: prescription drugs;
Charges in excess of the Maximum Reimbursable Charge;

Important things to consider:

This document is an overview provided for your convenience and contains a general description of your dental benefit plan. This document is meant for you to use as a reference guide. A complete description of your dental benefit plan including plan exclusions and limitations is located in the group contract between your plan sponsor and Cigna Dental as well as your Certificate or Plan Document. Covered Expenses will not include, and no payment will be made for procedures and services not listed in the group contract. Benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan, any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

A copy of the NH Dental Outline of Coverage is available and can be downloaded at Health Insurance & Medical Forms for Customers | Cigna under Dental Forms.

In Texas, the insured dental product is referred to as Cigna Dental Choice and this plan uses the national Cigna DPPO network.
Cigna Dental PPO plans are underwritten or administered by Cigna Health and Life Insurance Company or Connecticut General Life Insurance Company with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Arizona and Louisiana, the insured Dental PPO plan offered by CGLIC is known as the "CG Dental PPO".

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For questions regarding benefit coverage, plan limitations, plan exclusions, claims or any other information need, please visit our website at www.mycigna.com or call Cigna Customer Service 24/7 at 1.800.CIGNA24.

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Agenda Item R.15. 11/18/2025

SUBJECT

Approve the amendment and restatement to the contract with Lake Wales Care Center, Inc. for the provision of primary and specialty care services to eligible low-income county residents at the Lake Wales Free Clinic. (Total amount not to exceed $187,386 annually)

DESCRIPTION

The Lake Wales 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 2012 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, and ancillary and diagnostic 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 Lake Wales Care Center, Inc. for the provision of primary and specialty care services at the Lake Wales 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 # 20-146-IHC

This Amendment and Restatement to Contract for Services ("Contract") is made effective **October 1, 2025** ("Effective Date") by and between **Lake Wales Care Center, Inc.**, a Florida not-for-profit corporation, for Services provided at the Lake Wales Free Clinic ("LWFC"), and Polk County, a political subdivision of the State of Florida ('COUNTY"), (LWFC and COUNTY shall be jointly referred to herein as the "Parties").

WITNESS TO:

WHEREAS, the COUNTY and LWFC entered into a Contract for Services (Contract # 20-146-IHC) for the provision of free health care services for qualified Polk County residents at or below 200% of the Federal Poverty Level ("FPL"); and

WHEREAS, the Parties now desire to enter into this Amendment and Restatement for the purposes of extending the term of the Contract and modifying certain provisions of the Contract. This Amendment and Restatement fully amends and replaces Contract # 20-146-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 LWFC 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 LWFC 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 LWFC 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 LWFC providing Services to Qualified Residents, the COUNTY will annually pay LWFC a total amount not to exceed One Hundred Eighty-Seven Thousand Three Hundred Eighty-Six and no/100 Dollars ($187,386) 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 LWFC 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 LWFC of such findings.

2.3 LWFC 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 LWFC shall deliver, or cause to be delivered to the COUNTY, a quarterly invoice for Services rendered by utilizing an invoice on LWFC 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 LWFC 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 LWFC for Services on a quarterly basis based upon approved invoices.

ARTICLE IV
REPORTING AND POLK HEALTHCARE PLAN REFERRALS

4.1 LWFC 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 – LWFC will furnish to the COUNTY a copy of the VHCPP Report that LWFC 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 – LWFC 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. LWFC shall request and obtain information from each individual who seeks Services from LWFC sufficient for LWFC to determine whether the individual could qualify for membership in the Polk HealthCare Plan. For purposes of making the determination, LWFC shall assume the information an individual provides is accurate and true. If LWFC determines an individual could qualify for Polk HealthCare Plan membership, then LWFC shall electronically refer the individual to the COUNTY via the shared data information system.

B. LWFC 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 LWFC 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 LWFC at least ten (10) days before the date the COUNTY must receive the requested information. COUNTY will provide LWFC with information relevant to support and coordination for the Electronic Eligibility System upon request, as needed.

4.4 LWFC 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 LWFC is unable to submit any required reporting by its due date, LWFC 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 LWFC.

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 LWFC 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 LWFC agrees that the COUNTY will monitor and evaluate LWFC's performance of its Contract activities as determined necessary by the COUNTY to include without limitation LWFC's Article IV reporting and referral obligations. The continuation of the Contract is contingent upon the evaluations substantiating LWFC is satisfactorily performing all its Contract obligations. Such monitoring and evaluation shall be based on the terms of this Contract and outcome measures. LWFC 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 LWFC hereby mutually agree to outcomes and performance objectives described in the attached Exhibit B. LWFC will furnish to the COUNTY the data that will be used to evaluate the effectiveness of the Services funded under this Contract.

5.3 LWFC 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 LWFC 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 LWFC 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 LWFC to COUNTY from non-federal and non-state resources.

ARTICLE VII
ASSURANCES

7.1 LWFC shall comply with the following assurances:

A. LWFC 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 LWFC shall also regulate the program operation

of LWFC. Any conflict or inconsistency between the Federal, State or County guidelines and regulations, LWFC'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 LWFC receives Federal financial assistance.

C. LWFC 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. LWFC 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, LWFC 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, LWFC certifies that it has a policy designed to ensure that LWFC's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.

F. LWFC 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." LWFC acknowledges that this Contract shall be void if it has violated the above-referenced statute. Additionally, LWFC 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," LWFC 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"). LWFC 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 LWFC dispenses medicinal drugs, LWFC 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, LWFC 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. LWFC 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. LWFC further acknowledges that

the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, LWFC 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, LWFC 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 LWFC 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 LWFC or keep and maintain public records required by the COUNTY to perform the service. If LWFC transfers all public records to the COUNTY upon completion of this Contract, LWFC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LWFC keeps and maintains public records upon completion of this Contract, LWFC 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 LWFC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LWFC'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, LWFC has executed an affidavit (Exhibit F) which has been signed by an officer or representative of LWFC under penalty of perjury attesting that LWFC 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. LWFC 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, LWFC has executed an affidavit (Exhibit G) which has been signed by an officer or representative of LWFC under penalty of perjury attesting that LWFC 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. LWFC 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 LWFC 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 LWFC 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 LWFC or its qualified physicians committed in connection with this Contract, LWFC's performance hereof or any work performed hereunder. LWFC 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 LWFC or its agents and employees. Funds made available pursuant to this Contract shall not be used by LWFC for the purpose of initiating or pursuing litigation against the COUNTY.

10.2 LWFC agrees to continually provide insurance, at least to the extent described in ARTICLE XI below. Prior to the execution of the Contract, LWFC shall furnish the COUNTY with written verification of the existence of such insurance coverage.

10.3 If any of the LWFC's health care professionals are provided sovereign immunity under the State of Florida's Volunteer Health Care Provider Program, then the LWFC shall maintain all documents necessary to evidence such sovereign immunity.

ARTICLE XI
INSURANCE

11.1 LWFC 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 LWFC 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 LWFC to comply with the provisions of this ARTICLE XI, the COUNTY may, at its option, upon notice to LWFC suspend the Contract for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at LWFC's expense, provided that the COUNTY shall have no obligation to do so. LWFC shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

11.6 LWFC shall provide property insurance for all property in an amount satisfactory to the COUNTY. LWFC shall require all its contractors to carry insurance and bond in an amount not less than funds awarded by LWFC to its contractors.

ARTICLE XII
MODIFICATION

12.1 The COUNTY may, at its discretion and upon provision of proper notice to LWFC, 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 LWFC 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 LWFC 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:

LAKE WALES CARE CENTER:
Robert Quam, Executive Director
Lake Wales Free Clinic
140 East Park Avenue
Lake Wales, FL 33853

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 LWFC 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 LWFC'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 LWFC an opportunity for any hearing, appeal, or other administrative proceeding which the COUNTY may be required to provide or which LWFC 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 LWFC in clearing a suspension after termination of any contract or award are not allowable unless the COUNTY expressly authorizes payment of such costs. Other LWFC 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 LWFC 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 LWFC 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 LWFC 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 LWFC 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.

LAKE WALES CARE CENTER, INC.
a Florida not-for-profit corporation

BY: _____
Robert Quam, Executive Director

DATE: 10-20-25

_____
WITNESS

_____
WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
_____, 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

LWFC 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. LWFC 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.

LWFC 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 patients to the Polk HealthCare Plan who are potentially eligible and are interested in the Plan.

PERFORMANCE OBJECTIVES

LWFC will meet the minimum objectives:

- Provide Services to 100 Qualified Residents
- 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:	Lake Wales Care Center, Inc.
Project Name:	Lake Wales Free Clinic
Contract #:	20-146-IHC
Award Amount:	$187,386.00

	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	$107,080.00		$24,000.00			**$131,080.00**
B. *Fringe and Benefits	$16,227.00				$4,410.00	**$20,637.00**
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	$25,500.00	$0.00	$7,060.00	$0.00	$3,183.10	**$35,743.10**
1. Medical / Dental Supplies	$1,500.00					**$1,500.00**
2. Medical / Dental Equipment (less than $5,000)						**$0.00**
3. Prescription Meds						**$0.00**
4. Medical-Subcontractor Fees (i.e. Procedures, screenings, labs, X-Rays, other medical diagnostics)	$24,000.00		$7,060.00		$3,183.10	**$34,243.10**
E. Contractual / Professional Services	$600.00	$0.00	$0.00	$0.00	$0.00	**$600.00**
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.	$600.00					**$600.00**
9. Other Consulting / Contractual Services						**$0.00**
F. Office Expenses	$20,900.00	$0.00	$0.00	$0.00	$0.00	**$20,900.00**
1. Telephone, Internet, Fax	$5,000.00					**$5,000.00**
2. Utilities	$4,400.00					**$4,400.00**
3. Postage and Shipping	$500.00					**$500.00**
4. Office Supplies	$3,000.00					**$3,000.00**
5. Copying / Printing (Inside & Outside)	$5,000.00					**$5,000.00**
6. Equipment (less than $5,000)	$1,500.00					**$1,500.00**
7. Computers & Software (less than $5,000)	$1,500.00					**$1,500.00**
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	$1,239.00	$0.00	$0.00	$0.00	$0.00	**$1,239.00**
1. Janitorial Services						**$0.00**
2. Routine Repairs	$1,239.00					**$1,239.00**
I. Insurance	$15,840.00					**$15,840.00**
J. Memberships & Subscriptions	$0.00	$0.00	$0.00	$0.00	$2,250.00	**$2,250.00**
1. Membership Fees					$2,250.00	**$2,250.00**
2. Subscriptions						**$0.00**
K. Capital (Equipment, buildings, & land greater than $5,000)						**$0.00**
Total Program	**$187,386.00**	**$0.00**	**$31,060.00**	**$0.00**	**$9,843.10**	**$228,289.10**

* 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.

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 Robert Quam (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.

Lake Wales Care Center, Inc.
NONGOVERNMENTAL ENTITY

SIGNATURE

Robert Quam
PRINT NAME

Executive Director
TITLE

10.20.25
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.

Lake Wales Care Center (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: Robert Quam

TITLE: Executive Director

SIGNATURE: _____ DATE: 10/20/2025

POLK COUNTY
CONTRACT FOR SERVICES
CONTRACT # 20-146-IHC

This Contract for Services ("Contract") is made effective from **October 1, 2020** ("Effective Date") to **September 30, 2023** by and between **Lake Wales Care Center, Inc.**, a Florida not-for profit corporation, commonly referred to as Lake Wales Free Clinic ("LWFC"), and Polk County, a political subdivision of the State of Florida ("COUNTY"), (LWFC and COUNTY shall be jointly referred to herein as the "Parties").

WHEREAS, the COUNTY and LWFC 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 LWFC 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 LWFC 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 LWFC 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 LWFC the budgeted amount not to exceed One Hundred Forty Thousand One Hundred Ninety and no/100 dollars ($140,190) 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 LWFC by the COUNTY for a Service not covered by this Contract, LWFC shall promptly refund such payment provided written notice of payment for such non-covered Service has been made by the COUNTY.

2.3 LWFC 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 LWFC shall deliver, or cause to be delivered, a quarterly invoice by utilizing an invoice on LWFC'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 LWFC 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 LWFC on a quarterly basis based upon approved invoices.

ARTICLE IV
REPORTING

4.1 LWFC 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 – LWFC will furnish to the COUNTY a copy of the VHCPP Report that LWFC provides to the Florida Department of Health.

D. Summary of Services - LWFC 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 LWFC 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 LWFC at least ten (10) days before the information deadline imposed by the COUNTY. COUNTY will provide LWFC with information relevant to the shared data information system support and coordination upon request, as needed.

4.3 LWFC 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 LWFC is unable to submit any required reporting by the due date, LWFC 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 LWFC.

ARTICLE V
EVALUATION AND MONITORING

5.1 LWFC 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. LWFC 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 LWFC hereby mutually agree to outcomes and performance goals identified in Exhibit B. LWFC will furnish to the COUNTY the data that will be used to evaluate the effectiveness of the Services funded under this Contract.

5.3 LWFC 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 LWFC 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 LWFC 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 LWFC to COUNTY from non-federal and non-state resources.

ARTICLE VII
ASSURANCES

7.1 LWFC agrees that it will comply with the following assurances:

A. LWFC 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 LWFC shall also regulate the program operation of LWFC. Any conflict or inconsistency between the Federal, State, or County guidelines and regulations, LWFC'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 LWFC receives Federal financial assistance.

C. LWFC 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. LWFC 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, LWFC 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, LWFC certifies that it has a policy designed to ensure that LWFC's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.

F. LWFC 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." LWFC acknowledges that this Contract shall be void if they have violated the above-referenced statute. Additionally, LWFC 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, LWFC 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"). LWFC 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 LWFC dispenses medicinal drugs, LWFC 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, LWFC 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. LWFC 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. LWFC further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, LWFC 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, LWFC 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 LWFC 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 LWFC or keep and maintain public records required by the COUNTY to perform the service. If LWFC transfers all public records to the COUNTY upon completion of this Contract, LWFC shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If LWFC keeps and maintains public records upon completion of this Contract, LWFC 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 LWFC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LWFC'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 LWFC 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 LWFC 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 LWFC or its qualified physicians committed in connection with this Contract, LWFC's performance hereof, or any work performed hereunder. LWFC 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 LWFC or its agents and employees. Funds made available pursuant to this Contract shall not be used by LWFC for the purpose of initiating or pursuing litigation against the COUNTY.

10.2 LWFC 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, LWFC 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 LWFC's health care professionals are provided sovereign immunity under the State of Florida's Volunteer Health Care Provider Program, then the LWFC shall maintain all documents necessary to evidence such sovereign immunity.

ARTICLE XI
INSURANCE

11.1 LWFC 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 LWFC 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 LWFC to comply with the provisions, the COUNTY may, at its option, on notice to LWFC suspend the Contract for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at LWFC's expense, provided that the COUNTY shall have no obligation to do so. LWFC shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

11.6 LWFC shall provide property insurance for all property in an amount satisfactory to the COUNTY. LWFC shall require all its contractors to carry insurance and bond in an amount not less than funds awarded by LWFC to its contractors.

ARTICLE XII
MODIFICATION

12.1 The COUNTY may, at its discretion and upon provision of proper notice to LWFC 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 LWFC 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 LWFC 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:

LAKE WALES CARE CENTER:

Robert Quam, Executive Director
Lake Wales Free Clinic
140 East Park Avenue
Lake Wales, FL 33853

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 LWFC 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 LWFC 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 LWFC an opportunity for such hearing, appeal, or other administrative proceeding to which the COUNTY or LWFC 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 LWFC 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 LWFC 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 LWFC 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 LWFC 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 LWFC 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.

LAKE WALES CARE CENTER, INC.,
a Florida not-for-profit corporation

BY: _____
Robert Quam, Executive Director

DATE: 7.28.2020

_____
Witness

_____
Witness

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
W.C. Braswell, Commissioner ~~Chair~~

DATE: 8/18/2020
P.65

ATTEST: Stacy M. Butterfield, Clerk

BY: Alison Holland
Deputy Clerk

Reviewed as to Form:

BY: _____
County Attorney Office

SCOPE OF SERVICES

LWFC 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. LWFC 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.

LWFC 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
Lake Wales Free Clinic

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

Lake Wales Free Clinic
140 E Park Ave
Lake Wales, FL 33853

To: **Polk Co., a political subdivision of the State of Florida**
Indigent Health Care
2135 Marshall Edwards Drive
Bartow FL, 33805

Agreement # 20-146-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	2.5	$ 21,612.48	$ 21,612.48	$ 21,612.48	
	Administrative Staff Salaries	2.5	$ 12,236.40	$ 12,236.40	$ 12,236.40	
	Fringe and Benefits	25%	$ 8,462.22	$ 8,462.22	$ 8,462.22	
Personnel Total:			**$ 42,311.10**	**$ 42,311.10**	**$ 42,311.10**	$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		$ 7,000.00	$ 7,000.00	$ 7,000.00	
	Staff Travel for Patient Services		$ 1,000.00	$ 1,000.00	$ 1,000.00	
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)		$ 75,000.00	$ 75,000.00	$ 75,000.00	
	Conference/Training		$ 1,000.00	$ 1,000.00	$ 1,000.00	
Program Direct Services Total:			**$ 84,000.00**	**$ 84,000.00**	**$ 84,000.00**	$ -
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)		$ -	$ -	$ -	
	Insurance/License (Liability, auto, workers comp and professional licensing)		$ 4,762.00	$ 4,762.00	$ 4,762.00	
	Dues /Membership (subscriptions)		$ -	$ -	$ -	
	Communication (telephone, internet, fax)		$ 1,950.00	$ 1,950.00	$ 1,950.00	
	Utilities (water, electric, gas, sewer)		$ 2,050.00	$ 2,050.00	$ 2,050.00	
	Rentals/Leases (building, land, for admin offices)		$ -	$ -	$ -	
	Maintenance/Repairs (of office space)		$ -	$ -	$ -	
	Office Supplies (general office, computer and equipment <$1,000)		$ 5,116.90	$ 5,116.90	$ 5,116.90	
	Other		$ -	$ -	$ -	
Operational Total:			**$ 13,878.90**	**$ 13,878.90**	**$ 13,878.90**	$ -
Grand Total:			**$ 140,190.00**	**$ 140,190.00**	**$ 140,190.00**	$ -

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

Authorized Representative Name and Title (Print)

Authorized Representative Signature

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: [99-999-99]

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Bartow 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, optometry, labs, X Rays)	$ -					$ -	$ -
	Conference/Training	$ -					$ -	$ -
Program Direct Services Total:		$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Professional Fees (Accounting, legal, auditing, payroll fees, pharmacy labs)	$ -					$ -	$ -
	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 #20-146-IHC

This First Amendment to Contract for Services ("First Amendment") by and between **Lake Wales Care Center, Inc.**, a Florida not-for-profit corporation, for Services provided at the Lake Wales Free Clinic ("LWFC"), and Polk County, a political subdivision of the State of Florida ("COUNTY") is effective as of October 1, 2022, ("First Amendment Effective Date"). (LWFC 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, through September 30, 2023 (the Contract); and

WHEREAS, the Parties now desire to enter into this First Amendment for the purpose of increasing annual funding so LWFC can extend their hours of operation and add available Services including women's health and use of MRI and Ultrasound machines , and 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. Article II: FUNDING Section 2.1 is amended and restated as follows:

   2.1 The COUNTY agrees to pay LWFC the budgeted amount not to exceed One Hundred Seventy Thousand Forty-Six and no/100 dollars ($170,046) 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.

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. LWFC shall request and obtain information from each individual who seeks Services from LWFC sufficient for LWFC to determine whether the individual could qualify for membership in the Polk HealthCare Plan. For purposes of making the determination, LWFC shall assume the information an individual provides is accurate and true. If LWFC determines an individual could qualify for Polk HealthCare Plan membership, then LWFC shall electronically refer the individual to the COUNTY via the shared data information system.

   B. LWFC 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 LWFC 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 LWFC agrees that the COUNTY will monitor and evaluate LWFC's performance of its Contract activities as determined necessary by the COUNTY to include without limitation LWFC's Article IV reporting and referral obligations. The continuation of the Contract is contingent upon the evaluations substantiating LWFC is satisfactorily performing all its Contract obligations. Such monitoring and evaluation shall be based on the terms of this Contract and outcome measures. LWFC 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. 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.

7. 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.

LAKE WALES CARE CENTER, INC.,
a Florida not-for-profit corporation

By: _____
Robert Quam, Executive Director

Date: 8.10.22

_____
Witness

_____
Witness

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Dr. Martha Santiago, Chair

Date: 9/6/22 P.28

ATTEST: Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
County Attorney's Office

BUDGET

BUDGET FORM

Lake Wales Free Clinic
140 E Park Ave
Lake Wales, FL 33853

To: **Polk Co., a political subdivision of the State of Florida**
Indigent Health Care
2135 Marshall Edwards Drive
Bartow, FL 33830

Agreement # 20-146-IHC

Category	Description	FTEs	Oct'22-Sept'23	Oct'23-Sept'24	Oct'24-Sept'25	Annual In- Kind Match
	Clinical Staff Salaries	2.5	$ 21,500.00	$ 21,500.00	$ 21,500.00	
	Administrative Staff Salaries	2.5	$ 29,780.00	$ 29,780.00	$ 29,780.00	
	Fringe and Benefits	25.00%	$ 12,820.00	$ 12,820.00	$ 12,820.00	
Personnel Total:			**$ 64,100.00**	**$ 64,100.00**	**$ 64,100.00**	$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		$ 8,000.00	$ 8,000.00	$ 8,000.00	
	Staff Travel for Patient Services		$ 250.00	$ 250.00	$ 250.00	
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)		$ 75,000.00	$ 75,000.00	$ 75,000.00	
	Conference/Training		$ 250.00	$ 250.00	$ 250.00	
Program Direct Services Total:			**$ 83,500.00**	**$ 83,500.00**	**$ 83,500.00**	$ -
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)					
	Insurance/License (Liability, auto, workers comp and professional licensing)		$ 7,500.00	$ 7,500.00	$ 7,500.00	
	Dues /Membership (subscriptions)		$ 700.00	$ 700.00	$ 700.00	
	Communication (telephone, internet, fax)		$ 5,600.00	$ 5,600.00	$ 5,600.00	
	Utilities (water, electric, gas, sewer)		$ 2,750.00	$ 2,750.00	$ 2,750.00	
	Rentals/Leases (building, land, for admin offices)					
	Maintenance/Repairs (of office space)		$ 796.00	$ 796.00	$ 796.00	
	Office Supplies (general office, computer and equipment <$1,000)		$ 5,100.00	$ 5,100.00	$ 5,100.00	
	Other					
Operational Total:			**$ 22,446.00**	**$ 22,446.00**	**$ 22,446.00**	$ -
Grand Total:			**$ 170,046.00**	**$ 170,046.00**	**$ 170,046.00**	$ -

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

Robert Quam Executive Director
Authorized Representative Name and Title (Print)

Authorized Representative Signature

8.10.22
Date

Agenda Item R.16. 11/18/2025

SUBJECT

Approve the Fifth Amendment to the Administrative Services Agreement with Meritain Health, Inc. for third party administrative services for the Polk HealthCare Plan. ($61,300 estimated recurring increase)

DESCRIPTION

The County entered into an agreement with Meritain Health, Inc. on December 15, 2016 to provide third party administrative functions for the Polk HealthCare Plan to include medical plan administration, utilization management, case management, and disease management. The initial term of the Agreement ended September 30, 2019 and thereafter automatically renewed. The agreement includes a per member per month administrative rate increase of up to 7% annually after the end of the initial term.

Amendments one through four were executed to establish agreed upon per member per month administrative rate increases. This fifth amendment will increase the per member per month administrative rate by 3% from $30.89 to $31.82 effective October 1, 2025 through September 30, 2027.

The total estimated annual cost is $2,100,120 based on a monthly enrollment of 5,500 members. This is an estimated increase of $61,300 annually.

RECOMMENDATION

Approve the Fifth Amendment to the Administrative Services Agreement with Meritain Health, Inc.

FISCAL IMPACT

Funds are available in the Indigent Health Care Fund.

CONTACT INFORMATION

Joy Johnson, Administrator, Health and Human Services at 863-534-5204.

AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This Fifth Amendment to Administrative Services Agreement (this "**Fifth Amendment**") effective as of **October 01, 2025** (the "**Fifth Amendment Effective Date**") amends the Administrative Services Agreement (the "**Agreement**") entered into as of **December 15, 2016**, as amended, by and between Meritain Health, Inc. ("**Meritain**") and **Polk County, a Political Subdivision of the State of Florida** ("**Client**") as follows:

1. **SECTION 3: TERM; TERMINATION.**

A. Subsection 3.a.i. of the Agreement is hereby deleted in its entirety and replaced with the following new subsubsection 3.a.i. as follows:

i. Renewal Term. For the avoidance of doubt, the Renewal Term commencing as of **October 01, 2025** will continue through and including **September 30, 2027**, and thereafter this Agreement will continue to renew as set forth under Section 3.a.

2. **SCHEDULE B TO ADMINISTRATIVE SERVICES AGREEMENT; FEES**

A. The Administrative Fees set forth under Section 1 of the Fee Schedule are hereby deleted in their entirety and replaced with the following new Administrative Fees for the Renewal Term commencing as of **October 01, 2025** through **September 30, 2027**:

Administrative Services	**Per Employee Per Month October 01, 2025 – September 30, 2027**
• **Case Management** • **Company Owned Bank Account ("COBA")** • **Data File Feed** • **Disease Management** • **Enlight Reporting Package** • **Medical Plan Administration** • **Summary of Benefits and Coverage ("SBC") Production** • **Utilization Management**	$31.82

3. **DISCLOSURES EXHIBIT.**

The Agreement is hereby amended by the deletion of the Disclosures Exhibit in its entirety and is replaced with the following new Disclosures Exhibit attached hereto and incorporated herein.

4. **MISCELLANEOUS.**

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

5. **SECTION 10: OVERPAYMENTS.**

Section 10. b. of the Agreement is hereby deleted in its entirety and replaced with the following new subsection 10. b. as follows:

b. If Meritain elects to use a third-party recovery vendor, collection agency, or attorney to pursue the recovery, the overpayment recoveries will be credited to Client net of fees charged by Meritain or those entities. Client shall cooperate with Meritain in recovering all overpayments of Plan benefits. Notwithstanding the foregoing or anything to the contrary contained herein, Meritain shall not use a third-party recovery vendor, collection agency or attorney to pursue recovery on overpayments of Plan benefits. Such collection efforts will be transferred to Client after Meritain's initial in-house services relating to recovery on overpayments have been rendered. Client and Meritain may subsequently agree in writing to the allowance of any third-party recovery services with respect to recovery.

6. **SCHEDULE A TO ADMINISTRATIVE SERVICES AGREEMENT SERVICES.**

Section 1 of Schedule A to Administrative Services Agreement Services is hereby amended to add the following new subsection 1.f. as follows:

f. Effective as of October 1, 2025, Meritain and Client agree that Meritain will no longer provide Client subrogation services on cases that may warrant or qualify for subrogation on or after October 01, 2025. Meritain, however, shall continue to provide subrogation services on those cases that are In Process. "In Process" shall mean any open or active subrogation cases where Meritain confirmed or identified a case for subrogation and engaged in subrogation services for such case during the period of December 15, 2016 to September 30, 2025. For the avoidance of doubt, Client shall pay the subrogation recovery fee with respect to subrogation cases that are In Process.

7. **SECTION 15: MISCELLANEOUS.**

The Agreement is hereby amended by the addition of the following new subsections 15. j., 15. k. and 15. l. as follows:

j. **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, Meritain agrees to register with and use the E-Verify system to verify the work authorization status of all new employees of Meritain. Meritain acknowledges and agrees that (i) the Client and Meritain may not enter into this Agreement , unless each party to this Agreement , , 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 Client may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement , Meritain 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 Agreement Contract, 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 Meritain , Meritain may not be awarded a public contract for a period of 1 year after the date of termination. Meritain shall be liable for any additional costs incurred by the Client 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.

k. No Coercion for Labor or Services. Concurrently with its execution of this Amendment, MERITAIN has executed an affidavit (Exhibit A) which has been signed by an officer or representative of MERITAIN under penalty of perjury attesting that MERITAIN acknowledges and agrees that it 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. MERITAIN shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Contract as required by Section 787.06.

l. Foreign Country of Concern Attestation. Concurrently with its execution of this Amendment, MERITAIN has executed an affidavit (Exhibit B) which has been signed by an officer or representative of MERITAIN under penalty of perjury attesting that MERITAIN acknowledges and agrees that it 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. MERITAIN shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Contract as required by Section 287.138.

In **Witness Whereof**, the parties have executed this Amendment on the dates set forth below.

MERITAIN HEALTH, INC.	**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**
Michael S. Thomas	
Name: Michael S. Thomas	Name:
Title: Regional President	Title: Chair
Date: November 5, 2025	Date:

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT
EXHIBIT A

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, **Michael S. Thomas, Regional President**, 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.

MERITAIN HEALTH, INC.
NONGOVERNMENTAL ENTITY

Michael S. Thomas

SIGNATURE

Michael S. Thomas
PRINT NAME

Regional President
TITLE

November 5, 2025
DATE

FOREIGN COUNTRY OF CONCERN AFFIDAVIT
(PUR 1355) EXHIBIT B

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.

MERITAIN HEALTH, 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: **MICHAEL S. THOMAS**

TITLE: **REGIONAL PRESIDENT**

SIGNATURE: Michael S. Thomas

DATE: **November 5, 2025**

DISCLOSURES EXHIBIT

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

1. STATEMENT OF AFFILIATION.

Prodigy Health Group, Inc., an Aetna and CVS Health company, is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as "**affiliates**" or individually as an "**affiliate**"). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

2. DESCRIPTION OF CHARGES, FEES, DISCOUNTS, PENALTIES AND ADJUSTMENTS APPLICABLE TO ANY CONTRACTS WITH MERITAIN.

Meritain may receive compensation from insurance carriers ("**Carriers**") and managing general underwriters ("**MGUs**") in the form of fixed or contingent commissions and administrative fees. In some instances, the broker is entitled to a portion of the fixed or contingent commissions and administrative fees paid to Meritain. In those instances, Meritain will remit those amounts to the broker.

The parties acknowledge and agree that stop loss insurance policies are issued for one-year terms, and therefore, Meritain is unable to disclose future commissions as of execution of this Agreement. Meritain will disclose future commissions (if any) at such time the policy is renewed or reissued.

Fixed Sales Commissions on Gross Insurance Premiums Payable to Meritain Per Year (if applicable):

Carrier	Commission type	Commission %
N/A - No Stop Loss Coverage/N/A	Meritain Stop Loss Commission	0.00%
N/A - No Stop Loss Coverage/N/A	Broker Stop Loss Commission	0.00%

Contingent Commissions

Contingent commissions may depend on a combination of factors such as growth, profitability, volume, retention and increased services that Meritain provides under agreements with certain Carriers and MGUs. There is no guarantee that Meritain will receive any contingent commissions. Also, in cases where Meritain agrees to provide administrative services that would otherwise be provided by a Carrier or MGU, some Carriers and MGUs pay administrative fees for these services. Below are descriptions of such commissions and fees that Meritain may receive:

None.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases, Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

Subrogation Recovery Fee: When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain a contingency fee of 25% of the gross savings resulting from such services.

Non-Subrogation Recovery Services Fee: When Meritain provides or arranges for non-subrogation recovery services, Client agrees to pay Meritain a contingency fee of up to 25% of the gross recovery, which shall include vendor fee, resulting from such services.

In the event Meritain engages an out-of-network discount program, claim auditor or bill review services, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, and such contingency fee of the net savings does not include any additional third-party vendor fee that may be assessed for such services.

In cases where Meritain, itself or through an affiliate, provides direct negotiation services to reduce claim amounts to increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 35% of the savings resulting from such services.

The disclosures set forth in this Disclosures Exhibit represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.

MERITAIN HEALTH, INC. #16-079

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (this "**Agreement**"), effective as of **December 15, 2016** (the "**Effective Date**"), is by and between **Meritain Health, Inc.**, (including any of its affiliates performing services hereunder, as defined herein) having its principal office at **300 Corporate Parkway, Amherst, New York 14226** ("**Meritain**") and **Polk County a political subdivision of the State of Florida** having its principal office at 330 West Church Street, Bartow, Florida 33830 ("**Client**"). This Agreement applies to services to be provided by Meritain to Client in connection with Client's self-funded, non-employee indigent health care benefit plan(s) known as the **Polk HealthCare Plan** (the "**Plan**"). In consideration of the mutual covenants and promises stated herein, and other good and valuable consideration, the receipt of sufficiency of which is acknowledged by each party hereto, the parties agree as follows:

1. **DEFINITIONS**. The following words and phrases have the meanings set forth below:

a. **Applicable Law** means any laws, codes, legislative acts and regulations, including but not limited to the Employee Retirement Income and Security Act, as amended ("**ERISA**"), and the Health Insurance Portability and Accountability Act, as amended ("**HIPAA**") (collectively the "**Applicable Laws**") to the extent applicable to a party's performance under this Agreement (and in the case of Client, to the extent applicable to the Plan).

b. **Claim** means a request by any person or entity for payment or reimbursement for Covered Services (hereinafter defined).

c. **Claims Payment Account** means an account funded by Client for payment or reimbursement of Covered Services, and the funds deposited into such account constitute an asset of Client and not the Plan.

d. **Covered Services** means the care, treatments, services or supplies described in the Plan Document (hereinafter defined) as eligible for payment or reimbursement under the terms of the Plan. Covered Services may include at Client's request, but are not limited to, utilization review services (including pre-admission certification, second surgical opinion, concurrent review and discharge planning) and case management services.

e. **Participant** means any person who is eligible, properly enrolled and entitled to benefits under the terms of the Plan.

f. **Plan Document(s)** means the instrument(s), including the Polk Healthcare Plan Member Handbook, if applicable, that set forth and govern the duties of Client, as the designated Plan administrator, as well as the eligibility and benefit provisions that provide for the payment or reimbursement of Covered Services.

g. **Provider** means a preferred provider network, physician, dentist, pharmacy, hospital, laboratory or other medical practitioner, or medical care facility, or a vendor of supplies or services, who or which is authorized to receive payment or reimbursement for Covered Services under the terms of the Plan.

2. **SERVICES**.

a. Scope of Services. Meritain shall provide only those services expressly described in the attached Schedule A (the "**Services**"), which is incorporated herein by reference. Meritain's obligations apply only to Claims incurred on or after the Effective Date and prior to the date this Agreement terminates or expires in accordance with its terms (the "**Termination Date**"). In its performance of the Services, Meritain shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of Client or its agents, who are specifically identified as such by Client to Meritain.

b. Subcontractors. Any of the Services may, at Meritain's discretion, be performed directly by it or wholly or in part through an affiliate of Meritain, or by another entity with which Meritain has an arrangement. The parties acknowledge that Meritain's subcontractor Multiplan, Inc. may provide certain cost management services, and that its performance may include offshore resources; however, such services will not include any Participant or Provider communications, and no other Participant or Provider communications shall be made utilizing offshore resources.

c. Suspension of Services. If Client fails to pay Fees when due or fund its Claims Payment Account as required under Section 7.c, in addition to any other remedies under this Agreement, at law or in equity, Meritain shall have the right to suspend Services including without limitation the processing of Claims until the Fees have been paid or the Claims Payment Account has been funded in accordance with Section 7.c.

d. Exclusivity. Meritain shall be the sole and exclusive provider to Client of each of the Services with respect to the Plan.

3. TERM; TERMINATION.

a. Term; Renewal. The initial term of this Agreement begins as of the Effective Date and continues through and including September 30, 2019 (the "**Initial Term**"), unless sooner terminated as provided in this Section 3. Unless a party provides the other with at least thirty (30) days' notice prior to the end of the Initial Term or any renewal term (a "**Renewal Term**", and the Initial Term and any Renewal Terms, collectively, the "**Term**") this Agreement will automatically renew in each instance for successive twelve (12) month Renewal Terms.

b. Renewal Fees. Meritain may increase the administration rates, as specified in Schedule B, attached hereto and incorporated herein by reference ("**Administration Rates**") for each Renewal Term subject to Client's agreement as to such increased Administration Rates. Meritain agrees that Administrative Rates for the Renewal Terms throughout 10/1/19 – 9/30/21 shall be limited to a maximum increase overall of 7% from the original Administration Rates. If the parties fail to agree upon new Administration Rates, the existing Administration Rates for the immediately prior Term, plus a percentage amount equal to the change in the Consumer Price Index for all Urban Areas for the previous twelve (12) months, shall apply for the purposes of calculating any increase in the Administration Rates applicable for each such Renewal Term, and the parties agree that notwithstanding anything to the contrary herein, this Agreement shall be deemed amended to reflect such amount without further action by either party. Upon agreement of any increased Administration Rates, Meritain will provide Client with written confirmation of the same for Client's accounting and finance purposes.

c. Termination. This Agreement may be terminated:

i. by Meritain: (A) upon thirty (30) days' notice to Client for Client's failure to pay any Fees when due if not paid in full within such notice period; (B) subject to the following subsection (C), upon five (5) business days' notice to Client for Client's failure to fund the Claims Payment Account as required under Section 7.c if not funded in full within such notice period; or (C) immediately upon notice for Client's failure to fund the Claims Payment Account as required under Section 7.c two (2) or more times within any calendar quarter;

ii. by either party upon thirty (30) days' notice to the other party for the other party's material breach of this Agreement, if such breach is not cured during such thirty (30) day period;

iii. by either party upon thirty (30) days notice after the other party: (A) becomes insolvent; (B) is, or states in writing that it is, unable to pay its debts as they become due; (C) makes an assignment for the benefit of its creditors; (D) files or has filed against it any proceeding in United States Bankruptcy Court; (E) is subject to a levy, seizure or sale of a substantial part of its property or

assets on behalf of creditors; or (F) is subject to the appointment of a receiver for at least thirty (30) days.

d. Early Termination. If Client terminates this Agreement prior to the expiration of the Initial Term other than as permitted under Section 3.c. (an "**Early Termination**"), Client acknowledges that such Early Termination will cause damages to Meritain, and Client agrees to compensate Meritain for such damages as provided in this Section 3.d. Client further acknowledges that the actual damages likely to result from an Early Termination are difficult to estimate as of the Effective Date and may be difficult for Meritain to prove. Accordingly, Client agrees that it shall pay, within forty-five (45) days of the effective date of such termination, an amount as calculated below (the "**Early Termination Fee**").

   i. The parties intend that Client's payment of the Early Termination Fee is to be a reasonable measure of the anticipated probable harm to Meritain arising as a result of any Early Termination, would serve to compensate Meritain for any such Early Termination, and, although the actual damages incurred by Meritain as a result of such Early Termination (including actual, direct, indirect, consequential, special, and other damages) might exceed or be less than the Early Termination Fee, they do not intend for it to serve as punishment or penalty for any such Early Termination. The parties acknowledge that the amount of the Early Termination Fee is predicated upon Client's receipt of credits totaling two-hundred and fifty-thousand dollars ($250,000.00) from a Meritain affiliate (the "**Affiliate Credit**"). The Early Termination Fee shall be equal to a portion of the Affiliate Credit prorated to reflect the portion of the Initial Term unfulfilled following the effective date of an Early Termination. By way of example and not limitation, if an Early Termination occurred with 25% of the Initial Term remaining, the Early Termination Fee would be an amount equal to 25% of the Affiliate Credit.

e. Effect of Termination.

   i. *Run-Out*. Upon termination of this Agreement, for any reason other than termination by Meritain under Section 3.c.i or 3c.iii, and subject at all times to the payment of those run-out fees set forth in Schedule B, Meritain will continue to process Claims that were incurred prior to, but not processed as of, the Termination Date, which are received by Meritain not more than twelve (12) months following the Termination Date. The terms and conditions of this Agreement including without limitation Client's obligation to fund the Claims Payment Account, will survive the termination of this Agreement and remain in effect with respect, and to the extent applicable, to such Claims. Meritain will have no obligation with respect to Claims received after such twelve (12) month period.

   ii. *Records*. Upon termination of this Agreement, Meritain will provide, to Client or to a successor administrator of Client, in Meritain's standard format, claims data and all Client records in accordance with Meritain's then-standard policies and procedures within a reasonable time period following the Termination Date. Meritain will use good faith and best efforts to transfer all claims data and records that are reasonably necessary in order for Client or its successor administrator to administer Services in a consistent manner, without interruption of Services to Participants and Providers. Any other records requests by Client will be subject to Meritain's agreement to such request and Client's payment of any costs or other charges associated with any such request.

   iii. *Return of Funds*. Meritain agrees that upon expiration of the run-out time period provided above, Meritain shall, within thirty (30) days from the date of such expiration, return to Client the balance of the funds remaining in the Claims Payment Account that were not expended to fund Claims during the run-out time period

4. STANDARD OF CARE.

Meritain will discharge its obligations under this Agreement with that level of reasonable care which a similarly situated services provider would exercise under similar circumstances.

5. **FIDUCIARY DUTY.** Client is the "plan sponsor," "plan administrator" and "named fiduciary" with respect to the Plan, as such terms are interpreted under Applicable Law. Client, as Plan Administrator, retains complete discretionary control, authority and responsibility for the Plan, its operation, and the benefits provided thereunder. Meritain is empowered to act on behalf of Client in connection with the Plan only to the extent expressly stated in this Agreement, and without limiting the generality of the forgoing: (i) the Services will not include the power to exercise discretionary authority over Plan operations or Plan assets (if any), and (ii) Meritain will not for any purpose be deemed to be the "Plan Administrator" of the Plan or a "fiduciary" with respect to the Plan. Meritain's services under this Agreement are intended to and will consist only of those "ministerial functions" described in 29 C.F.R. 2509.75-8, D-2 and will be performed within the framework of policies and interpretations established by Client. Client has the sole and complete authority to determine eligibility of persons to participate in the Plan, and has selected and is solely responsible for the Plan's benefit and coverage design.

6. **FEES.**

a. Client shall pay Meritain all fees, costs and other charges as set forth in Schedule B, and any other fees, costs or charges that may be set forth in any other Schedule attached hereto and incorporated herein by specific reference (collectively, the "**Fees**") for each month's Services within thirty (30) days of receipt of Meritain's appropriate documentation regarding Fees due and owing, which shall be provided to Client on or about the first day of each month for that month's Services based on eligible Participants at the time the invoice is generated. Meritain may charge interest on any unpaid balance pursuant to the Prompt Payment Act, as specified in Florida Statutes 218.74, as amended. Adjustments to eligibility will be accounted for in the next invoice processing period.

b. If Client is in default of paying any Fees under this Agreement, Meritain shall have the right to set-off such amounts against any monies due Client, including without limitation subrogation recoveries.

7. **CLIENT'S RESPONSIBILITIES.** Client shall:

a. maintain and furnish to Meritain current, accurate Plan eligibility and coverage information, and submit to Meritain written notice of any changes to the status of any Participants within fifteen (15) days after Client becomes aware of any such change. Such information shall be provided in a format that is reasonably and mutually agreed upon and accepted by Meritain and Client and shall include the following for each Participant: name, address, social security number, date of birth, type of coverage, sex, changes in coverage, date coverage begins or ends, and any other information necessary to identify eligibility and coverage levels under the Plan;

b. resolve all ambiguities and disputes relating to the Plan eligibility of a Participant, Plan coverage and denials of Claims, as well as any other Plan interpretation questions, and administer all appeals of denials of Claims with applicable information provided to Client by Meritain.

c. with respect to the Claims Payment Account:

   i. establish the Claims Payment Account and execute and deliver to Meritain, and to a mutually agreed-upon depository, any and all documents necessary to empower Meritain to act as a signatory on such account, if requested, and make an initial deposit into the Claims Payment account in such amount as is agreed by the parties;
   ii. deposit into the Claims Payment Account, within five (5) business days (or as otherwise agreed to in writing by the parties) of receipt of a funding request, all monies required for the satisfaction of Claims;
   iii. upon request by Meritain, fund claims within two (2) business days if necessary in Meritain's sole discretion for reasons including without limitation meeting prompt pay deadlines; and

iv. agree that Meritain will not be responsible for any consequences resulting from Client's untimely funding of Claims pursuant to the requirements provided above, and that failure to fund Claims in a timely manner may result in lost discounts from Providers and/or interest and penalties, all of which may require Client to fund any such additional sums;

v. Client will make any additional deposits to the Claims Payment Account as the parties mutually agree upon from time to time.

d. provide Meritain with copies of any and all revisions or changes to the Plan at least thirty (30) days prior to the effective date of the changes;

e. maintain and operate the Plan in accordance with all Applicable Laws and promptly inform Meritain of any State or local Applicable Laws that may affect Meritain's performance of Services; Client further represents that the Plan has been established in accordance with Applicable Law and is not a "Health Plan" as defined under 42 CFR 160.103;

f. as required under Applicable Law: (i) provide and timely distribute to Participants all notices, information, materials and documents, (ii) maintain all recordkeeping, and file all forms relative to the Plan, and (iii) timely prepare or cause to be prepared, and timely execute, any documents, forms or contracts respecting the Plan;

g. timely pay: (i) any and all taxes, licenses and fees levied, if any, by any local, state or federal authority in connection with the Plan, and (ii) any payments, underpayments, fines, penalties, interest, surcharges, assessments, or other fees or charges assessed or levied by any governmental or regulatory entity on or in connection with the Plan ("**Regulatory Fees**"); Client shall be solely liable for any Regulatory Fees and shall indemnify Meritain if any are assessed against Meritain;

h. timely provide Meritain all necessary information with respect to the provider discounts arranged by Client, including as applicable Provider rates or repriced Claims, for Meritain to perform the Services; Client acknowledges that Client and not Meritain is responsible for provider contracting, and to the extent required under Applicable Law, Client is responsible for provider credentialing, and all other activities pertinent to the obligations and responsibilities accorded a preferred provider network;

i. handle any disputes with Providers that are contracted with Client for the purposes of providing services to Participants; and

j. perform those other obligations as set forth in this Agreement including without limitation any Schedule.

8. CONFIDENTIALITY.

a. Confidential Information. Each party acknowledges that it may gain access to business proprietary data, rates, provider discounts, procedures, materials, lists, systems and information of the other party ("**Confidential Information**") under this Agreement. Confidential Information does not include any of the following: 1) Protected Health Information as defined by HIPAA; 2) any information that is or hereinafter becomes available to the public other than by an act or omission of either party, their agents or employees in a manner other than as required by law; 3) any information in the possession of the receiving party before it is acquired from the disclosing party; and 4) any information received on a non-confidential basis from a third party who developed it or obtained it from a source independent of either party to this Agreement. Except as required by Applicable Law, including, but not limited to Florida Statute, Chapters 119 and 286, neither party may use Confidential Information of the other for its own purpose, nor disclose such Confidential Information to any third party other than a party's representative who has a need to know such information in relation to the administration of the Plan, and provided that such representatives are informed of the confidentiality provisions of this Agreement and agree to abide by them.

b. Plan Participant Information. Each party will maintain the confidentiality of Participant-identifiable information in accordance with Applicable Law and the terms of the HIPAA business associate agreement executed simultaneously herewith by the parties to this Agreement.

c. Upon Termination. Upon termination of this Agreement a party, upon the request of the other, will return or destroy all copies of all of the other's Confidential Information in its possession or control except to the extent such Confidential Information must be retained pursuant to Applicable Law or in Meritain's case cannot be disaggregated from Meritain's databases. Meritain may retain copies of any such Confidential Information it deems necessary for the defense of litigation concerning the Services, for use in the processing of run-out Claims and for regulatory purposes.

d. Injunctive Relief. The parties each acknowledge that compliance with this Section 8 is necessary to protect the business and goodwill of each party and its affiliates and that any actual or potential breach will cause irreparable harm to the non-breaching party or its affiliates for which money damages may not be adequate. Each party therefore agrees that if a party or its representatives' breach or attempt to breach this Section 8 it will not oppose the non-breaching party's request for temporary, preliminary and permanent equitable relief, without bond, to restrain such breach. The prevailing party shall be entitled to recover from the other party the attorneys' fees and costs it expends in any action related to such breach or attempted breach.

9. RECORDS; AUDIT RIGHTS.

a. Meritain shall maintain records of Claims made and benefits paid in such form and format as is convenient for Meritain for at least seven (7) years, or longer if required by Applicable Laws.

b. Public Records Law.

i. Notwithstanding anything to the contrary contained in this Agreement, Meritain acknowledges Client'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. Meritain further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Meritain shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

ii. Without in any manner limiting the generality of the foregoing, to the extent applicable, Meritain 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 Client to perform the Services required under this Agreement;

2. upon request from Client's Custodian of Public Records or his/her designee, provide Client 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 Meritain does not transfer the records to Client; and

4. upon completion of this Agreement, transfer, at no cost, to Client all public records in possession of Meritain or keep and maintain public records required by Client to perform the service. If Meritain transfers all public records to Client upon completion of this Agreement, Maritain shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Meritain keeps and maintains public records upon completion of this Agreement, Meritain shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from the Client's Custodian of Public Records, in a format that is compatible with the information technology systems of Client.

c. IF MERITAIN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MERITAIN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

d. Subject to the provisions of this Section and the remainder of this Agreement, Client may audit Meritain's records in connection with the administration of the Plan no more frequently than once every twelve (12) months provided that any such audit be commenced within one (1) year following the period being audited.

e. Meritain shall provide Client with reasonable access to such records. Except as specifically required by Applicable Law, in which case Meritain shall provide access to all applicable records required under Applicable Law, Meritain shall only provide access to information that is: (i) in its possession; (ii) related to the Services provided herein, including, but not limited to, the administration of the Plan; and (iii) not restricted from disclosure under Applicable Law or any agreement between Meritain and a third party.

f. Client shall give Meritain at least four (4) weeks prior written notice, which must include: (i) a statement notifying Meritain of its need to perform the audit; (ii) a description of the type(s) of information within the scope of the audit, including dates, a complete and accurate listing of the transactions to be pulled for the audit, and identification of the potential auditor; and (iii) a representation that the information to be disclosed by Meritain is reasonably necessary for the administration of the Plan or to satisfy any other requirements of Client or Meritain pursuant to Applicable Laws.

g. Audits shall occur at a reasonable time and place, in a manner that does not unreasonably interfere with Meritain's ability to conduct its normal business, and at Client's sole expense. Customer shall reimburse Meritain its reasonable costs for an audit which imposes exceptional administrative demands, as determined in both parties' reasonable discretion..

h. Client may designate a third party that meets the requirements provided in subsection i below to conduct an audit or receive information hereunder, further subject to Client and such third party's written agreement, in a form acceptable to Meritain, that: (i) no portion of the audit is based upon a contingency

fee arrangement; (ii) each shall only use the minimally necessary amount of audit information solely for purposes of administering the Plan and that each shall protect and maintain such information as confidential shall not disclose the information to any other person or entity other than Meritain; and (iii) each shall provide Meritain with copies of all reports and summaries compiled as a result of the audit, including any draft report. Upon Meritain's request, the auditors shall meet with Meritain to discuss any finding contained in a draft report. Meritain may, in its discretion, include a supplementary statement in any final audit report.

i. Client will utilize individuals to conduct audits on its behalf that are qualified by appropriate training and experience for such work, and will perform its review in accordance with Applicable Law. Client and such individuals will not make or retain any record of Participant-identifying identifying information concerning treatment of drug or alcohol abuse, mental/nervous or HIV/AIDS or genetic markers, in connection with any audit.

10. OVERPAYMENTS.

a. Meritain shall reprocess any identified errors in Plan benefit payments (other than errors Meritain reasonably determines to be *de minimis*), and, subject to Applicable Law, seek to recover any resulting overpayment, including overpayments resulting from Medicaid recoupment, by attempting to contact the party receiving the overpayment twice via letter, phone, or email, at no additional fee to Client. Client may direct Meritain in writing not to seek recovery of overpayments from Providers, and if so then Meritain shall have no further responsibility with respect to those overpayments. Meritain is not responsible for pursuing overpayment recovery through litigation.

b. If Meritain elects to use a third-party recovery vendor, collection agency, or attorney to pursue the recovery, the overpayment recoveries will be credited to Client net of fees charged by Meritain or those entities. Client shall cooperate with Meritain in recovering all overpayments of Plan benefits. Notwithstanding the foregoing or anything to the contrary contained herein, Meritain shall not use a third-party recovery vendor, collection agency or attorney to pursue Medicaid recoupments. Such collection efforts will be transferred to Client after Meritain's initial in-house services relating to Medicaid recoupment have been rendered. Client and Meritain may subsequently agree in writing to the allowance of any third-party recovery services with respect to Medicaid recoupment.

c. Client may seek recovery of overpayments from Providers once Meritain has been afforded a reasonable opportunity to recover such amounts and Client has provided Meritain notice that it will seek such recovery.

11. INSURANCE.

a. Meritain shall at all times carry insurance coverage in the following minimum amounts and shall, upon request by Client, provide Client with documentation evidencing the same:
   i. Professional liability (errors and omissions) insurance covering Meritain, its employees and its affiliates. These policies shall contain minimum limits of liability of One Million Dollars ($1,000,000) per claim/occurrence and Two Million Dollars ($2,000,000) in the aggregate.
   ii. General liability insurance covering third-party claims for bodily injury (including death), products, completed operations, personal injury, breach of confidentiality, and property damage arising from the premises and operations of Meritain. Such policies shall contain a minimum limit of liability of One Million Dollars ($1,000,000).
   iii. Worker's Compensation and Employers' Liability Insurance covering Meritain's statutory and legal obligations for employee job-related injuries or illnesses. Said Employers' Liability Insurance policy shall provide for a statutory benefit and contain minimum limit of liability of One Million Dollars ($1,000,000) per accident.
   iv. Automobile Liability Insurance in the minimum amount of One Million Dollars ($1,000,000).

v. Cyber Liability insurance in a minimum limit of liability amount of Two Million Dollars ($2,000,000) per claim and Three Million Dollars ($3,000,000) aggregate. Such policy shall cover legal costs incurred by Client relating to any such claim. Meritain agrees to use commercially reasonable efforts to mitigate any damages associated with any such occurrence or claim.

vi. Employee Crime and Dishonesty insurance in a minimum limit of liability amount of One Million Dollars ($1,000,000).

vii. The carrier(s) providing such insurance coverage listed in this Section will be licensed to do business in Florida with a BEST rating for Class VIII financial size category of "A VIII" or better. Waiver of subrogation in favor of Client is required for Worker's Compensation coverages.

12. DEFENSE OF CLAIM LITIGATION.

In the event of a legal, administrative or other action arising out of the administration, processing or determination of a Claim, the party designated in this Agreement as the fiduciary which rendered the decision in the appeal last exercised by the Participant which is being appealed to the court ("**appropriate named fiduciary**") shall undertake the defense of such action at its expense and settle such action when in its reasonable judgment it appears expedient to do so. If the other party is also named as a party to such action, the appropriate named fiduciary will defend the other party if the action relates solely and directly to actions or failure to act by the appropriate named fiduciary and there is no conflict of interest between the parties. Client shall pay the amount of Plan benefits included in any judgment or settlement in such action. The non-fiduciary party shall not be liable for any other part of such judgment or settlement, including but not limited to legal expenses and punitive damages.

13. LIMITATION OF LIABILITY; NO WARRANTIES.

a. **EXCEPT IN THE CASE OF MERITAIN'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, CRIMINAL ACTS OR FRAUD, IN NO EVENT SHALL MERITAIN HAVE ANY LIABILITY OR OBLIGATION TO CLIENT IN EXCESS OF THE ADMINISTRATIVE FEES ACTUALLY PAID BY CLIENT TO MERITAIN FOR THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION GIVING RISE TO ANY SUCH LIABILITY OR OBLIGATION.**

b. **IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR FOR LOST PROFITS, LOSS OF USE, LOSS OF REPUTATION OR GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR ANY SIMILAR CLAIM OR DEMAND, AND EACH PARTY EXPRESSLY WAIVES ITS RIGHT TO MAKE ANY CLAIMS TO THE CONTRARY.**

c. Client expressly agrees and acknowledges that: (i) Meritain does not render medical services or treatments to Participants; (ii) Meritain is not responsible for the health care that is delivered by Providers, or for a Provider's refusal to provide health care; (iii) Providers are solely responsible for the health care they deliver to Participants; (iv) Providers are not the agents or employees of Meritain and Meritain shall not be liable for the actions or lack thereof by Providers including without limitation under any theories of vicarious liability, agency, ostensible authority, respondeat superior or imputed liability.

d. **MERITAIN MAKES NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

14. DISPUTE RESOLUTION.

If there is a dispute between the parties related to this Agreement, the parties shall first attempt to resolve such dispute by having the parties' Chief Executive Officers and County Manager, with respect to Client, (or their designees) meet in person within thirty (30) days of written notice of dispute issued by either party. If the dispute is not resolved after reasonable efforts by the Chief Executive Officers and County Manager, with respect to Client within such thirty (30) day period, either party may then proceed to exercise any and all remedies available to it by law or equity.

15. MISCELLANEOUS.

a. No Insurance; Claims Payment. This Agreement shall not be deemed a contract of insurance under Applicable Law. Meritain does not insure, guarantee or underwrite the liability of Client under the Plan. **Notwithstanding anything to the contrary herein, Client, and not Meritain, shall remain solely liable for the payment of Claims and all other expenses incidental to the Plan**. Without limiting the forgoing, if the Centers for Medicare and Medicaid Services ("**CMS**") determines that the Plan has underpaid a claim under Medicare secondary payor laws, Plan assets will be used to correct such underpayment, and Meritain will not be required to make such payment with its funds, regardless of when CMS requires such payment.

b. Use of Trade Names. Client authorizes Meritain may make lawful references to Client and use of its logo in its marketing activities and in informing health care providers as to the organizations and plans for which Services are to be provided so long as Meritain submits such references to Client in writing and receives Client's approval (which shall not be unreasonably withheld) prior to Meritain's use of the same.

c. Force Majeure. Neither party shall be deemed to have breached this Agreement, or be liable for any failure or delay in its performance under this Agreement, if prevented from doing so by a cause(s) beyond its reasonable control, including without limitation acts of God; acts of terrorism; natural disasters; wars; riots; labor disputes or shortages; and governmental laws, ordinances, rules, regulations, or the opinions rendered by any court, whether valid or invalid.

d. Subsequent Documents. Each party shall timely execute or provide any further documents reasonably necessary to effect any term of this Agreement.

e. Assignment. Client may not assign this Agreement, in whole or in part, without the prior written consent of Meritain, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this Section shall be void and of no effect.

f. Miscellaneous. The parties have entered into this Agreement as independent contractors and not as agents of one another, and neither shall have any authority to act as the representative of the other, or to bind the other to any third party, except as specifically set forth herein. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without reference to its conflicts of laws principles, to the extent such laws are not preempted by ERISA. The courts located in any of Orange County, Florida, Hillsborough County Florida or Polk County, Florida shall have sole and exclusive jurisdiction of any dispute related hereto or arising hereunder. **EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.** No delay or failure of either party in exercising any right hereunder shall be deemed to constitute a waiver of that right. Any party not in breach of this Agreement may exercise any remedy to which it is entitled at law or in equity and to enforce its rights under this Agreement, including without limitation, enforcement through injunctive relief and the recovery of all costs arising from litigation including but not limited to attorneys' fees. There are no intended third-party beneficiaries of this Agreement (including without limitation Participants). The headings in this Agreement are for reference only and shall not affect the interpretation or construction of this Agreement. This Agreement (including incorporated attachments, including without limitation schedules and exhibits) constitutes the complete and exclusive

contract between the parties and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. Schedule C and Exhibit A, attached hereto, are hereby incorporated herein by reference. Unless expressly provided for otherwise, if there is any conflict between the terms of this Agreement any schedule, the terms of this Agreement will control. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms. No modification or amendment of this Agreement shall be valid unless in a writing signed by each party. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. By executing this Agreement, Client acknowledges and agrees that it has reviewed all terms of and conditions incorporated into this Agreement and intends to be legally bound by the same.

g. Notices. Any notice or other communication permitted or required to be given under this Agreement shall be in writing and shall be: (a) delivered in person, (b) mailed, by certified mail, return receipt requested, postage prepaid, (c) sent by recognized overnight courier,

If to Meritain:

Meritain Health, Inc.
300 Corporate Parkway
Amherst, New York 14226
Attn: Regional President

and

Meritain Health, Inc.
300 Corporate Parkway
Amherst, New York 14226
Attn: Corporate Counsel

If to Client:

Polk County
County Manager's Office
330 W. Church Street
P.O. Bos 9005, Drawer CA01
Bartow, FL 33830

Attention: Lea Ann Thomas
Deputy County Manager

h. Survival. Notwithstanding anything herein to the contrary, the following sections shall survive the expiration or termination of this Agreement: Section 3.e in accordance with its terms, Section 8, and Section 9.a in accordance with its terms, and those terms that survive by their nature or in accordance with their express terms.

i. Counterparts and Signatures of the Parties. This Agreement may be executed in any one or more counterparts (including by confirmed electronic (e.g. scanned document/pdf) or facsimile transmission), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. An electronic signature of a party done pursuant to law, or a signature of a party transmitted by electronic means, shall be deemed an original signature for purposes of this Agreement

In Witness Whereof, the parties have executed this Agreement on the dates set forth below.

MERITAIN HEALTH, INC.

Name: Melissa M. Elwood

Title: Regional President

Date: 12/9/16

POLK COUNTY, a political subdivision of the State of Florida

Name: Melony Bell

Title: Chairman, Board of County Commissioners

Date: 12/13/16

I.14

Reviewed as to form and legal sufficiency

Attorney's Office Date 12/12/16

SCHEDULE A
TO ADMINISTRATIVE SERVICES AGREEMENT SERVICES

Subject to the terms and conditions of the Agreement including without limitation this Schedule A, the Services provided by Meritain are described below.

1. MEDICAL CLAIMS ADMINISTRATION.

a. Receive, on behalf of Client, Claims data and documentation from Providers, process Claims incurred during the Term that contain all information necessary for Meritain to process such Claims and that do not require the exercise of discretion, using Meritain's normal claim determination procedures in a manner consistent with the Plan and the Agreement, and prepare and send explanation of payment forms to Participants as required by and consistent with Applicable Law. For the avoidance of doubt, Meritain shall have no discretionary authority to interpret the Plan or to adjudicate Claims.

b. Process, issue and distribute payments from the Claims Payment Account to Providers or others as applicable. **Meritain shall not be obligated to disburse more than the amount made available by Client for disbursement from the Claims Payment Account, nor, under any circumstance, be responsible to use its own assets to satisfy any Claim**.

c. Provide out-of-network bill negotiation and discount and cost management programs, which will not include Medicaid recoupment.

d. Refer to the Client, for its exclusive and final resolution: (i) any questions concerning the meaning of any part of the Plan Document; (ii) the validity of any questionable or disputed Claims; and (iii) any appeals from any denial of any of the Claims.

e. Meritain will provide Participants with a toll-free number for servicing.

2. REPORTING.

a. Meritain will provide direct access to Client's Claims data and eligibility data and standard Claims and statistical reporting.

b. Prepare a monthly written account report, which shall include but not limited to,: (a) the funding provided by Client; (b) the name of each Participant or Provider that submitted a Claim to Meritain; (c) the value of each Claim submitted; (d) the amount paid for each of the Claims satisfied; and (e) the total amount of all of the Claims satisfied.

c. Prepare Meritain's standard claim and statistical reports as reasonably requested.

d. To the extent maintained by Meritain, timely provide Client with the information ERISA requires, if applicable, to enable Client to file the Plan's Annual Report (IRS Form 5500), and if required provide the Internal Revenue Service an annual report of tax reportable Claim payments made to Providers.

3. UTILIZATION MANAGEMENT.

a. **Inpatient**: Upon request of a Participant or Provider, review actual or scheduled admissions and, using clinical criteria, determine medical necessity, conduct concurrent reviews and if appropriate provide discharge planning, based upon the information provided, and provide certification, as appropriate. Cases triggered by case management flags will be closely monitored and placed into case management as necessary.

b. **Outpatient:** Upon request of a Participant or Provider, review actual or scheduled (i) elective outpatient same-day surgeries; (ii) elective outpatient diagnostic procedures, including invasive; (iii) outpatient continuing services such as physical therapy and occupational therapy; and, using clinical criteria, determine medical necessity, based upon the information provided, and provide certification, as appropriate.

4. CASE MANAGEMENT.

Case Management is a collaborative process to assess, plan, implement, coordinate, monitor and evaluate the options and services required to meet a Participant's health needs. Licensed health care professionals provide the case management services using telephonic and other communication methods to promote high quality and cost-effective outcomes. Case Management includes review and management, when appropriate, of cases identified through the services, as well as the management of cases referred from external sources such as the Participant, provider, claims payer, etc. For the avoidance of doubt, Case Management will formally commence subsequent to the Effective Date, as agreed upon by the parties following the parties' discussions and good faith cooperation regarding the transition of Case Management services to Meritain.

5. COMPREHENSIVE DISEASE MANAGEMENT.

a. Targets, for Disease Management coaching, all Participants with one or more of the following nine (9) Disease Management Conditions: Asthma; Diabetes; Chronic Kidney Disease, Chronic Obstructive Pulmonary Disease; Chronic Pain; Congestive Heart Failure; Coronary Artery Disease; Hyperlipidemia and Hypertension. Client-level reporting includes identified as a % of the total population, referral sources, participation rates within primary diseases, distribution by activation level and referral sources.

b. Client will: (i) provide such data, in accordance with Meritain's standard processes regarding detail, format and frequency, that is necessary for performance of the Disease Management Services; (ii) reasonably cooperate with Meritain to develop and maintain electronic claims data interfaces to facilitate the ability to provide Disease Management; (iii) communicate the existence of the Disease Management program to Participants prior to the commencement of Services as Participant enrollment is critical to the success of the Disease Management program; (iv) provide Meritain with a current list of Participant telephone numbers in the Disease Management implementation process; (v) acknowledge that Claims data is a necessity in the Disease Management program, as it is used to run the predictive model, which not only identifies Participants who may incur high-dollar claims in the future, but also finds areas where there are gaps in care or where there is potential to avert costs, and agrees that without at least twelve (12) months of claims data prior to the predictive modeler being operational or used in identifying potential participating Participants, accurate referrals may only come from Utilization Management, Case Management, self-referrals and Client.

6. ADDITIONAL SERVICES. Additional Services, if any, are as described in the accompanying Schedule for such Services.

SCHEDULE B
TO ADMINISTRATIVE SERVICES AGREEMENT
FEES

1. **FEES FOR ADMINISTRATIVE SERVICES.** Unless otherwise stated, the monthly fees and charges for the Administrative Services ("**Administrative Fees**") are calculated by multiplying the listed rates in the table below ("**Administrative Rates**") by the applicable number of Participants enrolled in the Plan each month by the Administrative Rates.

Administrative Services	**Administrative Rates Per Participant Per Month (PPPM) unless otherwise specified** for the Administrative Services
• **Medical Claims Administration** • **Utilization Management (as set forth in Schedule A, Section 3)** • **Case Management** • **ATLAS Reporting Package** • **Disease Management** • **COBA Lite Bank Account** • **Data Feed to Third Party Vendor**	**$28.00**

It is acknowledged and agreed upon that Client shall receive from Meritain and/or one of its affiliated entities a credit toward Administrative Fees due and owing by Client to Meritain in the amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) in the manner and form agreed to by the parties upon the execution of this Agreement. Meritain agrees that Client shall be credited the above-referenced amount against Administrative Fees that may become due and owing by Client from time to time pursuant to the provisions of this Agreement.

2. **ADDITIONAL FEES:**

a. Out of Network Discount Program Fees: Fees to be paid to out-of-network discount programs will be billed by Meritain and paid by Client on a contingent fee basis pursuant to Exhibit A, attached hereto and incorporated herein by reference, based on the program's percentage fee of savings resulting from the discount program.

b. Third-Party Vendor Fees: Client will pay vendors' fees for certain additional services including, but not limited to (i) fees for independent case review, (ii) contingency fees for subrogation services, and (iii) contingency fees and other fees for cost management vendors, claim auditors, bill negotiators and discount programs pursuant to Exhibit A. From time to time Meritain may also receive contingency fees or other administrative fees or similar compensation in connection with these vendor services. In no event will Meritain receive fees for Medicaid fund recoupment unless it has received prior written authorization from Client to transfer such recoupment Claims to a third-party vendor, collector, attorney or similar negotiator.

c. Fees for Run-Out Services:

   i. An amount equal to one-hundred percent (100%) of six (6) months of the Administration Rates based upon enrollment at the time of termination, to be paid to Meritain in four (4) equal monthly installments in a manner consistent with the payment terms provided herein, following the Termination Date of this Agreement;

ii. Meritain will also bill, and Client shall pay any other applicable fees for Services rendered during the run-out period other than Administration Rates.

d. Additional Fees and Services:

i. Printing Fees: to be provided upon request and mutual agreement as to printing and fees in each instance-

ii. Ad Hoc Reporting and Custom I.T. Services: No cost to Client for first ten (10) hours of such Services each month; billed at Meritain's then-current rate for any time in excess of ten (10) hours of time for per month.

SCHEDULE C
PERFORMANCE GUARANTEE AGREEMENT

This Performance Guarantee Agreement (this "PGA") is made by and between **Meritain Health, Inc.** ("Meritain" or "Meritain Health") and Polk County a Political Subdivision of the State of Florida ("Client"), and supplements and is made a part of the Administrative Services Agreement (the "Agreement", as defined below), and is effective as set forth in Section 3(a) below (the "Effective Date"). For and in consideration of the mutual covenants set forth in the Agreement and this PGA, the parties agree as follows:

1. PERFORMANCE OBJECTIVES.

Meritain Health believes that measuring the activities described below are important indicators of how well it services its clients. To reinforce Client's confidence in Meritain Health's ability to administer its program, Meritain Health is offering guarantees ("PGs") in the following areas, and subject to the terms and conditions of this PGA:

a. Performance Guarantee Metric Table:

Performance Category	Summary of Minimum Standards[1]	Penalty[2]
Implementation:		
• Initial Eligibility	97% of transactions processed within 9 business days. Turnaround time is based on the use of the standard excel template to create a file and receipt of all required information. The day of receipt is not counted in turnaround time calculations.	2.0%
• Overall Implementation Management	Average evaluation score of satisfactory or higher on standard implementation survey (>=3.0 on a scale of 1-5)	1.0%
Account Management:		
• Overall Account Management	Average evaluation score of satisfactory or higher based on annual survey (>=3.0 on a scale of 1 - 5)	1.0% (penalty calculated on Administrative Services Fees during the PG Term)
• Monthly Reporting Package	Monthly Reporting Package available within 21 business days of month end	2.0%
Plan Sponsor Services:		
• Ongoing Eligibility Updates	97% within 3 business days; 99.5% within 5 business days based on receiving a clean file and when submitted electronically	1.0%
Claim Administration:		
• Turn Around Time	80% of claims processed within 10 business days	1.0%
• Financial Accuracy	98%	1.0%
• Payment Incidence Accuracy	96%	1.0%
Maximum Penalty Percentage:		**10.0%**

NOTE 1: Section 5 of this PGA contains a complete description of Minimum Standards, and will control in the event of conflict.
NOTE 2: The penalty amount shall be calculated on the fees described in Section 4(a) of this PGA.

2. DEFINITIONS.

a. **Administrative Service Agreement** or **Agreement** means that Administrative Services Agreement between Meritain Health and the Client, including without limitation all of its amendments, schedules, and exhibits, effective as of the Effective Date that may be amended from time to time.

b. **Administrative Fees** means the fees for medical plan administration as set forth in the Agreement and shall not include any other fees or charges including without limitation commissions and charges collected outside of the monthly billed base Administrative Service Fees.

3. TERM AND TERMINATION.

a. The term of this PGA (the "PGA Term") shall commence as of the Effective Date (as determined by this Section 3(a)) through the effective date of its termination under Section 3(c). The parties agree that this PGA, including the PGs set forth herein, are effective:

   i. On the Effective Date, provided the Client executes and returns the Agreement and this PGA within thirty (30) days of receipt; or, if the aforementioned documents are not executed in such period, then this PGA, including the PGs set forth herein, shall be effective:
   ii. on the (1st) day of the month following the Client's execution of the Agreement, provided that such documents are returned to Meritain at least twenty (20) days prior to such date; or, if not executed and returned within such period, then this PGA, including the PGs set forth herein, shall be effective:
   iii. on the first (1st) day of the month following thirty (30) days after the date the Client executes and returns such documents.

b. Any amendment or modification of this PGA must be contained in a writing executed by both parties.

c. This PGA will terminate upon the first to occur of:

   i. upon written notice by Meritain in the event of the occurrence of a material change in the plan initiated by Client or by legislative action that impacts the claim adjudication process, member service functions or network management;
   ii. upon written notice by Meritain in the event of Client's failure to comply with its obligations under the Agreement, where such failure causes Meritain to be unable to meet a PG described herein (e.g., a submission of incorrect or incomplete eligibility information)

4. ADDITIONAL TERMS AND CONDITIONS.

a. Meritain will compile its performance guarantee results at regularly scheduled intervals as set forth herein. In the event that Meritain has failed to meet and cure one or more PGs (as set forth in Section 5 of this PGA), Meritain will provide an invoice credit ("Penalty Payment"). Penalty Payment(s) will be calculated (i) on the total Administrative Service Fee paid by the Client as set forth in the Agreement; or (ii) where the Agreement does not individually delineate the Administrative Service Fee,, Penalty Payment(s) will be calculated on the portion of fees attributed by Meritain to the same; and (iii) Penalty Payment(s) will be calculated for the month for which the

applicable PG was not met during the PG Term, except as expressly set forth in Section 1of the PGA regarding the Overall Account Management PG.

b. The maximum Penalty Payment payable to Client under these PGs shall not exceed the Maximum Penalty Percentage as indicated in the Performance Guarantee Metric Table.

c. PGs will not be reconciled and payouts will not occur if Client is in default of paying any fees or expenses under the Agreement.

d. Multiple failures of a given PG which are attributable to a single root cause shall only count as one failure.

e. The parties acknowledge and agree that failure to meet one or more PGs under this PGA shall not be deemed to be a material breach of the Agreement, and Client's sole remedy for any such failure shall be the remedies set forth in this PGA.

f. Meritain shall not be liable for any Performance Guarantee failure that is caused by the actions or omissions of Client or its vendors, employers or participants, including without limitation any failure to fulfill its responsibilities under this PGA.

g. This PGA is not applicable to any acquisitions or business combinations entered into by Client until after Meritain performs an analysis of the acquisition or business combination, and agrees in writing to apply this PGA to the acquisition or business combination.

h. No PGs shall apply for a period during which the Agreement is terminated by Client or by Meritain Health.

i. PGs will not apply with respect to the processing of run-in claims, nor to the period of time in which Meritain processes run-out claims upon termination of the Agreement, unless otherwise agreed to in a writing executed by both parties.

j. Penalties are calculated monthly and paid to Client annually as an invoice credit toward the Administrative Service Fees due for the first month of the new plan year.

5. PERFORMANCE GUARANTEE METRICS AND MEASUREMENT.

a. Implementation: Initial Eligibility.

i. *Meritain's Guarantee*. Meritain guarantees that 97% of open enrollment eligibility updates will be processed within 9 business days of receipt of complete, accurate and viable data in electronic format (If a file requires adjustments, the customer will be notified by email as soon as the need is identified). This guarantee applies to the initial enrollment activity that occurs during implementation. Refer to Section 5. f. for guarantees related to ongoing eligibility updates.

ii. *Client's Responsibilities*. Timely provide complete enrollment and eligibility information to Meritain in a mutually agreed upon format. Complete enrollment and eligibility information is defined as employee name, address, plan selection, DOB, SSN, and covered dependent information if applicable as well as mutually agreed upon eligibility specifications. This PG is contingent upon the file being transmitted successfully to Meritain (files received after 12:00 Noon EST will be considered as having been received on the next business day).

Any eligibility data received which must be adjusted by Meritain using a data fix will automatically void the guarantee in this Section 5(a), as such adjustment normally adds 72 hours to the entire process.

b. Implementation: Overall Implementation Management.

i. *Meritain's Guarantee*. Meritain guarantees an average evaluation score of "Satisfactory" or higher measured via timely responses to an Implementation Survey (Greater than or equal to 3.0 on a scale of 1 – 5). This guarantee applies to the overall management of the Client's onboarding and implementation with Meritain. Refer to Section 5. d. for guarantees related to overall account management.

ii. *Client's Responsibilities*. Client agrees to make Meritain aware of possible sources of dissatisfaction throughout the implementation process. The Implementation Survey must be completed by a minimum of five (5) designees as determined by the Client and communicated to Meritain. Failure for all designees to timely respond to the Implementation Survey will invalidate the guarantee.

iii. *Penalty and Measurement Criteria*. Each survey question relating to the performance of the Implementation Team will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. Meritain will tally the results from the evaluation tool when received. If the average score of the evaluations falls below a "3" (satisfactory), Meritain Health will calculate the appropriate Penalty will be calculated using the methodology set forth in Section 4(a) of this PGA, and the percentages set forth in the applicable portion of the Performance Guarantee Metric Table.

c. Account Management: Overall Account Management.

i. *Meritain's Guarantee*. Meritain guarantees an average evaluation score of "Satisfactory" or higher measured via timely responses to an annual Client Survey (Greater than or equal to 3.0 on a scale of 1 – 5).

ii. *Client's Responsibilities*. Client agrees to make Meritain aware of possible sources of dissatisfaction throughout the Term. The Client Survey must be completed by a minimum of five (5) designees as determined by the Client and communicated to Meritain. Failure for all designees to respond to the Client Survey within 30 days of receipt will invalidate the guarantee.

iii. *Penalty and Measurement Criteria*. Each survey question relating to the performance of the Client Relationship Manager (Service Level) will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. Meritain will tally the results from the evaluation tool when received. If the average score of the evaluations falls below a "3" (satisfactory), Meritain Health will calculate the appropriate Penalty using the methodology set forth in Section 4(a) of this PGA, and the percentages set forth in the applicable portion of the Performance Guarantee Metric Table.

d. Account Management: Monthly Reporting Package.

i. *Meritain's Guarantee*. Meritain guarantees the standard monthly reporting package will be available within 21 business days of the end of the month.

ii. *Client's Responsibilities*. None.

iii. *Penalty and Measurement Criteria*. Performance will be tracked monthly, reported quarterly. In the event this criteria is missed during a particular month in a reporting period, Meritain will have the opportunity to cure by meeting the performance standard in all three

(3) months of the next reporting period. Should Meritain fail to cure, the appropriate Penalty will be calculated using the methodology set forth in Section 4(a) of this PGA, and the percentages set forth in the applicable portion of the Performance Guarantee Metric Table.

e. Plan Sponsor Services: Eligibility Updates.

i. *Meritain's Guarantee*. Meritain guarantees that 97.0% of non-open enrollment eligibility updates will be processed within 3 business days of receipt of complete, accurate and viable data and 99.5% of non-open enrollment eligibility updates will be processed within 5 business days of receipt of complete, accurate and viable data (if a file requires adjustments, the customer will be notified by email as soon as the need is identified).

ii. *Client's Responsibilities*. Timely provide complete enrollment and eligibility information to Meritain in a mutually agreed upon format. Complete enrollment and eligibility information is defined as employee name, address, plan selection, DOB, SSN, and covered dependent information if applicable as well as mutually agreed upon eligibility specifications. This PG is contingent upon the file being transmitted successfully to Meritain (files received after 12:00 Noon EST will be considered as having been received on the next business day). Any eligibility data received which must be adjusted by Meritain using a data fix will negate the guarantee and normally adds 72 hours to the entire process.

iii. *Penalty and Measurement Criteria*. Performance will be tracked monthly, reported quarterly. In the event this criterion is missed during a particular month, Meritain will have the opportunity to cure by meeting the performance standard in all three (3) months of the next reporting period. Should Meritain fail to cure, the appropriate Penalty will be calculated using the methodology set forth in Section 4(a) of this PGA, and the percentages set forth in the applicable portion of the Performance Guarantee Metric Table.

f. Claims Administration: Turnaround Time.

i. Meritain's Guarantee. Meritain guarantees that claim turnaround time will not exceed 10 business days for 80.0% of the processed claims on a cumulative basis each year.

ii. *Client's Responsibilities*. Timely communicate changes to benefit plan.

iii. *Penalty and Measurement Criteria*. Meritain measures turnaround time from the date all the information necessary to process the claim is received by Meritain to the date that it is processed for payment or denied. Performance will be tracked monthly, reported quarterly. This PG will not apply during any period wherein the Client has instructed Meritain to hold or delay claims processing for any reason.

g. Claims Administration: Financial Accuracy.

i. *Meritain's Guarantee*. Meritain guarantees that the dollar accuracy of the claim payment dollars will be 98.0% or higher on a monthly basis.

ii. *Client's Responsibilities*. None.

iii. *Penalty and Measurement Criteria*. Financial accuracy is measured and calculated by dividing the total dollar amount of correctly paid claims, within an audit sample using industry accepted random audit methodology, by the overall absolute dollar amount of claims paid within the same audit sample. A value of 1 =100%. Percentages shall be based on the whole number and rounded to the nearest whole number based on third integer's value of 5 [for example: .982 = 98% and .985 = 99%]. This includes both analyst adjudicated and system adjudicated claims. Performance will be tracked monthly, reported quarterly. In the event this criteria is missed during a particular month, Meritain will have the

opportunity to cure by meeting the performance standard in all three (3) months of the next reporting period. Should Meritain fail to cure, the appropriate Penalty Payment as indicated in the Performance Guarantee Metric Table will be calculated based on those fees due for the month of the originating failure.

h. Claims Administration: Payment Incidence Accuracy.

i. *Meritain's Guarantee*. Meritain guarantees that the payment incidence accuracy will be 96.0% or higher on a monthly basis.

ii. *Client's Responsibilities*. None.

iii. *Penalty and Measurement Criteria*. Claim processing accuracy is measured by the total number of claims within an audit sample using industry accepted random audit methodology which processed without any type of error. Accuracy is calculated by dividing the total number of claims within the audit sample that were correctly billed and coded in accordance with industry accepted billing and coding guidelines which processed correctly without any type of error by the total number of claims audited. A value of 1 =100%. Percentages shall be based on the whole number and rounded to the nearest whole number based on third integer's value of 5 [for example: .982 = 98% and .985 = 99%]. Performance will be tracked monthly, reported quarterly. In the event this criteria is missed during a particular month, Meritain will have the opportunity to cure by meeting the performance standard in all three (3) months of the next reporting period. Should Meritain fail to cure, the appropriate Penalty Payment as indicated in the Performance Guarantee Metric Table will be calculated based on those fees due for the month of the originating failure. This PG will not apply during any period wherein the Client has instructed Meritain to hold or delay claims processing for any reason.

EXHIBIT A
OF ADMINISTRATIVE SERVICES AGREEMENT

DISCLOSURES

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

A. STATEMENT OF AFFILIATION.

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as "affiliates" or individually as an "affiliate"). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement. In no event shall such vendor be paid for Medicaid fund recoupment unless prior written consent to such third party services and payment has been agreed to by Client.

When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain an administrative fee of 25% of the gross savings resulting from such services Subrogation services shall not include Medicaid fund recoupment, unless specifically agreed to by Client in writing.
In the event Meritain engages an out-of-network discount program, claim auditor, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, except with respect to any Medicaid recoupment services.

In cases where Meritain provides direct services, through its employees and agents, to negotiate bills, reduce claim amounts, access additional discounts or otherwise increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 25% of the savings resulting from such services except for any Medicaid recoupment services, which shall be inclusive in the Administration Fees. Any additional services relating to Medicaid recoupment shall be agreed upon in writing by Meritain and Client in advance.

The disclosures set forth in this Exhibit A, together with the disclosures set forth in Schedule A and B represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.

AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to Administrative Services Agreement (this "**Amendment**") dated as of **October 1, 2019** (the "**Amendment Effective Date**") amends the Administrative Services Agreement (the "**Agreement**") entered into as of **December 15, 2016**, as amended, by and between Meritain Health, Inc. ("**Meritain**") and **Polk County a political subdivision of the State of Florida** ("**Client**") as follows:

I. Section 3. TERM; TERMINATION

A. Subsection a. of Section 3. TERM; TERMINATION of the Agreement is hereby amended by the addition of the following new subsubsection i. as follows:

i. Renewal Term. Notwithstanding anything to the contrary in this Agreement, the Renewal Term commencing as of **October 1, 2019** will continue through and including **September 30, 2021**, and thereafter this Agreement will renew as set forth under Section 3.a.

II. Schedule B to Administrative Services Agreement, Fees

A. The Fees for Administrative Services set forth under Section 1 of the Schedule are hereby deleted in their entirety and replaced with the following new Administrative Services Fees for the Renewal Term commencing as of **October 1, 2019** through **September 30, 2021**:

Administrative Services	Per Employee Per Month
• **Medical Plan Administration** • **Utilization Management** • **Case Management** • **Disease Management** • **Client Owned Bank Account ("COBA")** • **ATLAS Reporting Package** • **Data File Feed to Third Party Vendor**	$29.12

III. DISCLOSURES EXHIBIT

The Agreement is hereby amended by the deletion of the Disclosures Exhibit in its entirety and is replaced with the following new Disclosures Exhibit attached hereto and incorporated herein.

IV. MISCELLANEOUS

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

In Witness Whereof, the parties have executed this Amendment on the dates set forth below.

MERITAIN HEALTH, INC.

Michael S. Thomas

Name: Michael S. Thomas
Title: Regional President
Date: 9/18/19

POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Name: George Lindsey III
Title: Chairman
Date: 11/5/19

1.83

DISCLOSURES EXHIBIT

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

1. STATEMENT OF AFFILIATION.

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as "**affiliates**" or individually as an "**affiliate**"). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

Subrogation Recovery Fee: When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain a contingency fee of 25% of the gross savings resulting from such services.

Non-Subrogation Recovery Services Fee: When Meritain provides or arranges for non-subrogation recovery services, Client agrees to pay Meritain a contingency fee of up to 28% of the gross recovery, which shall include vendor fee, resulting from such services.

In the event Meritain engages an out-of-network discount program, claim auditor or bill review services, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, and such contingency fee of the net savings does not include any additional third-party vendor fee that may be assessed for such services.

In cases where Meritain, itself or through an affiliate, provides direct negotiation services to reduce claim amounts to increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 35% of the savings resulting from such services.

The disclosures set forth in this Disclosures Exhibit represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.

SECOND AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This Second Amendment to Administrative Services Agreement (this "**Second Amendment**") effective as of **October 01, 2021** (the "Second **Amendment Effective Date**") amends the Administrative Services Agreement entered into as of **December 15, 2016**, as previously amended by an Amendment dated as of October 1, 2019 (collectively, the "**Agreement**"), by and between Meritain Health, Inc. ("**Meritain**") and **Polk County, a Political Subdivision of the State of Florida** ("**Client**") as follows:

1. SECTION 3: TERM; TERMINATION.

A. Subsection 3.a.i. of the Agreement is hereby amended to add the following new provision to the end of such Subsection as follows:

> For the avoidance of doubt, the Renewal Term commencing as of **October 01, 2021** will continue through and including **September 30, 2022**, and thereafter this Agreement will continue to renew as set forth under Section 3.a., unless sooner terminated as provided herein.

2. Schedule B to Administrative Services Agreement; Fees

A. The Administrative Fees set forth under Section 1 of the Schedule are hereby deleted in their entirety and replaced with the following new Administrative Fees for the Renewal Term commencing as of **October 01, 2021** through **September 30, 2022**:

Administrative Services	**Per Participant Per Month October 01, 2021 – September 30, 2022**
• **ATLAS Reporting Package** • **Case Management** • **Client Owned Bank Account ("COBA")** • **Data File Feed** • **Disease Management** • **Medical Plan Administration** • **Utilization Management**	$29.99

3. DISCLOSURES EXHIBIT.

Effective as of the Second Amendment Effective Date, the Disclosures Exhibit is hereby amended in its entirety as set forth in the attached Disclosures Exhibit, which is incorporated into the Agreement.

4. MISCELLANEOUS.

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

In Witness Whereof, the parties have executed this Second Amendment on the dates set forth below.

MERITAIN HEALTH, INC.

Michael S. Thomas

Name: Michael S. Thomas

Title: Regional President

Date: August 25, 2021

POLK COUNTY, a POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Name: T. R. Wilson

Title: Chairman

Date: 9/21/2021

ATTEST:

Stacy M. Butterfield, Clerk

Name: Stacy M. Butterfield

Title: Clerk of the Board

Date: 9/21/2021

ATTEST:

Alison Holland

Name: Alison Holland

Title: Deputy Clerk

Date: 9/21/2021

$50

DISCLOSURES EXHIBIT

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

1. STATEMENT OF AFFILIATION.

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as "**affiliates**" or individually as an "**affiliate**"). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

Subrogation Recovery Fee: When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain a contingency fee of 25% of the gross savings resulting from such services.

Non-Subrogation Recovery Services Fee: When Meritain provides or arranges for non-subrogation recovery services, Client agrees to pay Meritain a contingency fee of up to 25% of the gross recovery, which shall include vendor fee, resulting from such services.

In the event Meritain engages an out-of-network discount program, claim auditor or bill review services, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, and such contingency fee of the net savings does not include any additional third-party vendor fee that may be assessed for such services.

In cases where Meritain, itself or through an affiliate, provides direct negotiation services to reduce claim amounts to increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 35% of the savings resulting from such services.

The disclosures set forth in this Disclosures Exhibit represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.

THIRD AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

This Third Amendment to Administrative Services Agreement (this "**Third Amendment**") effective as of **October 01, 2022** (the "**Third Amendment Effective Date**") amends the Administrative Services Agreement (the "**Agreement**") entered into as of **December 15, 2016**, as amended, by and between Meritain Health, Inc. ("**Meritain**") and **Polk County A Political Subdivision of the State of Florida** ("**Client**") as follows:

1. SECTION 3: TERM; TERMINATION.

A. Subsection 3.a.i. of the Agreement is hereby deleted in its entirety and replaced with the following new subsubsection 3.a.i. as follows:

i. Renewal Term. For the avoidance of doubt, the Renewal Term commencing as of **October 01, 2022** will continue through and including **September 30, 2023**, and thereafter this Agreement will continue to renew as set forth under Section 3.a.

2. FEE SCHEDULE.

A. The Administrative Fees set forth under Section 1 of the Fee Schedule are hereby deleted in their entirety and replaced with the following new Administrative Fees for the Renewal Term commencing as of **October 01, 2022** through **September 30, 2023**:

Administrative Services	**Per Participant Per Month October 01, 2022 – September 30, 2023**
• **Case Management** • **Client Owned Bank Account ("COBA")** • **Data File Feed** • **Disease Management** • **Medical Plan Administration** • **Utilization Management**	$29.99

3. DISCLOSURES EXHIBIT.

The Agreement is hereby amended by the deletion of the Disclosures Exhibit in its entirety and is replaced with the following new Disclosures Exhibit attached hereto and incorporated herein.

4. MISCELLANEOUS.

Any capitalized term not defined in this Third Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Third Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Third Amendment, remains in full force and effect.

In Witness Whereof, the parties have executed this Amendment on the dates set forth below.

MERITAIN HEALTH, INC.

Michael S. Thomas

Name: Michael S. Thomas
Title: Regional President
Date: March 14, 2022

POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Martha Santiago

Name: Dr. Martha Santiago
Title: Chair
Date: 3/15/22

P51
ATTEST: Stacy M. Butterfield, Clerk

Alison Holland

Name: Alison Holland
Title: Deputy Clerk
Date: 3/15/22

ATTEST: Stacy M. Butterfield, Clerk

Erin Valle

Name: Erin Valle
Title: Deputy Clerk
Date: 3/15/22

DISCLOSURES EXHIBIT

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

1. STATEMENT OF AFFILIATION.

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as "**affiliates**" or individually as an "**affiliate**"). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

Subrogation Recovery Fee: When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain a contingency fee of 25% of the gross savings resulting from such services.

Non-Subrogation Recovery Services Fee: When Meritain provides or arranges for non-subrogation recovery services, Client agrees to pay Meritain a contingency fee of up to 25% of the gross recovery, which shall include vendor fee, resulting from such services.

In the event Meritain engages an out-of-network discount program, claim auditor or bill review services, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, and such contingency fee of the net savings does not include any additional third-party vendor fee that may be assessed for such services.

In cases where Meritain, itself or through an affiliate, provides direct negotiation services to reduce claim amounts to increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 35% of the savings resulting from such services.

The disclosures set forth in this Disclosures Exhibit represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.

AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to Administrative Services Agreement (this "**Amendment**") effective as of **October 01, 2023** (the "**Amendment Effective Date**") amends the Administrative Services Agreement (the "**Agreement**") entered into as of **December 15, 2016**, as amended, by and between Meritain Health, Inc. ("**Meritain**") and **Polk County A Political Subdivision of the State of Florida** ("**Client**") as follows:

1. **SECTION 3: TERM; TERMINATION.**

A. Subsection 3.a.i. of the Agreement is hereby deleted in its entirety and replaced with the following new subsubsection 3.a.i. as follows:

i. Renewal Term. For the avoidance of doubt, the Renewal Term commencing as of **October 01, 2023** will continue through and including **September 30, 2025**, and thereafter this Agreement will continue to renew as set forth under Section 3.a.

2. **FEE SCHEDULE.**

A. The Administrative Fees set forth under Section 1 of the Fee Schedule are hereby deleted in their entirety and replaced with the following new Administrative Fees for the Renewal Term commencing as of **October 01, 2023** through **September 30, 2025**:

Administrative Services	**Per Employee Per Month October 01, 2023 – September 30, 2025**
• **Case Management** • **Company Owned Bank Account ("COBA")** • **Data File Feed** • **Disease Management** • **Medical Plan Administration** • **Utilization Management**	$30.89

3. **DISCLOSURES EXHIBIT.**

The Agreement is hereby amended by the deletion of the Disclosures Exhibit in its entirety and is replaced with the following new Disclosures Exhibit attached hereto and incorporated herein.

4. **MISCELLANEOUS.**

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

In **Witness Whereof**, the parties have executed this Amendment on the dates set forth below.

MERITAIN HEALTH, INC.

Michael S. Thomas

Name: Michael S. Thomas

Title: Regional President

Date: July 18, 2023

POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Name: George M. Lindsey, III

Title: Chairman

Date: 8/8/23

R. 31

DISCLOSURES EXHIBIT

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

1. STATEMENT OF AFFILIATION.

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as "**affiliates**" or individually as an "**affiliate**"). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

2. DESCRIPTION OF CHARGES, FEES, DISCOUNTS, PENALTIES AND ADJUSTMENTS APPLICABLE TO ANY CONTRACTS WITH MERITAIN.

Meritain may receive compensation from insurance carriers ("**Carriers**") and managing general underwriters ("**MGUs**") in the form of fixed or contingent commissions and administrative fees. In some instances, the broker is entitled to a portion of the fixed or contingent commissions and administrative fees paid to Meritain. In those instances, Meritain will remit those amounts to the broker.

The parties acknowledge and agree that stop loss insurance policies are issued for one year terms, and therefore, Meritain is unable to disclose future commissions as of execution of this Agreement. Meritain will disclose future commissions (if any) at such time the policy is renewed or reissued.

Fixed Sales Commissions on Gross Insurance Premiums Payable to Meritain Per Year (if applicable):

Carrier	Commission type	Commission %
N/A - No Stop Loss Coverage/N/A	Meritain Stop Loss Commission	0.00%
N/A - No Stop Loss Coverage/N/A	Broker Stop Loss Commission	0.00%

Contingent Commissions

Contingent commissions may depend on a combination of factors such as growth, profitability, volume, retention and increased services that Meritain provides under agreements with certain Carriers and MGUs. There is no guarantee that Meritain will receive any contingent commissions. Also, in cases where Meritain agrees to provide administrative services that would otherwise be provided by a Carrier or MGU, some Carriers and MGUs pay administrative fees for these services. Below are descriptions of such commissions and fees that Meritain may receive:

None.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

Subrogation Recovery Fee: When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain a contingency fee of 25% of the gross savings resulting from such services.

Non-Subrogation Recovery Services Fee: When Meritain provides or arranges for non-subrogation recovery services, Client agrees to pay Meritain a contingency fee of up to 25% of the gross recovery, which shall include vendor fee, resulting from such services.

In the event Meritain engages an out-of-network discount program, claim auditor or bill review services, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, and such contingency fee of the net savings does not include any additional third-party vendor fee that may be assessed for such services.

In cases where Meritain, itself or through an affiliate, provides direct negotiation services to reduce claim amounts to increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 35% of the savings resulting from such services.

Meritain, through its affiliate Aetna, has a variety of different VBC arrangements with many Network Providers. These arrangements compensate Network Providers to improve indicators of value such as, effective population health management, efficiency and quality care. Aetna's VBC models include: Pay-for-Performance (P4P), Bundled Payments, Patient Centered Medical Homes (PCMH), and Accountable Care Organizations (ACOs). Aetna will continue to evolve its VBC arrangements over time. Aetna employs a broad spectrum of different reimbursement and other incentive and adjustment arrangements with Network Providers to advance the goals of improving the quality of patient care and health outcomes, while controlling costs. Client's financial responsibility under each VBC arrangement is determined based on provider performance or other adjustment mechanisms, using an allocation method appropriate for each particular program. These methods may include: percentage of allowed claims dollars, percentage of plan participant member months, or specific savings for bundles payment cases.

Meritain will process any payments in accordance with the terms of each VBC arrangement or adjustment mechanism. In each of the VBC models, all self-funded customers reimburse Meritain for any payment attributable to their plan. Each customer's results will vary. It is possible that payments paid to a particular Network Provider or health system may be required even if Client's own population did not experience that same financial or qualitative improvements. It is also possible that payments will not be paid to a Network Provider even if Client's own population did experience financial and quality improvements.

The disclosures set forth in this Disclosures Exhibit represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.

Agenda Item R.17. 11/18/2025

SUBJECT

Approve the Final Program Status Report and Final Financial Report for the Criminal Justice, Mental Health and Substance Abuse (CJMHSA) Reinvestment Grant (contract #LH833) with the State of Florida, Department of Children and Families (DCF) for the Helping Achieve Targeted Comprehensive Healthcare program. The final report to DCF requires approval from the Board of County Commissioners or its designee.

DESCRIPTION

The CJMHSA Reinvestment Grant Program was created by the 2007 Florida Legislature (F.S. 394.656) and is housed within DCF. Polk County applied for and was awarded the grant beginning March 3, 2022, and ended August 31, 2025. This extended previous Helping HANDS projects and was named the Helping Achieve Targeted Comprehensive Healthcare (HATCH) program that continues to bring multiple organizations together to serve this vulnerable population. During this grant 249 individuals were served with an outcome goal of decreased arrests, rearrests and/or admission to the state hospital by providing case management and linkage to local services including housing. The benefit of HATCH was threefold:

1) Improved quality of life for the client and family when the client is stabilized in his/her home and community with 51% of clients being stably housed within 6 months of discharge.
2) Public safety is increased as criminal offenses by the population declines with 91% of those successfully completing not being rearrested.
3) Cost savings to the County and State by reducing costly jail and hospital stays with 100% of successful clients being connected to behavioral health services and 84% being connected to a primary care provider.

These benefits allowed for 100% of those identified for the program to receive services and exceeded 90% of required performance measures.

RECOMMENDATION

Approve the Final Program Status Report and the Final Financial Report to DCF for contract LH833 which provided funding for the HATCH program.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Holly Vida, Behavioral Health Program Manager, Health and Human Services (863) 519-1005

Joy Johnson, Administrator, Health and Human Services Division (863) 534-5204

Community Health Care
2135 Marshall Edwards Drive
Bartow, Florida 33830

PHONE: 863-533-1111
FAX: 863-534-7519
www.polk-county.net

POLK COUNTY

HEALTH AND HUMAN SERVICES DIVISION

I, _____, hereby certify, on behalf of Polk County Board of County Commissioners, the approval of the Final Program Status Report and Final Financial Report for the Criminal Justice, Mental Health and Substance Abuse (CJMHSA) Reinvestment Grant (contract #LH833) with the State of Florida, Department of Children and Families for the Helping Achieve Targeted Comprehensive Healthcare (HATCH) Program.

Polk County, a political subdivision of the State of Florida

By: _____

_____, Chair (or Chair's designee)

Date: _____

Attest: Stacy M. Butterfield, Clerk

By: _____

Deputy Clerk

LH833 Y4Q2_forsubmission

Y3Q4	CRIMINAL JUSTICE REINVESTMENT GRANT PROGRAM				
Grantee Name	Polk County, a Political Subdivision of the State of Florida		County	Polk	
Begin Date	3/3/2022		End Date	8/31/2025	
Grantees Grant Manager	Marybeth Moore		Title and Agency	Forensic Program Manager	
Report Prepared By	Kelvin Almestica		Report Date	10/29/2025	
Report Period: From	6/1/2025		To:	8/31/2025	
	Approved Budget (1)				
Expense Category	Grant Award	In-Kind Match	Cash Match	Total Match	Total
	GRANTEE EXPENSES				
Salaries:	$102,151.00	$0.00	$0.00	$0.00	$102,151.00
Fringe	$30,646.00	$0.00	$0.00	$0.00	$30,646.00
Equipment:	$0.00	$0.00	$0.00	$0.00	$0.00
Travel:	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies:	$3,000.00	$0.00	$0.00	$0.00	$3,000.00
Rent/Utilities:	$0.00	$0.00	$0.00	$0.00	$0.00
Other Expenses:	$0.00	$1,200,000.00	$0.00	$1,200,000.00	$1,200,000.00
Administrative	$26,702.00	$0.00	$0.00	$0.00	$26,702.00
SUBTOTAL GRANTEE	**$162,499.00**	**$1,200,000.00**	**$0.00**	**$1,200,000.00**	**$1,362,499.00**
	CONTRACTUAL EXPENSES				
Consultant Fees:	$499,542.00	$0.00		$0.00	$499,542.00
Fringe Benefits:	$17,338.00	$0.00		$0.00	$17,338.00
Equipment:	$1,800.00	$0.00		$0.00	$1,800.00
Travel:	$35,452.00	$0.00		$0.00	$35,452.00
Supplies:	$5,000.00	$0.00		$0.00	$5,000.00
Rent/Utilities:	$8,806.00	$0.00		$0.00	$8,806.00
Other Expenses:	$450,318.00	$0.00		$0.00	$450,318.00
Administrative	$19,245.00	$0.00		$0.00	$19,245.00
SUBTOTAL SUBGRANTEE	**$1,037,501.00**	**$0.00**	**$0.00**	**$0.00**	**$1,037,501.00**
	TOTAL ALL COSTS				
	$1,200,000.00	**$1,200,000.00**	**$0.00**	**$1,200,000.00**	**$2,400,000.00**
					100.0%
	TOTAL ADMINISTRATIVE COSTS - (MAX 10%)				
				GRANTEE'S ADMINISTRATIVE %	**2.2%**
				SUBGRANTEE'S ADMINISTRATIVE %	**1.6%**
					3.8%
	[1] As approved in the county original CJMHSA application or as revised with written approval of the Department of Children and Families.				

Y3Q4	CRIMINAL JUSTICE REINVESTMENT GRANT PROGRAM				
Grantee Name	Polk County, a Political Subdivision of the State of Florida		County	Polk	
Begin Date	3/3/2022		End Date	8/31/2025	
Grantees Grant Manager	Marybeth Moore		Title and Agency	Forensic Program Manager	
Report Prepared By	Kelvin Almestica		Report Date	10/29/2025	
Report Period: From	6/1/2025		To:	8/31/2025	
	Expenses This Period (2)				
Expense Category	Grant Award	In-Kind Match	Cash Match	Total Match	Total
	GRANTEE EXPENSES				
Salaries:	$12,287.54			$0.00	$12,287.54
Fringe	$4,957.56			$0.00	$4,957.56
Equipment:				$0.00	$0.00
Travel:				$0.00	$0.00
Supplies:				$0.00	$0.00
Rent/Utilities:				$0.00	$0.00
Other Expenses:				$0.00	$0.00
Administrative				$0.00	$0.00
SUBTOTAL GRANTEE	$17,245.10	$0.00	$0.00	$0.00	$17,245.10
	CONTRACTUAL EXPENSES				
Consultant Fees:	$52,613.16			$0.00	$52,613.16
Fringe Benefits:				$0.00	$0.00
Equipment:				$0.00	$0.00
Travel:	$2,218.79			$0.00	$2,218.79
Supplies:	$12.82			$0.00	$12.82
Rent/Utilities:	$106.10			$0.00	$106.10
Other Expenses:	$192,134.69			$0.00	$192,134.69
Administrative	$511.55			$0.00	$511.55
SUBTOTAL SUBGRANTEE	$247,597.11	$0.00	$0.00	$0.00	$247,597.11
	TOTAL ALL COSTS				
	$264,842.21	$0.00	$0.00	$0.00	$264,842.21
				MATCH%	0.0%
	TOTAL ADMINISTRATIVE COSTS - (MAX 10%)				
				GRANTEE'S ADMINISTRATIVE %	0.0%
				SUBGRANTEE'S ADMINISTRATIVE %	0.2%
					0.2%

Y3Q4	CRIMINAL JUSTICE REINVESTMENT GRANT PROGRAM				
Grantee Name	Polk County, a Political Subdivision of the State of Florida		County	Polk	
Begin Date	3/3/2022		End Date	8/31/2025	
Grantees Grant Manager	Marybeth Moore		Title and Agency	Forensic Program Manager	
Report Prepared By	Kelvin Almestica		Report Date	10/29/2025	
Report Period: From	6/1/2025		To:	8/31/2025	

Expenses Prior Period (3)

Expense Category	Grant Award	In-Kind Match	Cash Match	Total Match	Total
	GRANTEE EXPENSES				
Salaries:	$86,290.54	$0.00	$0.00	$0.00	$86,290.54
Fringe	$26,975.57	$0.00	$0.00	$0.00	$26,975.57
Equipment:	$0.00	$0.00	$0.00	$0.00	$0.00
Travel:	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies:	$373.88	$0.00	$0.00	$0.00	$373.88
Rent/Utilities:	$0.00	$0.00	$0.00	$0.00	$0.00
Other Expenses:	$0.00	$1,200,000.00	$0.00	$1,200,000.00	$1,200,000.00
Administrative	$31,613.91	$0.00	$0.00	$0.00	$31,613.91
SUBTOTAL GRANTEE	**$145,253.90**	**$1,200,000.00**	**$0.00**	**$1,200,000.00**	**$1,345,253.90**
	CONTRACTUAL EXPENSES				
Consultant Fees:	$230,172.22	$0.00	$0.00	$0.00	$230,172.22
Fringe Benefits:	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment:	$28.79	$0.00	$0.00	$0.00	$28.79
Travel:	$8,832.39	$0.00	$0.00	$0.00	$8,832.39
Supplies:	$1,633.34	$0.00	$0.00	$0.00	$1,633.34
Rent/Utilities:	$2,701.45	$0.00	$0.00	$0.00	$2,701.45
Other Expenses:	$529,061.22	$0.00	$0.00	$0.00	$529,061.22
Administrative	$17,474.48	$0.00	$0.00	$0.00	$17,474.48
SUBTOTAL SUBGRANTEE	**$789,903.89**	**$0.00**	**$0.00**	**$0.00**	**$789,903.89**
	TOTAL ALL COSTS				
	$935,157.79	**$1,200,000.00**	**$0.00**	**$1,200,000.00**	**$2,135,157.79**
				MATCH%	128.3%
	TOTAL ADMINISTRATIVE COSTS - (MAX 10%)				
				GRANTEE'S ADMINISTRATIVE %	3.4%
				SUBGRANTEE'S ADMINISTRATIVE %	1.9%
					5.2%

LH833 Y4Q2_forsubmission

Y3Q4	CRIMINAL JUSTICE REINVESTMENT GRANT PROGRAM				
Grantee Name	Polk County, a Political Subdivision of the State of Florida		County	Polk	
Begin Date	3/3/2022		End Date	8/31/2025	
Grantees Grant Manager	Marybeth Moore		Title and Agency	Forensic Program Manager	
Report Prepared By	Kelvin Almestica		Report Date	10/29/2025	
Report Period: From	6/1/2025		To:	8/31/2025	
	Expenses to Date (4)				
Expense Category	Grant Award	In-Kind Match	Cash Match	Total Match	Total
	GRANTEE EXPENSES				
Salaries:	$98,578.08	$0.00	$0.00	$0.00	$98,578.08
Fringe	$31,933.13	$0.00	$0.00	$0.00	$31,933.13
Equipment:	$0.00	$0.00	$0.00	$0.00	$0.00
Travel:	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies:	$373.88	$0.00	$0.00	$0.00	$373.88
Rent/Utilities:	$0.00	$0.00	$0.00	$0.00	$0.00
Other Expenses:	$0.00	$1,200,000.00	$0.00	$1,200,000.00	$1,200,000.00
Administrative	$31,613.91	$0.00	$0.00	$0.00	$31,613.91
SUBTOTAL GRANTEE	**$162,499.00**	**$1,200,000.00**	**$0.00**	**$1,200,000.00**	**$1,362,499.00**
	CONTRACTUAL EXPENSES				
Consultant Fees:	$282,785.38	$0.00	$0.00	$0.00	$282,785.38
Fringe Benefits:	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment:	$28.79	$0.00	$0.00	$0.00	$28.79
Travel:	$11,051.18	$0.00	$0.00	$0.00	$11,051.18
Supplies:	$1,646.16	$0.00	$0.00	$0.00	$1,646.16
Rent/Utilities:	$2,807.55	$0.00	$0.00	$0.00	$2,807.55
Other Expenses:	$721,195.91	$0.00	$0.00	$0.00	$721,195.91
Administrative	$17,986.03	$0.00	$0.00	$0.00	$17,986.03
SUBTOTAL SUBGRANTEE	**$1,037,501.00**	**$0.00**	**$0.00**	**$0.00**	**$1,037,501.00**
	TOTAL ALL COSTS				
	$1,200,000.00	**$1,200,000.00**	**$0.00**	**$1,200,000.00**	**$2,400,000.00**
				MATCH%	100.0%
	TOTAL ADMINISTRATIVE COSTS - (MAX 10%)				
				GRANTEE'S ADMINISTRATIVE %	2.6%
				SUBGRANTEE'S ADMINISTRATIVE %	1.5%
					4.1%

LH833 Y4Q2_forsubmission

Y3Q4	CRIMINAL JUSTICE REINVESTMENT GRANT PROGRAM				
Grantee Name	Polk County, a Political Subdivision of the State of Florida		County	Polk	
Begin Date	3/3/2022		End Date	8/31/2025	
Grantees Grant Manager	Marybeth Moore		Title and Agency	Forensic Program Manager	
Report Prepared By	Kelvin Almestica		Report Date	10/29/2025	
Report Period: From	6/1/2025		To:	8/31/2025	
	Available Balance (5)				
Expense Category	Grant Award	In-Kind Match	Cash Match	Total Match	Total
	GRANTEE EXPENSES				
Salaries:	$3,572.92	$0.00	$0.00	$0.00	$3,572.92
Fringe	-$1,287.13	$0.00	$0.00	$0.00	-$1,287.13
Equipment:	$0.00	$0.00	$0.00	$0.00	$0.00
Travel:	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies:	$2,626.12	$0.00	$0.00	$0.00	$2,626.12
Rent/Utilities:	$0.00	$0.00	$0.00	$0.00	$0.00
Other Expenses:	$0.00	$0.00	$0.00	$0.00	$0.00
Administrative	-$4,911.91	$0.00	$0.00	$0.00	-$4,911.91
SUBTOTAL GRANTEE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	CONTRACTUAL EXPENSES				
Consultant Fees:	$216,756.62	$0.00	$0.00	$0.00	$216,756.62
Fringe Benefits:	$17,338.00	$0.00	$0.00	$0.00	$17,338.00
Equipment:	$1,771.21	$0.00	$0.00	$0.00	$1,771.21
Travel:	$24,400.82	$0.00	$0.00	$0.00	$24,400.82
Supplies:	$3,353.84	$0.00	$0.00	$0.00	$3,353.84
Rent/Utilities:	$5,998.45	$0.00	$0.00	$0.00	$5,998.45
Other Expenses:	-$270,877.91	$0.00	$0.00	$0.00	-$270,877.91
Administrative	$1,258.97	$0.00	$0.00	$0.00	$1,258.97
SUBTOTAL SUBGRANTEE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	TOTAL ALL COSTS				
	$0.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**
				MATCH%	0.0%
	TOTAL ADMINISTRATIVE COSTS - (MAX 10%)				
				GRANTEE'S ADMINISTRATIVE %	-4779382442114340.0%
				SUBGRANTEE'S ADMINISTRATIVE %	1225001906213410.0%
					-3554380535900940.0%

Y3Q4	CRIMINAL JUSTICE REINVESTMENT GRANT PROGRAM				
Grantee Name	Polk County, a Political Subdivision of the State of Florida		County	Polk	
Begin Date	3/3/2022		End Date	8/31/2025	
Grantees Grant Manager	Marybeth Moore		Title and Agency	Forensic Program Manager	
Report Prepared By	Kelvin Almestica		Report Date	10/29/2025	
Report Period: From	6/1/2025		To:	8/31/2025	
	Projected Additional Expenses (6)				
Expense Category	Grant Award	In-Kind Match	Cash Match	Total Match	Total
	GRANTEE EXPENSES				
Salaries:				$0.00	$0.00
Fringe				$0.00	$0.00
Equipment:				$0.00	$0.00
Travel:				$0.00	$0.00
Supplies:				$0.00	$0.00
Rent/Utilities:				$0.00	$0.00
Other Expenses:				$0.00	$0.00
Administrative				$0.00	$0.00
SUBTOTAL GRANTEE	$0.00	$0.00	$0.00	$0.00	$0.00
	CONTRACTUAL EXPENSES				
Consultant Fees:				$0.00	$0.00
Fringe Benefits:				$0.00	$0.00
Equipment:				$0.00	$0.00
Travel:				$0.00	$0.00
Supplies:				$0.00	$0.00
Rent/Utilities:				$0.00	$0.00
Other Expenses:				$0.00	$0.00
Administrative				$0.00	$0.00
SUBTOTAL SUBGRANTEE	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTAL ALL COSTS				
	$0.00	$0.00	$0.00	$0.00	$0.00
				MATCH%	#DIV/0!
	TOTAL ADMINISTRATIVE COSTS				
				GRANTEE'S ADMINISTRATIVE %	#DIV/0!
				SUBGRANTEE'S ADMINISTRATIVE %	#DIV/0!

Florida Department of Children and Families
Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program

Program Status Report

Implementation and Expansion Grants

Do not type in green or shaded areas.

Grantee Summary					
Grantee's Name		**Report Period**			
Polk County		**From:**	6/1/25	**To:**	8/31/25
Grant Number:	LH833				
Report Prepared By		**Report Approved By DCF**			
Preparer's Name:	MaryBeth Moore	**Approver's Name:**	Earl Hunt		
Preparer's Title	Forensic Program Manager	**Approver's Title**	Contract Manager		
Preparer's Phone:	863-519-2041	**Approver's Phone:**	954/453-3427		
Preparer's Email:	marybethmoore@polk-county.net	**Approver's Email:**	Earl.Hunt@myflfamilies.com		
Date Prepared:	9/15/2025	**Date Approved:**			

Grant Information			
Amount awarded	**$1,200,000**		
Amount of match provided	$1,200,000		
Award Period	3/1/2022	through	8/31/2025
Target Population *(Must select one:)*	**Juveniles**	**Adult (X)**	**Both**

Section 1. Detailed Progress Summary

1. Provide an overview of your organization's CJMHSA Reinvestment grant-funded program.

- Helping HANDS is an award-winning jail transition program unique to Polk County. Since it began in 2018, the program has grown to include early prevention and intervention components while continuing to focus on its core tenets: Healthcare Access, Navigation, Delivery and Support for Polk inmates released from jail into the community or individuals who have a history of arrest, Baker Act or Marchman Act. Referrals to the program come from the jail or through community partner agencies. Those who are accepted into the HATCH program are paired with certified peer recovery specialists, case managers and Polk County Fire Rescue community paramedics who engage with the individual from initial contact through enrollment. The team will assist participants to find behavioral health providers and other resources for recovery support, medications, case management, health assessments, transportation, and housing.

2(a) For each reporting period, provide a detailed description of program achievements to-date and progress towards meeting goals and objectives identified in **Section B-3.**

- **B-3.1** Services will be provided to participants that reside within Polk County and are 18 years or older. At the admission assessment, the participant signs a declaration of domicile confirming the participant is a resident of Polk County if the potential participant is not able to provide proof by a state identification card.
- **B-3.2** The Program Manager (BoCC), Housing Specialist and Case Manager (Tri- County Human Services) are located at 2135 Marshall Edwards Dr. Bartow Fl 33830. The Community Mobile Support Counselor (Peace River Center) will be located at 1255 Golfview Ave Bartow, Fl 33830.
- **B-3.3** Service times are primarily provided between the hours of 8:00 am and 5:00 pm, Monday through Friday, excluding holidays. The lead Community Paramedic is on call 24 hours a day.
- **B-3.4** Program Year 1: 3/1/2022 – 2/28/2023
  Program Year 2: 3/1/2023 – 2/28/2024
  Program Year 3: 3/1/2024 – 2/28/2025
  Program Year 4: 3/1/2025 – 8/31/2015 (extension)

2(b) For each reporting period, provide a detailed description of each task and associated activities in **Section C-1** of the grant agreement. For each task include the completion date, or anticipated date of completion, and discuss any adjustments to timelines outlined in the original grant application.

C-1.1.1. Establish legally binding agreements **(Add to list each reporting period as appropriate & provide a copy of each).**

Sub -Provider Name	Service(s)	Date Executed	"Attached" / "Date Submitted
Tri-County Human Services	Housing Specialist and Case Manager	3/15/2022	6/15/2022
Peace River Center for Personal Development	Community Mobile Support Counselor	3/15/2022	6/15/2022
Tri-County Human Services	Housing Specialist and Case Manager (extension)	3/18/2025	6/13/2025

C-1.1.2. Provide, directly or by agreement, an information system to track individuals during their involvement with the Program and for one year after discharge, including but not limited to arrests, receipt of benefits, employment, and stable housing **(Briefly summarize any enhancements for the period below or NA)**

- The HATCH Program will utilize FAMCare, a shared data information system. The system will track the services provided to the participants and track the performance measures for the grant.

C-1.1.3. Hire and Train Staff specified in **Section C-2.1**. **(See # 3 below)**

C-1.2. Coordinate & participate in planning council or committee meetings regularly. **(See # 6 below)**

C-1.3.1. Identify topics for needed trainings by developing & conducting a survey of stakeholders. **(Briefly summarize details or NA)**

- Best practices for opioid use disorder and SUDs
- Best practices for the use of medication assisted treatment (MAT)
- Addressing stigma across systems

2(c) List your program's MOUs or other legally binding agreements **(See C-1.1.1. above)**

2(d) List your program's partners and collaborators (add to the list each reporting period as new partners emerge)

Partners / Collaborators		
1. Polk County Sherriff's office	**2.** Tri-County Human Services	**3.** Peace River Center
4. Polk County Fire Rescue	**5.** Lakeland Regional Health	**6.** Bay Care Center for Behavioral
7. Department of Corrections Felony Probation	**8.** YesCare	**9.** Polk County Court Services
10.	**11.**	**12.**
13.	**14.**	**15.**
16.	**17.**	**18.**
19.	**20.**	**21.**

3. Provide summary of the achievements to-date in meeting the Administrative Tasks in **Section C-2**

C-2.1 FTE	**Title**	**Name**	**Date Hired**	**Date Terminated**	**(Date Hiring Docs Submitted)**	**(Date Training Docs Submitted)**
0.50	Program Manager	MaryBeth Moore	4/17/2017		Previous grant	6/15/2022
1.00	Case Manager (sub-contract)	Dikerria Wilson	4/12/2022		6/15/2022	6/15/2022
1.00	Housing Specialist (sub-contract)	Jennifer Montalbo	8/18/2022	10/4/2022	9/15/2022	9/15/2022
1.00	Housing Specialist (sub-contract)	Romario Blanc	12/14/22	1/23/2023	3/15/2023	3/15/2023
1.00	Housing Specialist (sub-contract)	Maria Guillen	4/12/2023	10/3/2023	6/15/2023	6/15/2023
1.00	Housing Specialist (sub-contract)	Mary Oldham	10/11/2023		12/15/2023	12/15/2023
1.00	Mobile Outreach Crisis Counselor (sub-	Cassie Harman	8/15/2022	9/8/2023	9/15/2022	9/15/2022
1.00	Case Manager (in-kind)	Tabyron Willis	1/23/2020	6/30/2025	6/15/2022	6/15/2022
1.00	Case Manager (in-kind)	Lisa Vanecek	10/18/2022	6/19/2023	12/15/2022	12/15/2022
1.00	Case Manager (in-kind)	Alexis Maltez	7/16/2024		9/13/2024	9/13/2024
1.00	Case Manager (in-kind)	Amanda Cox	8/12/2025		10/22/2025	10/22/2025

C-2.2 Professional Qualifications. The Grantee shall ensure all program staff assigned maintain all applicable minimum licensing, accreditation, training, and continuing education requirements required by state and federal laws or regulations for their assigned duties and responsibilities. **(Submit copy of position description & credential with hiring/training docs)**

C-2.3 Subcontracting – **(See C-1.1.1 above)**

C-2.4 Technical Assistance Requirements – **(See Section 4., page 4 below)**

4. Describe any barriers or challenges faced by your program during this reporting period and the strategies implemented to address them. Also, describe significant barriers that remain, if any.
No barriers or challenges this reporting period.

5. List evidence-based, best, and promising practices used in your program including assessment or screening instruments and tools.	
EBP/ TOOLS	
1. Certified Recovery Peer Specialist	**2.** Mental Health First Aid
3. Wellness Recovery Action Plan (WRAP)	**4.** Recovery Orientated System of Care
5. Functional Assessment Rating Scale (FARS)	**6.** SSI/SSDI, Outreach, Access, and Recovery (SOAR)
7.	**8.**

6. Describe the composition of your Planning Council membership, in compliance with F.S. 394.657(2) (a), and complete Appendix A, located at the end of this document		
a) ***Describe difficulties in filling membership positions***	**b)** ***Date Meeting Docs Submitted***	***c) Agenda Topic(s) / Dates***
(Y1Q1) – Program Manager reached out to DCF for guidance on #17, a family member of a primary consumer.	6/15/2022	**1.** TA survey results 4/14/22 **2.** Roots final report 4/14/22 **3.** HH update 4/14/22 **4.** Opioid Abatement Plan update 4/14/22
(Y1Q2) – Reached out to USF TAC for guidance on #17, a family member of a primary consumer.	8/18/22	**5.** Helping HANDS update/ 8/18/22 **6.**Second Chance Grant Planning and Implementation Guide/ 8/18/22 **7.**Opioid Settlement/ Abatement Plan/ 8/18/22
(Y1Q3) – Have not received feedback regarding #17, a family member of a primary consumer.	11/17/22	**8.** CJMHSA/ HATCH Report **9.** Bureau of Justice Assistance Second Chance Grant **10.** Helping HANDS Report
(Y1Q4) - Have not received feedback regarding #17, a family member of a primary consumer.	2/16/23	**11.** CJMHSA/ HATCH Report **12.** Bureau of Justice Assistance Second Chance Grant **13.** Helping HANDS Return on Investment fiscal year 21/22
(Y2Q1) – No family member of primary consumer #17	5/23/2023	**14.** CJMHSA/ HATCH Report **15.** Bureau of Justice Assistance Second Chance Grant **16.** Opioid Funding Update
(Y2Q2) - No family member of primary consumer #17	8/7/2023	**17.** CJMHSA/ HATCH Report **18.** Bureau of Justice Assistance Second Chance Grant **19.** Opioid Funding update **20.** USF Annual Survey link
(Y2Q3) - No family member of primary consumer #17	Due to holidays, the meeting is scheduled for January 2024	
(Y2Q4) -	1/16/24	**21.** Helping HANDS update **22.** CJMHSA/HATCH report **23.** Second Chance MAT **24.** STARR (Substance Treatment Advocacy Recovery Reentry) **25.** CORe (Coordinated Opioid Recovery) funding **26.** USF TAC Annual Survey results
(Y3Q1) -	4/23/24	**27.** Helping HANDS update **28.** CJMHSA/HATCH report **29.** Second Chance MAT **30.** STARR (Substance Treatment Advocacy Recovery Reentry) **31.** Behavioral Health Update

(Y3Q2) -	7/18/2024	**32.** Helping HANDS update **33.** CJMHSA/HATCH report **34.** Second Chance MAT **35.** STARR (Substance Treatment Advocacy Recovery Reentry) **36.** Behavioral Health Update **37.** USF Technical Assistance Center
(Y3Q3) -	11/14/2024	**38.** Helping HANDS update **39.** CJMHSA/HATCH report **40.** Second Chance MAT **41.** STARR (Substance Treatment Advocacy Recovery Reentry) **42.** Behavioral Health Update **43.** Alternative Mental Health Sentencing Pilot
(Y3Q4) -	3/27/2025	**44.** Helping HANDS update **45.** CJMHSA/HATCH report **46.** Second Chance MAT **47.** STARR (Substance Treatment Advocacy Recovery Reentry) **48.** Behavioral Health Update **49.** Polk for Recovery
Y4Q2	Scheduled for 11/7/25	**50.** Helping HANDS update **51.** CJMHSA/HATCH final report **52.** Second Chance MAT **53.** STARR (Substance Treatment Advocacy Recovery Reentry) **54.** Behavioral Health Update

Section 2. Deliverables

1. Provide a detailed summary of the progress achieved in meeting the deliverable requirements outlined in **Exhibit D** of the Grant Agreement. ***(See TAC tab on Appendix B, Performance Measure Data Table)***

2. Using the Performance Measures for Acceptance of Deliverables in **Section D-4.** of the grant agreement by completing Service Summary Tables. ***(See TAC tab on Appendix B, Performance Measure Data Table)***

Section 3. Performance Measures and Outcomes

Describe the methodology(ies) used to collect data & track progress on admissions, completions, discharge, assessments, services, & outcomes of individuals being served. Reportable outcomes include but are not limited to arrests, rearrests, services, program completion, receipt of benefits, employment, housing, etc. **Data anomalies & additional methodology information can be noted directly into the Excel spreadsheet, Appendix B, Reinvestment Grant Performance Measure Data Table.** ***(See Section C-1.1.2 above)***

Section 4. Technical Assistance

TAC ACTIVITIES	Dates	Details
1. Primary Contact info/TAC w/in 10 business days		
	3/8/2022	Added the BoCC grant and project development specialist
	11/2/2022	Changed BoCC grant and project development specialist to Terri Saltzman
	8/28/2023	Added BoCC Behavioral Health Manager, Holly Vida, as an additional grantee contact
2. Annual TA Needs Assessments		**(List Priority Areas)**
Y1		1.Care coordination / coordination of complex care management (closed-loop referral / warm hand-off / follow-up)
	6/3/2022	2.Crisis Intervention Teams (CIT)
		3.Grant management, oversight, and sustainability approaches
Y2		1.Best practices for Opioid Use disorder and SUDs
		2.Best practices for the use of Medication Assisted Treatment (MAT)
		3.Addressing stigma across systems and programs
Y3		**1.** Addressing stigma across systems and programs
	8/29/2024	**2.** Best practices in Medication-Assisted Treatment (MAT)
		3. Best practices for the use of peers and recovery support services
3. (2) On-Site TA & Sign in Sheets		**(List Participants)**
Y3- Opioid Use Disorder Best Practices	8/29/2024	1. Webinar- 36 participants
		2.
		3.
Y_		1.
		2.
		3.
4. Quarterly TAC Conference Calls		**(List Primary Participant)**
Y1	11/2/2022	1. MaryBeth Moore
		2. Terri Saltzman
		3.
Y2	11/8/2023	1. MaryBeth Moore
		2.
		3.
Y3		1.
		2.
		3.

Section 5. Sustainability

Describe actions and/or steps taken that will lead to sustainability upon the completion of the grant funding.

The two positions, Case Manager and Housing Specialist, that was funded by the CJMHSA grant, will be funded by the half cent sales tax funding. This will allow us to continue services for those individuals who meet the Helping HANDS criteria and are approved for the program. A contract is being executed with Tri-County Human Services using the Opioid funding to cover incidentals to assist participants in getting stable in the community.

Section 6. Additional Information

1. Describe the effect the grant-funded initiatives have had on meeting the needs of adults and/or juveniles who have a mental illness substance abuse disorder, or co-occurring disorder and include a discussion of the following:

a) The impact of the grant-funded program on expenditures of the jail, juvenile detention center, and prison (e.g., decreased numbers, fiscal estimates).

- FY23/24 Helping HANDS there was a 76% decrease in recidivism amongst the Helping HANDS participants who successfully completed the program.

b) The impact of the grant-funded program on the reduction of forensic commitments to state mental health treatment hospitals or children's state hospitals/treatment centers (if population served includes juveniles); and

- To date there is not adequate data to report any significant change.

c) The impact the grant-funded program has had on the number and type of individuals detained (detention and/or jail) and incarcerated (prison) (e.g., change in numbers detained, change in types of charges of detainees).

- Comparing all participants arrests 12 months prior to opening in the program to current, there was a 75% reduction in arrests.

2. Describe the impact the grant-funded program has had on the availability and accessibility of effective community-based services.

- The Polk County Indigent Health Care Program has streamlined the application process for HATCH participants to receive healthcare under the County's plan which provides robust coverage for primary care, urgent care, specialty care, hospital visits and behavioral health services. Of the 249 Participants enrolled, 169 or 68%, were eligible and are or were on the Polk Healthcare Plan.

3. Describe the impact that your local matching funds has had on meeting and furthering the goals and objectives of your CJMHSA Reinvestment grant program (level of additional services and capacity served because of local matching funds).

- County cash match provides the funding for two additional Case Managers who provide wrap around services for program participants.
- The HATCH participants also benefit from the Helping HANDS Program's Community Paramedics and Peer Specialist which is funded by the half cent sales tax.
- Participants that are engaged in jail can be referred to or from the STARR program (Substance Treatment Advocacy Recovery Reentry). STARR is equivalent to intensive outpatient substance abuse treatment and is facilitated by Tri-County Human Services.
- Also under the Helping HANDS umbrella is the BJA funded Second Chance grant providing medication assisted treatment for inmates in the Polk County jail. The program offers vivitrol along with individual therapy and groups. This program is facilitated by Ibis, formally Cove Behavioral.

Section 7. Source Documentation

Attach an appendix of the source documentation, described in **Section C-2.6** and any other per C-2.8 of the Grant Agreement, documenting the tasks and associated activities performed during the report period. Label the source documentation to easily identify the related task and activity (For example, label the MOUs as "**C-2.6.1 for task C-1.1.1**.").

TASK #	SOURCE DOCUMENTATION REF #	DESCRIPTION	(Attached, Reported in Status Report, NA This Quarter, or Date Submitted)
C-1.1.1.	**C-2.6.1.1**	Legally Binding Agreements	**1.** 6/13/25
C-1.1.2.	**C-2.6.1.2**	Electronic Quarterly Data Report	**2.** 10/22/25
C-1.1.3.	**C-2.6.1.3**	Documentation of hire, training, and credentials of staff specified in Section C-2.1	**3.** 10/22/25
C-1.2	**C-2.6.2**	Council Meeting Minutes/Materials	**4.** 6/13/25
C-1.2	**C-2.6.3**	Survey & Training Materials	**5.** 6/13/25
E-1.1	**C-2.6.4**	Quarterly Performance Measure Report; Quarterly Data Report; Quarterly Status Report	**6.** 10/22/25

Brian Hass

STATE ATTORNEY OR DESIGNEE

Chief Michael Allen

CHIEF CORRECTIONAL OFFICER

Blair Allen

PUBLIC DEFENDER OR DESIGNEE

Judge Michelle Pincket

CIRCUIT COURT JUDGE

Judge Susan Barber

COUNTY COURT JUDGE

Hans Lehman, LPD

POLICE CHIEF OR DESIGNEE

Donna Evanecky

SHERIFF OR DESIGNEE

Sherrie Woody- Loud

STATE PROBATION CIRCUIT ADMINISTRATOR

Nick Sudzina

LOCAL COURT ADMINISTRATOR

Rick Wilson

BOARD OF COUNTY COMMISSIONS CHAIR

LaShanda Salters

COUNTY DIRECTOR OF PROBATION

Robert Rihn, CEO, Tri-County Human Services

DIRECTOR OF LOCAL SUBSTANCE ABUSE TREATMENT PROGRAM

Candace Barnes, COO, Peace River Center

DIRECTOR OF LOCAL COMMUNITY MENTAL HEALTH AGENCY

Mary Butler

REPRESENTATIVE OF THE SAMH PROGRAM OFFICE DCF

Andrea Anderson

PRIMARY SUBSTANCE ABUSE CONSUMER

Denise Harrison

PRIMARY MENTAL HEALTH CONSUMER

FAMILY MEMBER

Bridget Engleman, Executive Director, HCPC

HOMELESS / HOUSING REPRESENTATIVE

n/a

DIRECTOR OF DETENTION DJJ

n/a

CHIEF PROBATION OFFICER DJJ

CJMHSA Quarterly Performance Measure Excel Workbook

General note:

The next three tabs of this Excel Workbook were prepared to facilitate grantee's tracking and reporting quarterly performance measure data . The "% Achieved" and Resusts cells in columns F-G have formulas embedded that will automatically sum numbers for the total. Each section focuses on a different performance measure (e.g., recidivism, employment, housing). Within each section, the ***please enter*** the "target" for that performance measure in the appropriate space. The rows requesting to "The number of" requires imput of the raw numbers to calculate the "percentage achieved" for each target. Once entered formulas in columns F through G will automatically calculate the measure for you. **However, the formulas and cells are <u>not</u> locked and you can make adjustments if appropriate.** The last three performance measures are left blank for you to include the additional performance measures you proposed in your application; **however, not all formulas are included for those measures because the measures are individual by grantee. If you would like assistance setting up the forumlas for your individualized performance measures or other data elements, the CJMHSA TAC is available to assist.**

****The GRAY-shaded cells and the cell for the target for each measure are the only cells you need to enter numbers (unless you need to change the forumulas in cells in columns F or G).**

**** Please enter your Grant Agreement number in the tab title for each year i.e., LH46-Yr 1_17-18_Perf Meas. This will be copied into the footer of each page.**

**** Please enter the specific quarter being reported in row 3 when submitting each quarterly report i.e., Program Year 1 (Y1Q1).**

Space provided for notes:

There is space provided at the end of each performance measure section to include text notes regarding the data collection methodology, source of the data, and peculiarities or barriers that may arise during the reporting periods.

TAC Performance Measure Data:

The last three tabs of this workbook are not performance measure data. These data elements will assist the CJMHSA TAC prepare the the annual report for the Department of Children and Families. Not all of the data elements listed will be applicable to your reinvestment grant program (if your program is not supporting CIT or MHFA training -- those elements would not be applicable). If you would like to track additional measures or data elements, you can add them to the last three tabs (non-performance measure tabs).

Tabs for Program Years 2 and 3 (for non-performance measure data) include an extra column on the far right which automatically calculates "lifetime-to-date" numbers for those data elements.

**** It may be helpful to maintain a copy of this spreadsheet as a back-up in case formulas are accidentally altered, you can refer back to the original document. ****

•Stable Housing Environment.	•Employed	•Successful
Includes: Distinct count of persons where residential status includes any of the following:	**Includes: Distinct count of persons where employment status includes any of the following:**	?
o Independent Living-alone	o 10 - Active military, overseas	
o Independent Living-with Relatives	o 20 - Active military, USA	
o Independent Living-with Non-Relatives	o 30 - Full Time	
o Dependent Living-with Relatives	o 31 - Unpaid Family Workers (minimum of 15 hours worked for family business)	
o Dependent Living-with Non-Relatives	o 40 - Part Time	
o Assisted Living Facility (ALF)	o 50 - Leave of Absence	
o Foster Care/Home		
o Group Home		
o Nursing Home		
o Supported Housing		
o Limited Mental Health Assisted Living Facility (LM-ALF)		
Excludes: Persons that received assessment only services, and persons that are incarcerated or residing in any non-community based institutional settings	**Excludes: Persons that received assessment only services, and persons that are incarcerated or residing in any non-community based institutional settings:**	
o Homeless	o Unemployed (did not have a job, were available for work, & made efforts to find a job)	
o Correctional Facilities	o State Mental Health Treatment Facilities	
o Hospital		
o Adult Residential Treatment Facility		
o Children Residential Treatment Facility		
o DJJ Facility		
o State Mental Health Treatment Facilities		
o Crisis Residence		
o Not Available or Unknown		

Reinvestment Grant Performance Measure Report

Performance Measures	Q1 03/01–05/31/22	Q2 06/01–08/31/22	Q3 09/01–11/30/22	Q4 12/1/22 – 02/28/23	Total Target / % Achieved
E-1.1. Peformance Measure Target: Percent arrested while enrolled.					<=50%
					11%
The total number of Program participants arrested while enrolled in the Program *(during the quarter)*.	1	0	5	2	**8.00**
The total number of Program participants enrolled in the Program. (for the 1st time)	17	22	18	13	**70.00**
E-1.2. Performance Measure Target: Percent arrested 6 months following Program discharge.					<=50%
					0%
The total number of Program participants who successfully complete the Program who are arrested within six months of Program discharge	0	0	0	0	**0.00**
The total number of Program participants who successfully complete the Program	0	1	1	2	**4.00**
Program Mananger recieves the first appearance list from the Clerk of Courts daily. Program Mananger also reviews the daily arrests by date for the Polk County Jail.					
E-1.3. Performance Measure Target: Percent who do not reside in stable housing at admission who reside in stable housing within 90 days of admission					10%
					42%
The total number of Program participants who were not residing in stable housing at Program admission who reside in stable housing w/in 90 days of Program admission. (In Program at least 90 days or discharged.AW)	0	12	7	4	**23.00**
The the total number of Program participants not residing in a stable housing environment at Program admission.	16	19	14	6	**55.00**

Edits in Red By Contract Manager.AW

Reinvestment Grant Performance Measure Report

Performance Measures	Q1 03/01–05/31/22	Q2 06/01–08/31/22	Q3 09/01–11/30/22	Q4 12/1/22 – 02/28/23	Total Target / % Achieved
E-1.4. Performance Measure Target: Percent who reside in a stable housing environment 6 months following their Program discharge.					25% 25%
The total number of Program participants who successfully complete the Program and reside in a stable housing environment 6 months following Program discharge	0	0	0	1	1.00
The total number of Program participants who successfully complete the Program .	0	1	1	2	4.00
This measure is self-reported during the admission assessment. Information on housing status at admission is entered into FAMCare when the participant is enrolled in the HATCH program. Each quarter the housing status is updated in FAMCare to capture the Program participant's current housing status. Those participants that are staying in a Shelter and are in one of the Shelter programs are guaranteed beds nightly and are considered stable. Those that are on a first come first serve for a bed at the shelter are considered unstable as well as those participants that are staying with friends or family on a temporary basis. Those Participants that are homeless, for health and/or safety reasons are able to get into a hotel are considered unstable temporarily.					
E-1.5. Performance Measure Target: Percent not employed and eligible for employment at admission who are employed full or part time within 180 days of admission.					25% 26%
Total total number of Program participants who are eligible but not employed at Program admission who are employed full or part time within 6 months of Program admission. (In Program at least 180 days or discharged.AW)	0	2	3	0	**5.00**
Total the total number of Program participants who are eligible but not employed at Program admission.	5	2	6	6	**19.00**
E-1.6. Performance Measure Target: Percent who are eligible for employment and employed full or part-time 6 months following Program discharge.					25% **100%**
The total number of Program participants who successfully complete the Program are eligible for employment and are employed full or part time 6 months following Program discharge.	0	0	0	1	**1.00**
The total number of Program participants who are eligible but not employed at Program admission.	0	1	0	0	**1.00**
This measure is self-reported during the admission assessment. Information on employment status at enrollment as well if the Participant has a desire to work and if they are able to work is entered into FAMCare when the participant is enrolled in the HATCH program. Each quarter the employment status is updated in FAMCare to capture the Program Participant's current employment status if they had a desire to work at admission.					
E-1.7. Performance Measure Target: Percent assisted in applying for Social Security or other benefits for which they are eligible but not receiving at admission.					85% **100%**
The total number of Program participants assisted by the grantee in obtaining social security or other benefits for which they may be eligible but were not receiving at Program admission.	7	5	8	6	**26.00**
The total number of Program participants who were eligible but were not receiving all benefits at Program admission.	7	5	8	6	**26.00**
This measure is self-reported by the Participant at the admission assessment. The admission assessment is entered into FAMCare and the Case Manager determines if the participant is eligible at admission. If the Participant is deemed eligible, they are assisted by the Case Manager and the benefit is monitored until an outcome is determined.					

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Reinvestment Grant Performance Measure Report

Performance Measures	Q1 03/01–05/31/22	Q2 06/01–08/31/22	Q3 09/01–11/30/22	Q4 12/1/22 – 02/28/23	Total Target / % Achieved
E-1.8. Performance Measure Target: Percent diverted from commitment to a State Mental Health Treatment Facility.					10%
					#DIV/0!
Total number of Program participants enrolled in the Program.	0	0	0	0	**0.00**
Total number of all Program participants who were not committed to a State Mental Health Treatment Facility.	0	0	0	0	**0.00**
This measure is the referrals received by the Mobile Crisis Support Counselor and the Participant is enrolled in the program.					
E-1.9. Performance Measure Target: Percent engaged in behavioral health treatment.					50%
					81%
Total total number of Program participants engaged in behavioral health treatment.	14	16	17	10	**57.00**
Total number of Program participants.	17	22	18	13	**70.00**
This measure is self-reported at admission assesmsnet and discussed with the community behavioral health providers at the Helping HANDS/HATCH treatment team staffing. The information is recorded in FAMCare by the Case Manager and updated quarterly.					
E-1.10. Performance Measure Target: Percent at linked with a behavioral healthcare provider					85%
					99%
Total total number of Program participants linked with a behavioral healthcare provider	17	22	17	13	**69.00**
The total number of Program participants.	17	22	18	13	70.00
This measure is self-reported at admission assessment and discussed with the community behavioral health providers at the Helping HANDS/HATCH treatment team staffing. The information is recorded in FAMCare by the Case Manager .					

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Reinvestment Grant Performance Measure Report

Performance Measures	Q1	Q2	Q3	Q4	Target / %Achieved	
	03/01– 05/31/23	06/01– 08/31/23	09/01– 11/30/23	12/1/23 – 02/29/24	YTD	LTD
E-1.1. Peformance Measure Target: Percent arrested while enrolled.					<=50%	
					28%	20%
The total number of Program participants arrested while enrolled in the Program *(during the quarter)*.	6	3	6	5	20.00	28.00
The total number of Program participants enrolled in the Program. (for the 1st time)	14	17	15	25	71.00	141.00
E-1.2. Performance Measure Target: Percent arrested 6 months following Program discharge.					<=50%	
					6%	5%
The total number of Program participants who successfully complete the Program who are arrested within six months of Program discharge	0	0	1	1	2.00	2.00
The total number of Program participants who successfully complete the Program.	12	10	8	6	36.00	40.00
Program Mananger recieves the first appearance list from the Clerk of Courts daily. Program Mananger also reviews the daily arrests by date for the Polk County Jail.						
E-1.3. Performance Measure Target: Percent who do not reside in stable housing at admission who reside in stable housing within 90 days of admission					10%	
					24%	33%
The total number of Program participants who were not residing in stable housing at Program admission who reside in stable housing w/in 90 days of Program admission. (In Program at least 90 days or discharged.AW)	2	3	2	5	12.00	35.00
The the total number of Program participants not residing in a stable housing environment at Program admission.	11	9	12	18	50.00	105.00
E-1.4. Performance Measure Target: Percent who reside in a stable housing environment 6 months following their Program discharge.					25%	
					50%	48%
The total number of Program participants who successfully complete the Program and reside in a stable housing environment 6 months following Program discharge.	0	1	10	7	18.00	19.00
The total number of Program participants who successfully complete the Program .	12	10	8	6	36.00	40.00
This measure is self-reported during the admission assessment. Information on housing status at admission is entered into FAMCare when the participant is enrolled in the HATCH program. Each quarter the housing status is updated in FAMCare to capture the Program participant's current housing status. Those participants that are staying in a Shelter and are in one of the Shelter programs are guaranteed beds nightly and are considered stable. Those that are on a first come first serve for a bed at the shelter are considered unstable as well as those participants that are staying with friends or family on a temporary basis. Those Participants that are homeless, for health and/or safety reasons are able to get into a hotel are considered unstable temporarily. Those in residential treatment, New Beginnings men or women, RASUW and Agape, are considered unstable. Those residing in a sober living facility, The Rez, Oxford House or Step It Up Ministries, are considered stable.						

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Reinvestment Grant Performance Measure Report

Performance Measures	Q1 03/01– 05/31/23	Q2 06/01– 08/31/23	Q3 09/01– 11/30/23	Q4 12/1/23 – 02/29/24	Target / %Achieved YTD	LTD
E-1.5. Performance Measure Target: Percent not employed and eligible for employment at admission who are employed full or part time within 180 days of admission.					25%	
					63%	**47%**
Total total number of Program participants who are eligible but not employed at Program admission who are employed full or part time within 6 months of Program admission. (In Program at least 180 days or discharged.AW)	3	5	5	2	15.00	20.00
Total the total number of Program participants who are eligible but not employed at Program admission.	10	6	8	9	24.00	43.00
E-1.6. Performance Measure Target: Percent who are eligible for employment and employed full or part-time 6 months following Program discharge.					25%	
					100%	**100%**
The total number of Program participants who successfully complete the Program are eligible for employment and are employed full or part time 6 months following Program discharge.	1	0	3	1	5.00	6.00
The total number of Program participants who are eligible but not employed at Program admission.	1	0	3	1	5.00	6.00
This measure is self-reported during the admission assessment. Information on employment status at enrollment as well if the participant has a desire to work and if they are able to work is entered into FAMCare when the participant is enrolled in the HATCH program. Each quarter the employment status is updated in FAMCare to capture the Program participant's current employment status if they had a desire to work at admission.						
E-1.7. Performance Measure Target: Percent assisted in applying for Social Security or other benefits for which they are eligible but not receiving at admission.					85%	
					100%	**100%**
The total number of Program participants assisted by the grantee in obtaining social security or other benefits for which they may be eligible but were not receiving at Program admission.	6	4	8	3	21.00	47.00
The total number of Program participants who were eligible but were not receiving all benefits at Program admission.	6	4	8	3	21.00	47.00
This measure is self-reported by the Participant during the admission assesmsnet. FAMCare is updated to capture the number of Participants that were receiving or not receiving a benefit. Those Participants that are not receiving a benefit and are eligible, are assisted by the Case Manager and are referred to the appropriate source. The Case Manager will assist and monitor until an outcome is determined which is then entered into FAMCare.						

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Reinvestment Grant Performance Measure Report

Performance Measures	Q1 03/01– 05/31/23	Q2 06/01– 08/31/23	Q3 09/01– 11/30/23	Q4 12/1/23 – 02/29/24	Target / %Achieved YTD	Target / %Achieved LTD
E-1.8. Performance Measure Target: Percent diverted from commitment to a State Mental Health Treatment Facility.					10%	
					100%	100%
Total number of Program participants enrolled in the Program.	1	4	0	1	6.00	6.00
Total number of all Program participants who were not committed to a State Mental Health Treatment Facility.	1	4	0	1	6.00	6.00
This measure is the referrals received by the Mobile Crisis Support Counselor and the Participant is enrolled in the program. Those Participants not committed to a State Mental Health Treatment Facility or the Short Term Residential Treatment Facility (SRT) are counted in this number.						
E-1.9. Performance Measure Target: Percent engaged in behavioral health treatment.					50%	
					83%	82%
Total total number of Program participants engaged in behavioral health treatment.	11	15	12	21	59.00	116.00
Total number of Program participants.	14	17	15	25	71.00	141.00
This measure is self-reported at admission assesmsnet and discussed with the community behavioral health providers at the Helping HANDS/HATCH treatment team staffing. The information is recorded in FAMCare by the Case Manager.						
E-1.10. Performance Measure Target: Percent at linked with a behavioral healthcare provider					85%	
					97%	98%
Total total number of Program participants linked with a behavioral healthcare provider	14	15	15	25	69.00	138.00
The total number of Program participants.	14	17	15	25	71.00	141.00
This measure is self-reported at admission assessment and discussed with the community behavioral health providers at the Helping HANDS/HATCH treatment team staffing. The information is recorded in FAMCare by the Case Manager.						

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Reinvestment Grant Performance Measure Report

Performance Measures	Q1 03/01– 05/31/24	Q2 06/01– 08/31/24	Q3 09/01– 11/30/24	Q4 12/1/24 – 02/28/25	Target / %Achieved YTD	Target / %Achieved LTD
E-1.1. Peformance Measure Target: Percent arrested while enrolled.					**<=50%**	
					37%	**25%**
The total number of Program participants arrested while enrolled in the Program *(during the quarter)*.	9	8	3	5	25.00	53.00
The total number of Program participants enrolled in the Program. (for the 1st time)	19	18	14	17	68.00	209.00
E-1.2. Performance Measure Target: Percent arrested 6 months following Program discharge.					**<=50%**	
					13%	**9%**
The total number of Program participants who successfully complete the Program who are arrested within six months of Program discharge	2	1	2	0	5.00	7.00
The total number of Program participants who successfully complete the Program.	11	7	13	7	38.00	78.00
Program Mananger recieves the first appearance list from the Clerk of Courts daily. Program Mananger also reviews the daily arrests by date for the Polk County Jail.						
E-1.3. Performance Measure Target: Percent who do not reside in stable housing at admission who reside in stable housing within 90 days of admission					**10%**	
					33%	**33%**
The total number of Program participants who were not residing in stable housing at Program admission who reside in stable housing w/in 90 days of Program admission. (In Program at least 90 days or discharged.AW)	6	6	5	2	19.00	54.00
The the total number of Program participants not residing in a stable housing environment at Program admission.	18	15	12	13	58.00	163.00
E-1.4. Performance Measure Target: Percent who reside in a stable housing environment 6 months following their Program discharge.					**25%**	
					47%	**47%**
The total number of Program participants who successfully complete the Program and reside in a stable housing environment 6 months following Program discharge.	5	3	6	4	18.00	37.00
The total number of Program participants who successfully complete the Program .	11	7	13	7	38.00	78.00

This measure is self-reported during the admission assessment. Information on housing status at admission is entered into FAMCare when the participant is enrolled in the HATCH program. Each quarter the housing status is updated in FAMCare to capture the Program participant's current housing status. Those participants that are staying in a Shelter and are in one of the Shelter programs are guaranteed beds nightly and are considered stable. Those that are on a first come first serve for a bed at the shelter are considered unstable as well as those participants that are staying with friends or family on a temporary basis. Those Participants that are homeless, for health and/or safety reasons are able to get into a hotel are considered unstable temporarily. Those in residential treatment, New Beginnings men or women, RASUW and Agape, are considered unstable. Those residing in a sober living facility, The Rez, Oxford House or Step It Up Ministries, are considered stable.

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Reinvestment Grant Performance Measure Report

Performance Measures	Q1 03/01– 05/31/24	Q2 06/01– 08/31/24	Q3 09/01– 11/30/24	Q4 12/1/24 – 02/28/25	Target / %Achieved YTD	Target / %Achieved LTD
E-1.5. Performance Measure Target: Percent not employed and eligible for employment at admission who are employed full or part time within 180 days of admission.					25%	
					47%	47%
Total total number of Program participants who are eligible but not employed at Program admission who are employed full or part time within 6 months of Program admission. (In Program at least 180 days or discharged.AW)	6	3	8	9	26.00	46.00
Total the total number of Program participants who are eligible but not employed at Program admission.	15	13	13	14	55.00	98.00
E-1.6. Performance Measure Target: Percent who are eligible for employment and employed full or part-time 6 months following Program discharge.					25%	
					50%	64%
The total number of Program participants who successfully complete the Program are eligible for employment and are employed full or part time 6 months following Program discharge.	1	1	4	2	8.00	14.00
The total number of Program participants who are eligible but not employed at Program admission.	3	2	7	4	16.00	22.00
This measure is self-reported during the admission assessment. Information on employment status at enrollment as well if the participant has a desire to work and if they are able to work is entered into FAMCare when the participant is enrolled in the HATCH program. Each quarter the employment status is updated in FAMCare to capture the Program participant's current employment status if they had a desire to work at admission.						
E-1.7. Performance Measure Target: Percent assisted in applying for Social Security or other benefits for which they are eligible but not receiving at admission.					85%	
					100%	100%
The total number of Program participants assisted by the grantee in obtaining social security or other benefits for which they may be eligible but were not receiving at Program admission.	13	13	8	11	45.00	92.00
The total number of Program participants who were eligible but were not receiving all benefits at Program admission.	13	13	8	11	45.00	92.00
This measure is self-reported by the Participant during the admission assesmsnet. FAMCare is updated to capture the number of Participants that were receiving or not receiving a benefit. Those Participants that are not receiving a benefit and are eligible, are assisted by the Case Manager and are referred to the appropriate source. The Case Manager will assist and monitor until an outcome is determined which is then entered into FAMCare.						

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Reinvestment Grant Performance Measure Report

Performance Measures	Q1 03/01– 05/31/24	Q2 06/01– 08/31/24	Q3 09/01– 11/30/24	Q4 12/1/24 – 02/28/25	Target / %Achieved YTD	Target / %Achieved LTD
E-1.8. Performance Measure Target: Percent diverted from commitment to a State Mental Health Treatment Facility.					10%	
					#DIV/0!	#DIV/0!
Total number of Program participants enrolled in the Program.	0	0	0	0	0.00	0.00
Total number of all Program participants who were not committed to a State Mental Health Treatment Facility.	0	0	0	0	0.00	0.00
This measure is the referrals received by the Mobile Crisis Support Counselor and the Participant is enrolled in the program. Those Participants not committed to a State Mental Health Treatment Facility or the Short Term Residential Treatment Facility (SRT) are counted in this number.						
E-1.9. Performance Measure Target: Percent engaged in behavioral health treatment.					50%	
					88%	84%
Total total number of Program participants engaged in behavioral health treatment.	13	17	15	15	60.00	176.00
Total number of Program participants.	19	18	14	17	68.00	209.00
This measure is self-reported at admission assesmsnet and discussed with the community behavioral health providers at the Helping HANDS/HATCH treatment team staffing. The information is recorded in FAMCare by the Case Manager.						
E-1.10. Performance Measure Target: Percent at linked with a behavioral healthcare provider					85%	
					100%	99%
Total total number of Program participants linked with a behavioral healthcare provider	19	18	14	17	68.00	206.00
The total number of Program participants.	19	18	14	17	68.00	209.00
This measure is self-reported at admission assessment and discussed with the community behavioral health providers at the Helping HANDS/HATCH treatment team staffing. The information is recorded in FAMCare by the Case Manager .						

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Reinvestment Grant Performance Measure Report

Performance Measures	Q1	Q2	Q3	Q4	Target / %Achieved YTD	Target / %Achieved LTD
E-1.1. Peformance Measure Target: Percent arrested while enrolled.					<=50%	
					25%	25%
The total number of Program participants arrested while enrolled in the Program *(during the quarter)*.	6	4			10.00	63.00
The total number of Program participants enrolled in the Program. (for the 1st time)	19	21			40.00	249.00
E-1.2. Performance Measure Target: Percent arrested 6 months following Program discharge.					<=50%	
					9%	9%
The total number of Program participants who successfully complete the Program who are arrested within six months of Program discharge	1	1			2.00	9.00
The total number of Program participants who successfully complete the Program.	10	12			22.00	100.00
Program Mananger recieves the first appearance list from the Clerk of Courts daily. Program Mananger also reviews the daily arrests by date for the Polk County Jail.						
E-1.3. Performance Measure Target: Percent who do not reside in stable housing at admission who reside in stable housing within 90 days of admission					10%	
					41%	34%
The total number of Program participants who were not residing in stable housing at Program admission who reside in stable housing w/in 90 days of Program admission. (In Program at least 90 days or discharged.AW)	1	12			13.00	67.00
The the total number of Program participants not residing in a stable housing environment at Program admission.	16	16			32.00	195.00
E-1.4. Performance Measure Target: Percent who reside in a stable housing environment 6 months following their Program discharge.					25%	
					64%	51%
The total number of Program participants who successfully complete the Program and reside in a stable housing environment 6 months following Program discharge.	10	4			14.00	51.00
The total number of Program participants who successfully complete the Program .	10	12			22.00	100.00
This measure is self-reported during the admission assessment. Information on housing status at admission is entered into FAMCare when the participant is enrolled in the HATCH program. Each quarter the housing status is updated in FAMCare to capture the Program participant's current housing status. Those participants that are staying in a Shelter and are in one of the Shelter programs are guaranteed beds nightly and are considered stable. Those that are on a first come first serve for a bed at the shelter are considered unstable as well as those participants that are staying with friends or family on a temporary basis. Those Participants that are homeless, for health and/or safety reasons are able to get into a hotel are considered unstable temporarily. Those in residential treatment, New Beginnings men or women, RASUW and Agape, are considered unstable. Those residing in a sober living facility, The Rez, Oxford House or Step It Up Ministries, are considered stable.						
E-1.5. Performance Measure Target: Percent not employed and eligible for employment at admission who are employed full or part time within 180 days of admission.					25%	
					100%	57%
Total total number of Program participants who are eligible but not employed at Program admission who are employed full or part time within 6 months of Program admission. (In Program at least 180 days or discharged.AW)	5	17			22.00	68.00
Total the total number of Program participants who are eligible but not employed at Program admission.	12	10			22.00	120.00
E-1.6. Performance Measure Target: Percent who are eligible for employment and employed full or part-time 6 months following Program discharge.					25%	
					20%	56%

The total number of Program participants who successfully complete the Program are eligible for employment and are employed full or part time 6 months following Program discharge.	0	1			1.00	15.00
The total number of Program participants who are eligible but not employed at Program admission.	3	2			5.00	27.00
This measure is self-reported during the admission assessment. Information on employment status at enrollment as well if the participant has a desire to work and if they are able to work is entered into FAMCare when the participant is enrolled in the HATCH program. Each quarter the employment status is updated in FAMCare to capture the Program participant's current employment status if they had a desire to work at admission.						
E-1.7. Performance Measure Target: Percent assisted in applying for Social Security or other benefits for which they are eligible but not receiving at admission.					85%	
					100%	**100%**
The total number of Program participants assisted by the grantee in obtaining social security or other benefits for which they may be eligible but were not receiving at Program admission.	5	7			12.00	104.00
The total number of Program participants who were eligible but were not receiving all benefits at Program admission.	5	7			12.00	104.00
This measure is self-reported by the Participant during the admission assesmsnet. FAMCare is updated to capture the number of Participants that were receiving or not receiving a benefit. Those Participants that are not receiving a benefit and are eligible, are assisted by the Case Manager and are referred to the appropriate source. The Case Manager will assist and monitor until an outcome is determined which is then entered into FAMCare.						
E-1.8. Performance Measure Target: Percent diverted from commitment to a State Mental Health Treatment Facility.					10%	
					#DIV/0!	**#DIV/0!**
Total number of Program participants enrolled in the Program.	0	0			0.00	0.00
Total number of all Program participants who were not committed to a State Mental Health Treatment Facility.	0	0			0.00	0.00
This measure is the referrals received by the Mobile Crisis Support Counselor and the Participant is enrolled in the program. Those Participants not committed to a State Mental Health Treatment Facility or the Short Term Residential Treatment Facility (SRT) are counted in this number.						
E-1.9. Performance Measure Target: Percent engaged in behavioral health treatment.					50%	
					83%	**84%**
Total total number of Program participants engaged in behavioral health treatment.	14	19			33.00	209.00
Total number of Program participants.	19	21			40.00	249.00
This measure is self-reported at admission assesmsnet and discussed with the community behavioral health providers at the Helping HANDS/HATCH treatment team staffing. The information is recorded in FAMCare by the Case Manager.						
E-1.10. Performance Measure Target: Percent at linked with a behavioral healthcare provider					85%	
					100%	**99%**
Total total number of Program participants linked with a behavioral healthcare provider	19	21			40.00	246.00
The total number of Program participants.	19	21			40.00	249.00
This measure is self-reported at admission assessment and discussed with the community behavioral health providers at the Helping HANDS/HATCH treatment team staffing. The information is recorded in FAMCare by the Case Manager.						

TAC - Reinvestment Grant Performance Measure Report

Other Data Elements	**Enter numbers in the gray-shaded cells only **				Performance Results										
					YTD							LTD			
Enrollment, Receiving Services, Screening/Assessment, Discharge	Q1 03/01--05/31/22	Q2 06/01--08/31/22	Q3 09/01--11/30/22	Q4 12/1/22 -- 02/28/23	Total Achieved	% Achieved	TARGET	Q1 - 20%	Q2 - 40%	Q3 - 60%	Q4 - 80%	Total Achieved	% Achieved	TARGET	1 Yr Min 80%
Number of individuals **screened/assessed** during this **quarter** (enter number)	76	63	60	69	268							268			
Number of individuals who were **admitted to** the program during this **quarter** (enter number)	17	22	18	13	70	100%	70	14	28	42	56	70	100%	70	56
Number of active program participants **being served this quarter** (enter number)	17	39	55	60	171							171			
Number of program participants successfully **discharged** from the program **this quarter** (enter number)	0	1	1	2	4							4	22%		
Crisis Intervention Team (CIT) Training (applicable if your grant program is offering CIT)															
Number of individuals who received/completed **CIT** training during this quarter (enter number)					0							0			
Mental Health First Aid (MHFA) Training (applicable if your grant program is offering MHFA)															
Number of individuals who received **MHFA** training during this quarter (enter number)					0							0			
Recidivism: Individuals Arrested (if data is easily attainable)															
Number of participants in the program who had at least one **arrest during this quarter** (enter number)	1	0	5	2	8							8			
Number of participants who were discharged within the last 12 months (12 months or less) **(enter number)**	0	4	6	8	18							18			
Number of participants who have been discharged **and** who were arrested within 12 months post-discharge (12 months or less) (enter number)	0	0	0	2	2							2			
Notes regarding the data elements completed above:															
"How Being Trauma Informed Improves Criminal Justice System Reponses"															
Number of individuals received this training	0	0	0	0	0							0			
Notes regarding the data elements completed above:															

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TAC - Reinvestment Grant Performance Measure Report

Other Data Elements	**Enter numbers in the gray-shaded cells only **				Performance Results										
					YTD							LTD			
Enrollment, Receiving Services, Screening/Assessment, Discharge	Q1 03/01– 05/31/23	Q2 06/01– 08/31/23	Q3 09/01– 11/30/23	Q4 12/1/23 – 02/28/24	Total Achieved	% Achieved	TARGET	Q1 - 20%	Q2 - 40%	Q3 - 60%	Q4 - 80%	Total Achieved	% Achieved	TARGET	2 Yr Min 80%
Number of individuals **screened/assessed** during this **quarter** (enter number)	77	66	67	74	284							552			
Number of individuals who were **admitted to** the program during this **quarter** (enter number)	14	17	15	25	71	101%	70	14	28	42	56	141	101%	140	112
Number of active program participants **being served this quarter** (enter number)	66	63	65	77	271							442			
Number of program participants successfully **discharged** from the program **this quarter** (enter number)	12	10	8	6	36							40	53%		
Crisis Intervention Team (CIT) Training (applicable if your grant program is offering CIT)															
Number of individuals who received/completed CIT training during this quarter (enter number)					0							0			
Mental Health First Aid (MHFA) Training (applicable if your grant program is offering MHFA)															
Number of individuals who received MHFA training during this quarter (enter number)	6	0	2	0	8							8			
Recidivism: Individuals Arrested (if data is easily attainable)															
Number of participants in the program who had at least one **arrest during this quarter** (enter number)	6	3	6	5	20							28			
Number of participants who were discharged within the last 12 months (12 months or less) **(enter number)**	20	13	13	12	58							76			
Number of participants who have been discharged **and** who were arrested within 12 months post-discharge (12 months or less) (enter number)	1	4	2	3	10							12			
Notes regarding the data elements completed above:															
"How Being Trauma Informed Improves Criminal Justice System Reponses"															
Number of individuals received this training				11	11							0			
Notes regarding the data elements completed above:															

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TAC - Reinvestment Grant Performance Measure Report

Other Data Elements	**Enter numbers in the gray-shaded cells only **				Performance Results										
					YTD Minimum							LTD			
Enrollment, Receiving Services, Screening/Assessment, Discharge	Q1	Q2	Q3	Q4	Total Achieved	% Achieved	TARGET	Q1 - 20%	Q2 - 40%	Q3 - 60%	Q4 - 80%	Total Achieved	% Achieved	TARGET	3 Yr Min 80%
	03/01– 05/31/24	06/01– 08/31/24	09/01– 11/30/24	12/1/22 – 02/28/25											
Number of individuals **screened/assessed** during this **quarter** (enter number)	77	74	65	71	287							839	36		
Number of individuals who were **admitted to** the program during this **quarter** (enter number)	19	18	14	17	68	97%	70	14	28	42	56	209	100%	210	168
Number of active program participants **being served this quarter** (enter number)	84	81	76	64	305							747			
Number of program participants successfully **discharged** from the program **this quarter** (enter number)	11	7	13	7	38							78			
Crisis Intervention Team (CIT) Training (applicable if your grant program is offering CIT)															
Number of individuals who received/completed **CIT** training during this quarter (enter number)	0	0	0	0	0							0			
Mental Health First Aid (MHFA) Training (applicable if your grant program is offering MHFA)															
Number of individuals who received **MHFA** training during this quarter (enter number)	0	0	0	0	0							8			
Recidivism: Individuals Arrested (if data is easily attainable)															
Number of participants in the program who had at least one **arrest during this quarter** (enter number)	9	8	3	5	25							53			
Number of participants who were discharged within the last 12 months (12 months or less) **(enter number)**	21	19	29	14	83							159			
Number of participants who have been discharged **and** who were arrested within 12 months post-discharge (12 months or less) (enter number)	5	6	7	4	22							34			
Notes regarding the data elements completed above:															
"How Being Trauma Informed Improves Criminal Justice System Reponses"															
Number of individuals received this training	0	0	0	0	0							11			
Notes regarding the data elements completed above: Scheduled with USF TAC for April 3rd, 2025.															

Edits in Red By Contract Manager.AW

TAC - Reinvestment Grant Performance Measure Report

Other Data Elements	**Enter numbers in the gray-shaded cells only **				Performance Results										
					YTD Minimum							LTD			
Enrollment, Receiving Services, Screening/Assessment, Discharge	Q1	Q2	Q3	Q4	Total Achieved	% Achieved	TARGET	Q1 - 20%	Q2 - 40%	Q3 - 60%	Q4 - 80%	Total Achieved	% Achieved	TARGET	3 Yr Min 80%
Number of individuals **screened/assessed** during this **quarter** (enter number)	79	71			150							989	36		
Number of individuals who were **admitted to** the program during this **quarter** (enter number)	19	21			40	#DIV/0!		0	0	0	0	249	#DIV/0!		0
Number of active program participants **being served this quarter** (enter number)	69	68			137							884			
Number of program participants successfully **discharged** from the program **this quarter** (enter number)	10	12			22							100			
Crisis Intervention Team (CIT) Training (applicable if your grant program is offering CIT)															
Number of individuals who received/completed **CIT** training during this quarter (enter number)	0	0			0							0			
Mental Health First Aid (MHFA) Training (applicable if your grant program is offering MHFA)															
Number of individuals who received **MHFA** training during this quarter (enter number)	0	4			4							12			
Recidivism: Individuals Arrested (if data is easily attainable)															
Number of participants in the program who had at least one **arrest during this quarter** (enter number)	6	4			10							63			
Number of participants who were discharged within the last 12 months (12 months or less) **(enter number)**	22	18			40							199			
Number of participants who have been discharged **and** who were arrested within 12 months post-discharge (12 months or less) (enter number)	7	5			12							46			
Notes regarding the data elements completed above:															
"How Being Trauma Informed Improves Criminal Justice System Reponses"															
Number of individuals received this training	20	0			20							31			
Notes regarding the data elements completed above: Scheduled with USF TAC for April 3rd, 2025.															

Contract No.	**LH833**	**Client Services** ☒	**Non-Client** ☐
CFDA No(s).	**93.958**	**Subrecipient** ☒	**Vendor** ☐
CSFA No(s).	**60.115**	**Federal Funds** ☒	**State Funds** ☒

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **Polk County, a political subdivision of the State of Florida**, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of **expanding a Criminal Justice Mental Health and Substance Abuse Reinvestment Grant Program, pursuant to s. 394.656, F.S, by adding mobile care counseling services and additional access points for service delivery**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed **$1,200,000.00**.

1.2 Official Payee and Party Representatives

1.2.1 The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: **Judy Tewksbury**
Address: **1290 Golfview Avenue,**
City: **Bartow** State:**FL** Zip Code:**33830**
Phone: **863-534-5569** Ext: _____ E-mail: **JudyTewdsbury@polk-county.net**

1.2.2 The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: **Judy Tewksbury**
Address: **1290 Golfview Avenue**
City: **Bartow** State:**FL** Zip Code:**33830**
Phone: **863-534-5569** Ext: _____ E-mail: **JudyTewksbury@polk-county.net**

1.2.3 The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: **MaryBeth Moore**
Address: **2135 Marshall Edwards Dr.**
City: **Bartow** State:**FL** Zip Code:**33830**
Phone: **863-519-2041** Ext: _____ E-mail: **marybethmoore@polk-county.net**

1.2.4 The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: **Adrian Williams**
Address: **2415 North Monroe Street**
City: **Tallahassee** State:**FL** Zip Code:**32303-4190**
Phone: **850-717-4459** Ext: _____ E-mail: **adrain.williams1@myflfamilies.com**

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3 Effective and Ending Dates

This Contract shall be effective **March 1, 2022** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **March 1, 2022** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **February 28, 2025**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4 Contract Document

This Contract is composed of the documents referenced in this section.

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1.4.1 The definitions found in the Standard Contract Definitions, located at: http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

1.4.4.1 Exhibits A through F1;

1.4.4.2 Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.4.4.3 This Standard Contract;

1.4.4.4 Any documents incorporated into this Contract by reference;

1.4.4.5 Attachments 1 through 3.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work

The Scope of Work is described in Exhibit B.

2.2 Task List

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3 Deliverables

The Deliverables are described in Exhibit D.

2.4 Performance Measures

2.4.1 The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-4.

2.4.2 To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an

annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2 Method of Payment

The Provider shall be paid in accordance with Exhibit F.

3.3 Invoices

3.3.1 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.3.2 The final invoice for payment shall be submitted to the Department no more than **60** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4 Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

3.5 Overpayments and Offsets

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

3.6 MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

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4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 State Policies

The Provider shall comply with the polices set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3 Independent Contractor, Subcontracting and Assignments

4.3.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.3.2 The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.3.3 The Provider may subcontract under this Contract

4.3.3.1 The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

4.3.3.2 The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.3.3.3 The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3.4 To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4 Provider Indemnity

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

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4.4.1 If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

4.4.2 Further, the Provider shall indemnify the Department for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure; or arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

4.4.3 The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.5 Insurance

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.6 Notice of Legal Actions

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.7 Intellectual Property

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.7.1 If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.7.2 All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

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4.8 Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

4.9 Real Property

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, if the Provider disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.10 Publicity

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.11 Sponsorship

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.12 Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.13 Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

4.13.1 A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

4.13.2 Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

4.13.3 Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Department of Children and Families, Office of Inspector General, The Center, 2415 Monroe Street, Suite 400 - I, Tallahassee, Florida, 32303; or via fax at (850) 488-1428.

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4.14 Employment Screening

4.14.1 The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.1.1 Employment history checks;

4.14.1.2 Fingerprinting for all criminal record checks;

4.14.1.3 Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.14.1.4 Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.14.1.5 Security background investigation, which may include local criminal record checks through local law enforcement agencies.

4.14.1.6 Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.14.2 The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

4.14.3 The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

4.15 Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16 Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

4.16.1 Name of each contracting State agency and the applicable office or program issuing the contract.

4.16.2 Identifying name and number of the contract.

4.16.3 Starting and ending date of each contract.

4.16.4 Amount of each contract.

4.16.5 A brief description of the purpose of the contract and the types of services provided under each contract.

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4.16.6 Name and contact information of each Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.4 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

5.1.5 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

5.1.6 No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

5.3 Provider's Confidential and Exempt Information

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.3.2.1 Provider must clearly label as trade secret, any portion of the documents, data, or records submitted that it considers to be trade secret, as defined in Section 812.081(1)(c), F.S., and exempt from public inspection or disclosure pursuant to Florida's Public Records Law. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

5.3.2.2 The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

5.3.3 The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4 Health Insurance Portability and Accountability Act

☐ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☒ In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

5.5.1 An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2 The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

5.5.3 All who request or have access, through the Provider's access, to Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

5.5.4 The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.5.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.5.6 The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also. at its own cost. implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.6 Public Records

5.6.1 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section

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287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

5.6.2 As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

5.6.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

5.6.2.2 Upon request from the Department's custodian of public records, provide to the Department a copy of 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, F.S., or as otherwise provided by law.

5.6.2.3 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 contract term and following completion of the contract if the Provider does not transfer the records to the Department.

5.6.2.4 Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, THE CENTRE SUITE 400, 2415 MONROE STREET, TALLAHASSEE, FL 32303.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Financial Penalties for Failure to Take Corrective Action

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1 Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

6.1.2.3 Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

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6.1.3 The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2 Termination

6.2.1 In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

6.2.3 In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

6.2.4 In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.5 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

6.2.5.1 Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2 Had a contract terminated by the Department for cause.

6.2.6 In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.2.7 If this Contract is for an amount of $1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

6.3 Dispute Resolution

6.3.1 Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2 After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3 After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

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6.3.4 Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5 This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6 All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

7. OTHER TERMS

7.1 Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3 Severability of Terms

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4 Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

7.5 Modifications

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6 Anticompetitive Agreements

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.7 Communications

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

7.8 Accreditation

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

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7.9 Transitioning Young Adults

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.10 DEO and Workforce Florida

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.11 Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12 Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

7.13 Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1 The Provider shall comply with the provisions In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

7.13.2 The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.13.3 If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14 Use of Funds for Lobbying Prohibited

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

7.15 Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the

threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.16 Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

7.17 PRIDE

Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

7.18 Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Contract.

8.1 Federal Law

8.1.1 The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

8.1.2 If this Contract contains $10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

8.1.3 If this Contract contains over $150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4 No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of $100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment **3**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

8.1.5 If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.6 If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 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 in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "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.

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8.1.7 If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2 Executive Compensation Reporting

Annually on or before May 1 Provider will complete and return the Executive Compensation Annual Report found here.

8.3 Federal Whistleblower Requirements

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: http://www.whistleblowers.gov.

9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

9.1 Client Risk Prevention

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2 Emergency Preparedness Plan

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

9.3 Support to the Deaf or Hard-of-Hearing

9.3.1 The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2 If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

9.3.3 The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

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9.3.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

9.3.5 The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters.

9.3.6 The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

9.3.7 If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

9.3.8 The Department requires each contract/subcontract provider agency's direct service employees to complete training on serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

9.4 Confidential Client and Other Information

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

9.4.1 State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

9.4.2 Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

9.4.3 A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

9.5 Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this **43** page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: POLK COUNTY BOCC		**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:	Martha Santiago	**Signature:**	Shevaun L. Harris
Print/Type Name:	Martha Santiago	**Print/Type Name:**	Shevaun L. Harris
Title:	Chair	**Title:**	Secretary
Date:	3/1/2022	**Date:**	3/3/2022 | 10:48 AM EST

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The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): **59-6000809**

Provider Fiscal Year Ending Date: **09/30.**

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Integrated Standard Contract, as provided herein:

A-1 ENGAGEMENT, TERM AND CONTRACT DOCUMENT

Program Specific Terms

In **Section 1.4.1,** the address for contract terms is replaced by the following 2019 definitions: https://myflfamilies.com/admin/contracts/docs/GlossaryofContractTerms.pdf; and in addition to the provisions of **Section 1.4**, the following definitions also apply to this Grant Agreement.

A-1.1 Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program, hereinafter referred to as "Program"

The program created in s. 394.656, F.S., which provides funding to counties which they may use to plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering, the criminal or juvenile justice systems.

A-1.2 Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center, hereinafter referred to as "TAC"

The center created in s. 394.659, F.S., which provides information and technical support to counties and agencies in implementing the Reinvestment Grant Program.

A-1.3. Managing Entity (ME)

As defined in s. 394.9082(2)(e), F.S.

A-2 STATEMENT OF WORK

There are no additional provisions to this section of the Standard Contract.

A-3 PAYMENT, INVOICE AND RELATED TERMS

In addition to the provisions of **Section 3.5**, the Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Grant Agreement.

A-4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1 Coordination of Contracted Services

In addition to the terms of **Section 4.16**, the Grantee shall coordinate services provided under this Grant Agreement with the Managing Entity responsible for the coordinated system of care in the Service Location covered by this Grant Agreement.

A-4.1.1 The Grantee shall submit a copy of this Grant Agreement and any amendments or renewals to the Managing Entity within 30 days of execution.

A-4.1.2 The Grantee shall provide contact information to the Managing Entity for a designated service coordinator.

A-4.1.3 The Grantee shall participate in coordinated system of care activities sponsored by the Managing Entity to support systemic referral coordination, needs assessment, planning, development, data collection, resource sharing and related activities of the Managing Entity.

A-4.2 Exhibit A1 contains additional state and federal laws, rules, and regulations applicable to performance under this Grant Agreement.

A-5 RECORDS, AUDITS AND DATA SECURITY

There are no additional provisions to this section of the Standard Contract.

A-6 PENALTIES, TERMINATION AND DISPUTE RESOLUTION

There are no additional provisions to this section of the Standard Contract.

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A-7 OTHER TERMS

A-7.1 Financial Assistance

As a recipient of state financial assistance, the Grantee shall comply with **s. 215.97, F.S**. Expenditures of state financial assistance shall comply with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. The Grant Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Grant Agreement. Any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

A-7.2 Property

A-7.2.1 The word "property" as used in this section means equipment, fixtures, and other property of a non-consumable and non-expendable nature, the original acquisition cost or estimated fair market value of which is $5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books that are circulated to students or the general public, the original acquisition cost or estimated fair market value of which is $25 or more, hardback-covered bound books, the cost or value of which is $250 or more, and all computers. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of $25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.

A-7.2.2 If any property is purchased by the Grantee with funds provided by this Grant Agreement, the Grantee shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Grantee shall submit a complete inventory of all such property to the Department whether new purchases have been made or not.

A-7.2.3 The inventory shall include, at a minimum, the identification number; year and/or model,: a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

A-7.2.4 The Grant Manager must provide disposition instructions to the Grantee prior to the end of the Grant Agreement period. The Grantee cannot dispose of any property that reverts to the Department without the Grant Manager's approval. The Grantee shall furnish a closeout inventory no later than 30 days before the completion or termination of this Grant Agreement. The closeout inventory shall include all nonexpendable property including all computers purchased by the Grantee. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.

A-7.2.5 The Grantee hereby agrees that all inventories required by this Grant Agreement shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Grantee and the Department and shall be used in place of the original acquisition cost.

A-7.2.6 Title (ownership) to and possession of all property purchased by the Grantee pursuant to this Grant Agreement shall be vested in the Department upon completion or termination of this Grant Agreement. During the term of this Grant Agreement, the Grantee is responsible for insuring all property purchased by or transferred to the Grantee is in good working order. The Grantee hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Grantee shall be responsible for repaying to the Department the replacement cost of any property

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inventoried and not transferred to the Department upon completion or termination of this Grant Agreement. When property transfers from the Grantee to the Department, the Grantee shall be responsible for paying for the title transfer.

A-7.2.7 If the Grantee replaces or disposes of property purchased by the Grantee pursuant to this Grant Agreement, the Grantee is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Grantee's annual inventory.

A-7.2.8 The Grantee hereby agrees to indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Grantee pursuant to this Grant Agreement.

A-7.2.9 A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

A-8 FEDERAL FUNDS APPLICABILITY

There are no additional provisions to this section of the Standard Contract.

A-9 CLIENT SERVICES APPLICABILITY

There are no additional provisions to this section of the Standard Contract.

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EXHIBIT A1 – SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS

The provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

A1-1 FEDERAL AUTHORITY

A1-1.1 Block Grants Regarding Mental Health and Substance Abuse

A1-1.1.1 Block Grants for Community Mental Health Services

42 U.S.C. ss. 300x, et seq.

A1-1.1.2 Block Grants for Prevention and Treatment of Substance Abuse

42 U.S.C. ss. 300x-21 et seq.

45 CFR Part 96, Subpart L

A1-1.2 Department of Health And Human Services, General Administration, Block Grants

45 CFR Part. 96

A1-1.3 Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant

42 CFR Part 54

A1-1.4 Confidentiality Of Substance Use Disorder Patient Records

42 CFR Part 2

A1-1.5 Security and Privacy

45 CFR Part 164

A1-1.6 Supplemental Security Income for the Aged, Blind and Disabled

20 CFR Part 416

A1-1.7 Temporary Assistance to Needy Families (TANF)

42 U.S.C. ss. 601 - 619

45 CFR, Part 260

A1-1.8 Projects for Assistance in Transition from Homelessness (PATH)

42 U.S.C. ss. 290cc-21 – 290cc-35

A1-1.9 Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)

42 U.S.C. ss. 12101 - 12213

A1-1.10 Prevention of Trafficking (Trafficking Victims Protection Act of 2000)

22 U.S.C. s. 7104

2 CFR Part 175

A1-1.11 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

2 CFR Part 182

2 CFR Part 382

A1-2 FLORIDA STATUTES

A1-2.1 Child Welfare and Community Based Care

Ch. 39, F.S. Proceedings Relating to Children

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	Ch. 402, F.S.	Health and Human Services: Miscellaneous Provisions

A1-2.2 Substance Abuse and Mental Health Services

Ch. 381, F.S.	Public Health: General Provisions
Ch. 386, F.S.	Particular Conditions Affecting Public Health
Ch. 394, F.S.	Mental Health
Ch. 395, F.S.	Hospital Licensing and Regulation
Ch. 397, F.S.	Substance Abuse Services
Ch. 400, F.S.	Nursing Home and Related Health Care Facilities
Ch. 414, F.S.	Family Self-Sufficiency
Ch. 458, F.S.	Medical Practice
Ch. 464, F.S.	Nursing
Ch. 465, F.S.	Pharmacy
Ch. 490, F.S.	Psychological Services
Ch. 491, F.S.	Clinical, Counseling, and Psychotherapy Services
Ch. 499, F.S.	Florida Drug and Cosmetic Act
Ch. 553, F.S.	Building Construction Standards
Ch. 893, F.S.	Drug Abuse Prevention and Control
S. 409.906(8), F.S.	Optional Medicaid Services – Community Mental Health Services

A1-2.3 Developmental Disabilities

Ch. 393, F.S.	Developmental Disabilities

A1-2.4 Adult Protective Services

Ch. 415, F.S.	Adult Protective Services

A1-2.5 Forensics

Ch. 916, F.S.	Mentally Ill And Intellectually Disabled Defendants
Ch. 985, F.S.	Juvenile Justice; Interstate Compact on Juveniles
S. 985.19, F.S.	Incompetency in Juvenile Delinquency Cases
S. 985.24, F.S.	Use of detention; prohibitions

A1-2.6 State Administrative Procedures and Services

Ch. 119, F.S.	Public Records
Ch. 120, F.S.	Administrative Procedures Act
Ch. 287, F.S.	Procurement of Personal Property and Services
Ch. 435, F.S.	Employment Screening
Ch. 815, F.S.	Computer-Related Crimes
Ch. 817, F.S.	Fraudulent Practices
S. 112.061, F.S.	Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system

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S. 112.3185, F.S.	Additional standards for state agency employees
S. 215.422, F.S.	Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
S. 216.181(16)(b), F.S.	Advanced funds for program startup or contracted services

A1-3 FLORIDA ADMINISTRATIVE CODE

A1-3.1 Child Welfare and Community Based Care

Ch. 65C-13, F.A.C.	Foster Care Licensing
Ch. 65C-14, F.A.C.	Child-Caring Agency Licensing
Ch. 65C-15, F.A.C.	Child-Placing Agencies

A1-3.2 Substance Abuse and Mental Health Services

Ch. 65D-30, F.A.C.	Substance Abuse Services Office
Ch. 65E-4, F.A.C.	Community Mental Health Regulation
Ch. 65E-5, F.A.C.	Mental Health Act Regulation
Ch. 65E-10, F.A.C.	Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
Ch. 65E-11, F.A.C.	Behavioral Health Services
Ch. 65E-12, F.A.C.	Public Mental Health Crisis Stabilization Units and Short Term Residential Treatment Programs
Ch. 65E-14, F.A.C.	Community Substance Abuse and Mental Health Services - Financial Rules
Ch. 65E-20, F.A.C.	Forensic Client Services Act Regulation
Ch. 65E-26, F.A.C.	Substance Abuse and Mental Health Priority Populations and Services

A1-3.3 Financial Penalties

Ch. 65-29, F.A.C.	Penalties on Service Providers

A1-4 MISCELLANEOUS

A1-4.1 Department of Children and Families Operating Procedures

CFOP 155-10 / 175-40	Services for Children with Mental Health and Any Other Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
CFOP 155-11	Title XXI Behavioral Health Network
CFOP 155-47	Processing Referrals From The Department Of Corrections
CFOP 215-6	Incident Reporting and Analysis System (IRAS)

A1-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

S. 215.425, F.S.	Extra Compensation Claims prohibited; bonuses; severance pay
S. 215.97, F.S.	Florida Single Audit Act
S. 215.971, F.S.	Agreements funded with federal or state assistance
Ch. 69I-42, F.A.C.	Travel Expenses
Ch. 69I-5, F.A.C	State Financial Assistance
CFO's Memorandum No. 01	Contract and Grant Reviews and Related Payment Processing Requirements

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CFO's Memorandum No. 02	
	Reference Guide for State Expenditures
Comptroller's Memorandum No. 04	
	Guidance on all Contractual Service Agreements Pursuant to Section 215.971, Florida Statutes
CFO's Memorandum No. 20	
	Compliance Requirements for Agreements
2 CFR, Part 180	Office of Management and Budget Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement),
2 CFR, Part 200	Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200https://federalregister.gov/a/2013-30465
2 CFR, Part 300	Department of Health and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 CFR Part 200
45 CFR, Part 75	Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

A1-4.3 Data Collection and Reporting Requirements

S. 394.74(3)(e), F.S.	Data Submission
S. 394.9082, F.S.	Behavioral health managing entities
S. 394.77, F.S.	Uniform management information, accounting, and reporting systems for providers
S. 397.321(3)(c), F.S.	Data collection and dissemination system
DCF PAM 155-2	Mental Health and Substance Abuse Measurement and Data

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EXHIBIT B - SCOPE OF WORK

B-1 SCOPE OF SERVICE

B-1.1 This is a three-year Grant Agreement, pursuant to the authority under s. 394.656, F.S. The Grantee, Polk County, a political subdivision of the State of Florida, hereinafter referred to as "Polk County," shall expand their existing Polk County jail transition program named: "Helping Healthcare: Access, Navigation, Delivery, and Support" (Helping HANDS) by adding mobile care service counseling services and additional access points for service delivery. The expansion, Helping Achieve Targeted Comprehensive Healthcare (HATCH) project, is hereinafter referred to as "the Program".

B-1.2 The Grantee shall conduct all activities supported by this Grant Agreement in accordance with the Grantee's Application, dated February 24, 2021, and response to the Conditional Award request for additional information dated 11/17/2021, in response to the Department's Request for Applications (DCF RFA 2021 001). Both the Grantee's Application and the Department's Request for Applications are hereby incorporated by reference and shall be maintained in the Grantee's and the Department's official files.

B-2 MAJOR CONTRACT GOALS

The primary goal of this Grant Agreement is to increase public safety; avert increased justice system spending; and increase access to effective, evidence-based community treatment services and resources for adults with serious mental illness (SMI) or co-occurring substance use disorders (SUD), who are involved in or at risk of becoming involved in the justice system. The major objectives of this Grant Agreement which contribute to the goal are to:

B-2.1 Implement the CJMHSA services and diversion initiatives described in the Grantee's Application.

B-2.2 Create and encourage collaboration among key stakeholders identified in the Grantee's Application.

B-2.3 Engage in training opportunities that support diversion activities.

B-3 SERVICE AREA/LOCATIONS/TIMES

B-3.1 Service Area

The Grantee shall provide services within Polk County.

B-3.2 Service Delivery Location

Services shall be delivered at:

B-3.2.1 Polk County, Health and Human Services Division
2135 Marshall Edwards Drive
Bartow, FL 33830

B-3.3 Service Times

Services shall be available and provided between the hours of 8:00 am through 5:00 pm, Monday through Friday, excluding state holidays. Changes in service times and any additional holidays that the Grantee wants to observe shall be approved in writing by the Department.

B-3.4 Program Year

For the purposes of this Grant Agreement, the Program Years are defined as:

B-3.4.1 Program Year 1: 3/1/2022 – 2/28/2023

B-3.4.2 Program Year 2: 3/1/2023 – 2/28/2024

B-3.4.3 Program Year 3: 3/1/2024 – 2/28/2025

B-4 CLIENTS TO BE SERVED

The Grantee shall serve adults with serious mental illness or co-occurring substance use disorders who have histories of repeated involvement in the justice, acute care treatment, or homeless systems; and who are either:

B-4.1 Referred from community partners or are contacted by the Mobile Outreach Crisis Counselor when responding to behavioral health related 911 calls and:

B-4.1.1 Have either one or more arrests within the past 12 months; and

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B-4.1.2 Are receiving behavioral health medications or have a diagnosis; or

B-4.1.3 Have a history of arrest or Baker or Marchman Act admission.

B-4.2 Or in jail and receiving behavioral health medications and arrested two or more times within the past 12 months.

B-5 CLIENT ELIGIBILITY

The Grantee is responsible for assessing the eligibility of each person served under this Grant Agreement. The Grantee may assign this responsibility to a subgrantee.

B-6 EQUIPMENT

The Grantee may utilize funding provided under this Grant Agreement to purchase equipment necessary to perform and complete the services described herein in accordance with the Department approved budget.

B-7 CONTRACT LIMITS

The terms of the Grantee's Application may not be changed without specific advance written approval by the Department.

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EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1 SERVICE TASKS

C-1.1 To support the objective in **Section B-2.1,** the Grantee shall:

C-1.1.1 Establish legally binding agreements with all participating entities specified in **Section C-2.3**. to provide the array of services detailed in **Exhibit C1**.

C-1.1.2 Provide directly or by agreement a data collection system to track individuals during their involvement with the Program and one year after discharge. Information to be tracked includes, but is not limited to, dates of program enrollment and discharge; client's id number; information regarding arrests, housing, receipt of benefits, and employment.

C-1.1.3 Hire and train staff specified in **Section C-2.1**.

C-1.2 To support the objective in **Section B-2.2**, the Grantee shall collaborate with key stakeholders to implement and provide ongoing oversight of the Program. To achieve this outcome, the Grantee shall participate in planning council or committee meetings regularly to assess progress and review performance measures and completion of timelines associated with the Program and make necessary adjustments to implementation as needed.

C-1.3 To support the objective in **Section B-2.3**, the, the Grantee shall:

C-1.3.1 Identify topics for needed trainings by developing and conducting a survey of stakeholders; and

C-1.3.2 Plan and host at least one training event for staff and community partners to attend.

C-2 ADMINISTRATIVE TASKS

C-2.1 Staffing

The Grantee shall maintain the following staff directly or through subcontract, as detailed in the Grantee's Application:

C-2.1.1 0.50 FTE Program Manager

C-2.1.2 1.00 FTE Case Manager (sub-contract)

C-2.1.3 1.00 FTE Housing Specialist (sub-contract)

C-2.1.4 1.00 FTE Mobile Outreach Crisis Counselor (sub-contract)

C-2.1.5 2.00 FTE Case Managers (in-kind)

C-2.2 Professional Qualifications

The Grantee shall ensure all Program staff assigned by its subcontractor or sub-grantee maintain all applicable minimum licensing, accreditation, training, and continuing education requirements required by state and federal laws or regulations for their assigned duties and responsibilities.

C-2.3 Subcontracting

Subject to the provisions of **Section 4.3**, the Grantee shall subcontract with or issue a sub-grant or other binding agreement to the following entities for the provision of services as detailed in the Grantee's Application:

C-2.3.1 Tri-County Human Services, Inc

C-2.3.2 Peace River Center

C-2.3.3 Polk County Sheriff's Office

C-2.3.4 Keystone Challenge Fund, Inc.

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C-2.4 Technical Assistance Requirements

Pursuant to s. 394.659, F.S., the Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center (TAC) at the Louis de la Parte Florida Mental Health Institute at the University of South Florida provides technical assistance, information dissemination, and systemic impact monitoring of all CJMHSA Grant Program awards. To collaborate with the TAC the Grantee shall:

C-2.4.1 Provide primary contact information for the Grantee and each of its subgrantee award partners to the TAC within ten business days after execution of this Grant Agreement.

C-2.4.2 Participate in an annual county level technical assistance needs assessments conducted by the TAC at the beginning of each fiscal year.

C-2.4.3 Participate in two on-site technical assistance visits conducted by the TAC within a three-year period.

C-2.4.4 Participate in program-wide conference calls scheduled by the TAC for all Grantees under the CJMHSA Program.

C-2.4.5 Provide data and other information requested by the TAC to enable the TAC to perform statutory duties established in the authorizing legislation.

C-2.5 Records and Documentation

C-2.5.1 Unless otherwise specified in Section C-2.6, all correspondence, reports, records and documentation may be maintained and provided to the Department electronically.

C-2.5.2 The Grantee shall maintain, and shall ensure all subcontractors and subgrantees maintain records and documentation including, but not limited to, the following:

C-2.5.2.1 Draft reports, final reports, meeting notes, telephone logs.

C-2.5.2.2 Executed subcontract or sub-grant agreements and any amendments, invoices and supporting documentation, expenditure reports, and deliverables.

C-2.5.2.3 Documentation of time worked for each staff paid in whole or in part with these Grant Agreement funds.

C-2.5.2.4 Travel logs and requests for reimbursement for staff travel.

C-2.5.2.5 Employment screening results for each staff who meets the requirements to be screened for employment.

C-2.6 Source Documentation

The Grantee shall submit the following source documentation of the tasks under **Section C-1,** and performance measures under **Section E-1,** with the Quarterly Program Status Report required under **Section C-1.4.**

C-2.6.1 For the tasks specified in **Section C-1.1**, the Grantee shall submit:

C-2.6.1.1 A copy of all legally binding agreements.

C-2.6.1.2 A copy of the electronic Quarterly Data Report.

C-2.6.1.3 Documentation of hire, training, and the credentials of staff specified in **Section C-2.1.**

C-2.6.2 For the task specified in **Section C-1.2**, a copy of meeting materials; including at minimum the agenda, meeting minutes, and any handouts documenting the Grantee's participation in Planning Council meetings.

C-2.6.3 For the task specified in **Section C-1.3**, a copy of the final survey to identify topics for needed training(s), evidence of dissemination to stakeholders, and documentation of planning activities and training; which includes securing the trainer(s) and venue(s), promoting the event, and the participant list, and training evaluations.

C-2.6.4 For the Performance Measures specified in **Sections E-1.1**, the Grantee shall submit a Quarterly Performance Measure Report and sufficient data tracking on the Quarterly Data Report of each Program participant's arrests, housing, employment, benefits, and mental health and substance use treatment status to validate the measures.

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C-2.7 Reports

The Grantee shall document all tasks and activities under this Grant Agreement in the following reports, using templates to be provided by the Department, submitted in accordance with the reporting schedule in **Table 1.**

C-2.7.1 Quarterly Program Status Report

A detailed report of the services and activities performed in the previous three months and the progress of the program in meeting the performance measures, goals, objectives, and tasks described in the Grantee's Application.

C-2.7.2 Quarterly Financial Report

A detailed cumulative report of Program expenses submitted every quarter of service provision. The Financial Report is used to track all expenses associated with the grant and reconcile these expenditures with the payments made by the Department. The Financial Report tracks grant award-funded and county match-funded expenses.

The Quarterly Financial Report must be signed and certified by an authorized representative attesting the Financial Report represents a complete and accurate account of all expenses supported by the Program award and statutory match obligations.

C-2.7.3 Final Program Status Report

A detailed report of the services and activities performed for the entire award period and the status of the Program in meeting the performance measures, goals, objectives, and tasks described in the Application. The Board of County Commissioners shall approve the final report before submission to the Department.

C-2.7.4 Final Financial Report

A detailed report of Program expenses for the entire award period documenting expenditure of grant funds and compliance with the statutory match requirement. The Final Financial Report must be signed and certified by an authorized representative attesting the Financial Report represents a complete and accurate account of all expenses supported by the Program award and statutory match obligations. The Board of County Commissioners shall approve the final report before submission to the Department.

C-2.7.5 Additional Reporting Requirements

The Grantee shall provide additional reporting pertaining to the services and activities rendered should the Department determine this to be necessary.

C-2.7.6 Reporting Schedule

The Grantee shall submit reports, in accordance with the reporting schedule in **Table 1**.

Table 1 - Reporting Schedule

Report Title	Report Due Date(s)	# of Copies
Quarterly Program Status Report	15th day of the month following the quarter of program services or activities	1 electronic copy
Quarterly Financial Report	15th day of the month following the quarter of program services or activities	1 electronic copy
Final Program Status Report	No later than 60 days following the ending date of the Grant Agreement.	1 electronic copy
Final Financial Report	No later than 60 days following the ending date of the Grant Agreement.	1 electronic copy

C-3. STANDARD CONTRACT REQUIREMENTS

The Provider shall perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

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EXHIBIT C1 – ARRAY OF SERVICES

The Grantee shall implement the "HATCH" Program, which will provide services to eligible individuals pursuant to **Section B-4** and provide referrals to community support services for family members with behavioral health needs. The Program will strive to improve the quality of life for Program participants and focus on reduced jail recidivism and the prevention of individual placement in state hospitals. Individuals are referred and engaged at three different access points.

C1-1. Mobile Outreach Crisis Counselor - Access Point 1

A Mobile Outreach Crisis Counselor will respond to local mental health or substance use related 911 calls via phone or at the scene with deputies. The Counselor will help to assess and de-escalate crisis situations, to identify if community-based services can meet the individual's needs, or if as a last resort Baker Act or jail is warranted. They will also provide referral information and conduct the initial screening. Individuals will receive an onsite or follow up call within 72 hours after the crisis.

C1-2. Jail In-Reach – Access Point #2

Potential participants are pre-screened and identified during booking. The Program Manager has access to weekly lists of eligible participants with their release date and through jail in-reach, they are given an opportunity to receive a personal explanation of the Program and to build a trusted relationship with team members.

C1-3. Community Partners – Access Point #3

Potential participants are also pre-screened and referred by Community Partners. Individuals receive further evaluation of their mental health and substance abuse history by the Program team and a needs assessment is completed.

C1-4. Care Coordination

The Program Team will meet weekly to review initial screenings from each access point. Those who meet eligibility requirements and are approved during staffing have a treatment plan completed upon enrollment and appropriate services, including the following, are provided and tracked for all participants as needed.

- **C1-4.1** Case management
- **C1-4.2** Co-Occurring Residential Treatment
- **C1-4.3** Employment
- **C1-4.4** Housing supports
- **C1-4.5** Incidentals
- **C1-4.6** Medication-Assisted Treatment
- **C1-4.7** Outpatient Services
- **C1-4.8** Peer Specialist support
- **C1-4.9** Prevention Services
- **C1-4.10** Psychiatric Services
- **C1-4.11** Transportation

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EXHIBIT D – DELIVERABLES

D-1 SERVICE UNITS

A service unit is one quarter, three calendar months, of bundled Program services specified in **Exhibits C** and **C1**, provided to the minimum number of individuals specified in **Section D-4.1**, in the manner described in the Grantee's Application.

D-2 SERVICE TARGETS

The Grantee shall provide Program services to the target number of adults specified in **Table 2.**

Table 2 - Service Targets

	Program Year	1	2	3	Program Lifetime
Unduplicated # Enrolled	Annual Target	3/1/22 - 2/28/23	3/1/23 - 2/28/24	3/1/24 – 2/28/25	3/1/22 – 2/28/25
		70	70	70	210
	Minimum Acceptable Performance	56	56	56	168

D-3 DELIVERABLES

The Grantee shall demonstrate satisfactory progress towards each service target in **Section D-2,** through submission of Quarterly Program Status Report specified in Section C-1-4 and source documents specified in **Section C-2.6.**

D-4 PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES

D-4.1 During each Program year, satisfactory progress toward the service targets specified in **Section D-2** shall be demonstrated by services to at least:

D-4.1.1 20% of the Program year target by the end of the first quarter.

D-4.1.2 40% of the Program year target by the end of the second quarter.

D-4.1.3 60% of the Program year target by the end of the third quarter.

D-4.1.4 80% of the Program year target by the end of the fourth quarter.

D-4.2 In the event the Grantee fails to achieve the measures in **Sections D-4 or E-1,** the Department shall apply the provisions of **Section F-3.**

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 MINIMUM PERFORMANCE MEASURES

The following minimum qualitative performance measures are established pursuant to **Section 2.4.2** and shall be maintained during the term of this Grant Agreement.

E-1.1 50% or less of Program participants shall be arrested while enrolled in the Program.

E-1.2 50% or less of Program participants who successfully complete the Program shall be arrested within six months of Program discharge.

E-1.3 10% of Program participants not residing in a stable housing environment at Program admission shall reside in a stable housing environment within 90 days of Program admission.

E-1.4 25% of Program participants who successfully complete the Program shall reside in a stable housing environment 6 months following Program discharge.

E-1.5 25% of Program participants who are eligible but not employed at Program admission shall be employed full or part time within 6 months of Program admission.

E-1.6 25% of Program participants who are eligible for employment and successfully complete the Program shall be employed full or part time 6 months following Program discharge.

E-1.7 85% of Program participants shall be assisted by the grantee in obtaining social security or other benefits for which they may be eligible but were not receiving at Program admission

E-1.8 10% of Program participants enrolled following a behavioral health related 911 call shall be diverted from a state mental health treatment facility.

E-1.9 50% of Program participants shall be engaged in behavioral health treatment.

E-1.10 85% of Program participants shall be linked with a behavioral healthcare provider.

E-2 PERFORMANCE EVALUATION METHODOLOGY

The Department will monitor the Grantee's performance in achieving the standards in **Section E-1**, according to the following methodology. Employment, housing, and after discharge measures apply to all persons who completing services successfully under this Program.

E-2.1 For the measure in **Section E-1.1,** the total number of Program participants arrested while enrolled in the Program DIVIDED BY the total number of Program participants shall be LESS THAN OR EQUAL TO 50%.

E-2.2 For the measure in **Section E-1.2,** the total number of Program participants who successfully complete the Program who are arrested within six months of Program discharge DIVIDED BY the total number of Program participants who successfully complete the Program shall be LESS THAN OR EQUAL TO 50%.

E-2.3 For the measure in **Section E-1.3,** the total number of Program participants who were not residing in a stable housing environment at Program admission wo reside in a stable housing environment within 90 days of Program admission DIVIDED BY the total number of Program participants not residing in a stable housing environment at Program admission shall be GREATER THAN OR EQUAL TO 10%.

E-2.4 For the measure in **Section E-1.4**, the total number of Program participants who successfully complete the Program and reside in a stable housing environment 6 months following Program discharge DIVIDED BY the total number of Program participants who successfully complete the Program shall be GREATER THAN OR EQUAL TO 25%.

E-2.5 For the measure in **Section E-1.5**, the total number of Program participants who are eligible but not employed at Program admission who are employed full or part time within 6 months of Program admission DIVIDED BY the total number of Program participants who are eligible but not employed at Program admission shall be GREATER THAN OR EQUAL TO 25%.

E-2.6 For the measure in **Section E-1.6,** the total number of Program participants who successfully complete the Program are eligible for employment and are employed full or part time 6 months following Program discharge DIVIDED BY the total number of Program participants who are eligible but not employed at Program admission shall be GREATER THAN OR EQUAL TO 25%.

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E-2.7 For the measure in **Section E-1.7,** the total number of Program participants assisted by the grantee in obtaining social security or other benefits for which they may be eligible but were not receiving at Program admission DIVIDED BY the total number of Program participants who were eligible but were not receiving all benefits at Program admission shall be GREATER THAN OR EQUAL TO 85%.

E-2.8 For the measure in **Section E-1.8,** the total number of Program participants enrolled following a behavioral health related 911 and diverted from a state mental health treatment facility DIVIDED BY the total number of Program participants enrolled following a behavioral health related 911 shall be GREATER THAN OR EQUAL TO 10%.

E-2.9 For the measure in **Section E-1.9,** the total number of Program participants engaged in behavioral health treatment DIVIDED BY the total number of Program participants shall be GREATER THAN OR EQUAL TO 50%.

E-2.10 For the measure in **Section E-1.10,** the total number of Program participants linked with a behavioral healthcare provider DIVIDED BY the total number of Program participants shall be GREATER THAN OR EQUAL TO 85%.

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EXHIBIT F - METHOD OF PAYMENT

F-1 PAYMENT METHODOLOGY

F-1.1 This is a fixed price, fixed fee Grant Agreement. The Department will pay the Grantee a fixed fee of $100,000.00 per service unit for services provided in accordance with the terms and conditions of this Grant Agreement, subject to the availability of funds.

F-1.2 **Table 3** specifies the schedule of payments for the lifetime of this Grant Agreement.

Table 3. Schedule of Payments

Program Year Payments			State Fiscal Year Allocation			
Service Period	**Invoice Due Date**	**Fixed Payment Amount**	**FY21-22**	**FY22-23**	**FY23-24**	**FY24-25**
03/01/22 – 05/31/22	06/15/22	$100,000.00	$ 100,000.00			
06/01/22 – 08/31/22	09/15/22	$100,000.00	$ 33,333.00	$ 66,667.00		
09/01/22 – 11/30/22	12/15/22	$100,000.00		$ 100,000.00		
12/01/22 – 02/28/23	03/15/23	$100,000.00		$ 100,000.00		
Program Year 1 Total:		**$400,000.00**				
03/01/23 – 05/31/23	06/15/23	$100,000.00		$ 100,000.00		
06/01/23 – 08/31/23	09/15/23	$100,000.00		$ 33,333.00	$ 66,667.00	
09/01/23– 11/30/23	12/15/23	$100,000.00			$ 100,000.00	
12/01/23 – 02/28/24	03/15/24	$100,000.00			$ 100,000.00	
Program Year 2 Total:		**$400,000.00**				
03/01/24 – 05/31/24	06/15/24	$100,000.00			$ 100,000.00	
06/01/24 – 08/31/24	09/15/24	$100,000.00			$ 33,333.00	$ 66,667.00
09/01/24 – 11/30/24	12/15/24	$100,000.00				$ 100,000.00
12/01/24 – 02/28/25	03/15/25	$100,000.00				$ 100,000.00
Program Year 3 Total:		**$400,000.00**				
Total Program Amount:		**$1,200,000.00**	**$ 133.333.00**	**$ 400,000.00**	**$ 400,000.00**	**$ 266,667.00**

F-2 INVOICE REQUIREMENTS

F-2.1 The Grantee shall request payment on a quarterly basis through submission of a properly completed and signed invoice using the template in **Exhibit F1.** Invoices and all supporting documentation are due no later than the 15th day of the month following each quarter of service provision.

F-2.2 The Department shall approve quarterly invoices following receipt of documentation of compliance with the provisions of **Sections D-4 and E-1**.

F-2.3 The Grantee shall submit a final invoice for payment no later than 90 days after the expiration of this Grant Agreement or after this Grant Agreement is terminated. Failure to do so will result in a forfeiture of all right to payment and the Department shall not honor any requests submitted after the aforesaid time. Any payment due under the terms of this Grant Agreement may be withheld until the Final Program Status Report and Final Financial Report are submitted and have been approved by the Department.

F-3 FINANCIAL CONSEQUENCES

F-3.1 If the Grantee does not meet a performance measure specified in **Sections D-4, or E-1**, the Department will reduce the payment due for that quarter by 1% percent of the invoice amount for each measure missed, up to a maximum reduction of 5% percent in any quarter.

F-3.2 In the event of an invoice reduction under **Section F-3.1**, if the Grantee subsequently achieves the measure during the same Program year, the Grantee may submit a supplemental invoice, demonstrating the measure has been attained and requesting payment of the reduced portion of the original invoice.

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F-3.3 If the Grantee does not meet the same measure for three or more consecutive quarters, the Department shall apply the provisions of **Section 6.1.** Corrective active plans required under **Section 6.1,** may result in a reduction to future funding under this Grant Agreement, at the Department's sole discretion.

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EXHIBIT F1 – QUARTERLY INVOICE

QUARTERLY INVOICE			
Grantee Name		**Grant Agreement No.**	**LH833**
Address		**Invoice No.**	
Service Period	**From:**	**To:**	**Federal ID #**

Service Unit Description	# of Units	Rate	Amount Requested
One quarter, or three calendar months of bundled Program services specified in Exhibits C and C1	1	$100,000.00	

Submit a fully completed Quarterly Program Status Report and Quarterly Financial Report as supporting documentation for the above services.

Total Grant Agreement Amount	
Total Amount of Previous Payments	
Amount Requested This Invoice	
Grant Agreement Balance After This Payment	

CERTIFICATION & APPROVAL

I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's Grant Agreement with the Department. Additionally, I certify that the reports accompanying this invoice are a true and correct reflection of this period's activities, as stipulated by the Grant Agreement.

Authorized Name (Print)	**Title**
Authorized Signature	**Date Submitted**

DCF CONTRACT MANAGER USE ONLY:		
Date Invoice Received:		
Date Goods/Services Received:		
Date Inspected and Approved:		
Financial Consequences Applied?	**Description:**	
	Reduction Amount:	
Yes ____ No _____	**Approved Payment Amount:**	
Approved By:		
Payment Funding Codes:		

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ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

A. MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

B. AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends $750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends $500,000 or more ($750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 (less than $750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

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The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

C. Contract manager for this contract (1 copy)

D. Department of Children & Families (1 electronic copy and management letter, if issued)
Office of the Inspector General
Single Audit Unit
The Centre, Suite 400-I
2415 Monroe Street
Tallahassee, Florida 32303
Email address: HQW.IG.Single.Audit@myflfamilies.com

E. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

https://harvester.census.gov/facweb/

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

F. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

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ATTACHMENT 2

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and

Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function , activity, service , other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

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2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;

2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;

2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

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3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.2 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.3 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.4 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

5.1.1.5 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.1.1.6 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.1.1.7 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.1.1.8 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

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5.1.1.9 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

5.1.1.10 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.1.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.1.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

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ATTACHMENT 3

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Martha Santiago Date: 3/1/2022

Application or Contract ID Number: LH833

Name of Authorized Individual Application or Contractor: Dr. Martha Santiago, Chair / Polk County Board of County Commissioners

Address of Organization: 2135 Marshall Edwards Drive, Bartow, FL 33830

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State of Florida
Department of Children and Families

MYFLFAMILIES.COM

Ron DeSantis
Governor

Shevaun L. Harris
Secretary

APPROVAL MEMORANDUM

DATE: January 9, 2025

TO: Shevaun L. Harris, Secretary

FROM: Erica Floyd Thomas, MSW
Assistant Secretary of Substance Abuse and Mental Health

SUBJECT: **Approval Memorandum** – LH833 Amendment #01 Polk County, – Amendment -Part 1 restatement

ROUTING:

Approver	Signature	Date
Programmatic Approval Levels		
Jessica Durant Contract Manager Supervisor	Jessica Durant	12/17/2024
Vacant Subject Matter Expert	N/A	N/A
Christopher Morris SAMH Chief of Contracts	Chris Morris	12/17/24
William Hardin SAMH Policy and Services Director	William Hardin	12/18/2024
Vacant Deputy Assistant Secretary of Programs	N/A	N/A
Administrative Approval Levels		
Aman Punwani Office of Budget Services	Aman Punwani	01/16/2025
Cole Sousa Office of Information Technology Services	N/A	N/A
Parker Campbell Office of Quality & Innovations	N/A	N/A
Juliana Pinero Office of Contracted Client Services		1/9/2025
Thomas Valentine Office of General Counsel	Michael A. Greif	1.10.25
Executive Approval Levels		
Erica Floyd Thomas, MSW Assistant Secretary of SAMH	Erica Floyd Thomas	1/13/2025
Kate Williams Deputy Secretary		
Casey Penn Chief of Staff		1/17/25
Shevaun L. Harris Secretary		1/17/25

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CONTRACT INFORMATION					
Contract/Solicitation No.	LH833				
Contract Manager or Procurement Officer	Michelle-Lee Morrison				
Provider Name	Polk County				
Contract Term	3/1/2022- 8/31/2025				
Method of Procurement	RFA				
PROGRAM BUDGET					
Contract Amount	$1,200,000.00			Amendment Amount	**N/A**
State FY Funds	$600,000.00	Fed FY Funds	$600,000.00	Total Amended Contract Amount	**N/A**

SERVICES PROVIDED:

Expanding a Criminal Justice Mental Health and Substance Abuse Reinvestment Grant Program, pursuant to s. 394.656, by adding mobile care counseling services and additional access points for service delivery.

REASON FOR AMENDMENT/ADDENDUM (if applicable):

This Amendment is administrative in nature to update the 1. CF Standard Contract 2019 is restated to v24.3 per direction by the Office of Contract Client Services (OCCS). All Department contracts must be moved to the new Standard Contract. An extension will be granted until August 31, 2025. There are no changes to the amount, deliverables, or performance measures.

KEY PROVISIONS:

Contract LH833 effective from March 01, 2022, through August 31, 2025, and is paid on a fixed price, fixed fee basis. This Contract provides services at the following:

This is a three-year Grant Agreement, pursuant to the authority under s. 394.656, F.S. The Grantee, Polk County is expanding their existing Polk County jail transition program named: "Helping Healthcare: Access, Navigation, Delivery, Delivery, and Support" (Helping HANDS) by adding mobile care service counseling services and additional access points for service delivery.

ATTACHMENTS:

- LH833 #0001 – Amendment Document
- LH833 #0001 – Part 1 v24.3
- LH833 – Conflict of Interest Form

PROVIDER INFORMATION Only required when routing contract executions and amendments.					
Provider Name:	Polk County				
Provider FEID #:	59-6000809	Provider FY End:	09/30	Provider UEI# (if applicable):	N/A
Provider Contract Manager Name:	Marybeth Moore	Provider Contract Manager Email Address:	marybethmoore@polk-county.net		
Provider Signatory Name:	Judy Tewksbury	Provider Signatory Email Address:	JudyTewksbury@polk-county.net		

REVENUE INFORMATION Only required when routing contract executions or amendments that change the information below.	
Federal Subrecipient vs. Contractor Determination	Subrecipient
Assistance Listing Number (ALN) 93.958	
Florida Single Audit Act Determination	Recipient/Subrecipient
Code of State Financial Assistance (CSFA) No. 60.115	

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FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
CONTRACT NO. LH833
AMENDMENT NO. 01

Effective the latter of January 01, 2025, or the last party signature, the above referenced Contract is amended as follows:

1. CF Standard Contract 2019 is replaced by the attached **v24.3**; Part 2 of the Contract remains in effect, except as modified herein.

2. Notwithstanding Item 1, the original Effective Date and the Original Signatures remain in effect.

3. This contract is extended through August 31, 2025.

4. In **A-1** "**Section 1.4.1**" is replaced by "**1.6.1.3.**"

5. In **A-4.1** "**Section 4.16**" is replaced by "**4.7.2."**

6. In **C-2.3** "**Section 4.3**" is replaced by "**4.6.** and **4.7.2.**"

7. In **E-1** "**Section 2.4.2.**" is replaced by "**2.4.**"

8. Attachment I is replaced by the attached **Attachment I.**

9. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

IN WITNESS THEREOF, the parties hereto have caused this Amendment executed by their undersigned officials as duly authorized.

POLK COUNTY		**STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:	William D. Beasley	**Signature:**	Shevaun L. Harris
Name:	William D. Beasley	**Name:**	Shevaun L. Harris
Title:	Polk County Manager	**Title:**	Secretary
Date:	1/24/2025 | 10:14 AM EST	**Date:**	1/24/2025 | 10:15 AM EST

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STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT

Contract Number:	LH833	**Services:**	☒ Client	☐ Non-Client
ALN Number(s):	93.958	**Type:**	☒ Subrecipient	☐ Contractor
CSFA Number(s):	60.115	**Funds:**	☒ Federal	☒ State

THIS CONTRACT is entered into between the State of Florida, **Department of Children and Families**, (**Department**) and **Polk County, a political subdivision of the State of Florida**, (**Provider**). The Department and the Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Department is engaging the Provider to expand a Criminal Justice Mental Health and Substance Abuse Reinvestment Grant Program, pursuant to s. 394.656, F.S, by adding mobile care counseling services and additional access points for servise delivery , as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed **$1,200,000.00** (Contract Amount).

1.2. Effective and End Date

This Contract shall be effective **March 1, 2022** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **March 1, 2022** or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **August 31, 2025** (End Date), subject to the survival of terms provisions of **7.4**. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

The name, address, telephone number and e-mail address of the Department and the Provider's representatives for this Contract are as follows:

1.3.1. Provider: Official Payee

Name:	Judy Tewksbury		
Address:	1290 Golfview Avenue		
City:	Bartow		
State	FL	Zip:	33830
Phone:	(863) 534-5569	Ext.:	
E-mail:	JudyTewsbury@polk-county.net		

1.3.2. Provider: Financial & Administrative Records

Name:	Judy Tewksbury		
Address:	1290 Golfview Avenue		
City:	Bartow		
State:	FL	Zip:	33830
Phone:	(863) 534-5569	Ext.:	
E-mail:	JudyTewsbury@polk-county.net		

1.3.3. Provider: Program Administrator & Primary Point of Contact

Name:	MaryBeth Moore		
Address:	2135 Marshall Edwards Dr.		
City:	Bartow		
State	FL	Zip:	33830
Phone:	(863) 519-2041	Ext.:	

1.3.4. Department: Contract Manager & Primary Point of Contact

Name:	Earl Hunt		
Address:	400 W Robinson Street Suite 1133		
City:	Orlando		
State:	FL	Zip:	32801
Phone:	(407)768-5348	Ext.:	

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E-mail:	marybethmoore@polk-county.net	E-mail:	Earl.hunt@myflfamilies.com

1.3.5. Changes to contact information for persons identified in **1.3** can be by Notice.

1.4. Notices

Unless stated otherwise, Notices between the Provider and the Department regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the Department. Notices will be deemed received upon actual receipt.

1.5. Contract Document

1.5.1. The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

1.5.2. Any telephone numbers and hyperlinks in this Contract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.

1.5.3. In this Contract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

1.5.4. The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Contract Composition

1.6.1. This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1.6.1.1. **Exhibits A** through **F1**;

1.6.1.2. Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.6.1.3. **Part 1** of this Contract, including Standard Contract Definitions, located at: https://www.myflfamilies.com/general-information/contracted-client-services/library;

1.6.1.4. **Attachments 1** through **3**;

1.6.1.5. PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms; and

1.6.1.6. Any incorporated attachments submitted by the Provider.

1.6.2. Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

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1.7. MyFloridaMarketPlace Transaction Fee

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract**.** Unless otherwise provided in the procurement document or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under **Section 3** will be equitably adjusted by the Department to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work

The Scope of Work is described in **Exhibit B**.

2.2. Task List

The Provider shall perform all tasks set forth in the Task List, found in **Exhibit C**, in the manner set forth therein.

2.3. Deliverables

The deliverables are described in **Exhibit D**.

2.4. Performance Measures

To avoid contract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in **Exhibit E**, regardless of any other performance measures in this Contract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Department may delay or deny payment for deliverables and also apply financial consequences.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department pays for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed this Contract Amount, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per **3.1** and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1. Prompt Payment and Vendor Ombudsman

Per §215.422, F.S., the Department has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Department determination of acceptable services shall be conclusive. The Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the

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Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Provider shall be paid in accordance with **Exhibit F**.

3.3. Invoices

3.3.1. The Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

3.3.2. The Department will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Exhibit F**. The foregoing does not limit the Department's use of additional financial consequences, including refusing to make payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent this Contract so provides, or termination of this Contract per **6.2** and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with **3.5**, to the extent of such error.

3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Department to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Provider, audit, or the Department. The State or the Department may recover against such payments by deduction from subsequent payments under this or any other contract with the Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to the Department unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

4. GENERAL TERMS AND CONDITIONS

4.1. Legal Compliance

4.1.1. The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:

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4.1.1.1. Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);

4.1.1.2. Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Department's authorization, unused state financial assistance funds must be returned to the Department;

4.1.1.3. Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;

4.1.1.4. For Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;

4.1.1.5. Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and

4.1.1.6. If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:

4.1.1.6.1. The name of the issuing state agency and the applicable office or program;

4.1.1.6.2. Identifying name and number;

4.1.1.6.3. Starting and ending date;

4.1.1.6.4. Total dollar amount;

4.1.1.6.5. Purpose and the types of services provided; and

4.1.1.6.6. Name and contact information for the state agencies' Contract Manager.

4.2. Certifications and Attestations

4.2.1. Common Carrier. If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. Foreign Countries of Concern Prohibition. If the Provider has access to an individual's Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

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4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. Where applicable, in compliance with §287.135(5), F.S., the Provider certifies the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of $100,000, the Provider certifies clauses **4.2.4.1 – 4.2.4.3**. If an Amendment to this contract causes the Federal funding to exceed $100,000, the Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Contract Manager.

4.2.4.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4.2.4.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

4.2.4.3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

4.5. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider’s duly authorized official and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

4.6. Independent Contractor, Subcontracting and Assignments

4.6.1. In performing its obligations under this Contract, the Provider is an independent contractor

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and not an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees due to performing the duties or obligations of this Contract.

4.6.2. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.6.3. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department. Such assignment occurring without prior approval of the Department shall be null and void.

4.6.4. The State of Florida may assign, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection.

4.6.5. Additional Terms if Subcontracting is Permitted

4.6.5.1. The Provider cannot subcontract for any of the work contemplated under this Contract without the Department's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida.

4.6.5.2. The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.6.5.3. The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify the Department, where indemnification is not limited by law, as follows:

4.7.1.1. Personal Injury and Damage to Real or Tangible Personal Property. The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory

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provisions control.

4.7.1.2. Intellectual Property Liability. The Provider shall fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department's misuse or modification of the Provider's products or the Department's operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall remove the product and refund the Department the amounts paid more than a reasonable rental for past use. The State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

4.7.1.3. Actions Related to this Contract. The Provider shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Provider is not an independent contractor vis-a-vis the Department.

4.7.2. Subcontracts. The Provider shall include in all subcontracts and ensure all resulting contracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The Provider shall indemnify, defend, and hold harmless the State and the Department from the consequences of such a breach.

4.7.3. The indemnification requirement in **4.7.1** does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.7.4. Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Department, or the State, or its subdivisions to suit by third parties or an agreement by the Department, the State, or its subdivisions to indemnify any person.

4.8. Insurance

4.8.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by the Provider's WCI.

4.8.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this

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Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by **4.8** to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

4.9. Notice of Legal Actions

The Provider shall Notice the Department within 10 days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or the Department.

4.10. Intellectual Property

4.10.1. Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

4.10.2. A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

4.10.3. Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

4.10.4. Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the Department of any inventions or discoveries developed or made in connection

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with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

4.10.5. The Provider shall notify the Department of any intellectual property developed in connection with this Contract.

4.10.6. If the Provider is a member of the State University System, the Department's intellectual property rights under **4.10**, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

4.11. Transition Activities

When services that are the subject of the Contract continue through another provider, or the Department, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or the Department. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider, or the Department, no later than the End Date and shall support the requirements for transition specified in a Department-approved Transition Plan, which the Provider shall develop in consultation with the Department.

4.12. Publicity

The Provider and its employees, agents, and representatives shall not, without prior written consent of the Department in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.13. Sponsorship

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.14. Employee Gifts

The Provider agrees it shall not offer to give or give any gift to any Department employee during the service performance period of this Contract and for two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider shall ensure any subcontractors comply with these provisions.

4.15. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

4.15.1. A reportable incident is defined in CFOP 180-4.

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4.15.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Contract Manager.

4.15.3. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general/investigations/inspector-general or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at:IG.Complaints@myflfamilies.com. The Provider and subcontractor shall mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

4.16. Employment Screening

4.16.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.16.1.1. Employment history checks

4.16.1.2. Fingerprinting for all criminal record checks;

4.16.1.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.16.1.4. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

4.16.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and

4.16.1.6. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S., and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.16.2. The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits will be signed more than 13 months apart) for the term of this Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

4.16.3. The Department requires the use of the Office of Inspector General's Request for Reference Check (Form CF 774), stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider."

4.17. Human Subject Research

Any human subject research under this Contract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Institutional Review Board.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

5.1.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in **5.1.2**. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for six years after completion of this Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum six years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of their form.

5.1.4. A financial and compliance audit shall be provided to the Department as specified in this Contract.

5.1.5. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.).

5.1.6. The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. The Provider's Confidential Information

5.2.1. By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential", including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

5.2.2. Any claim by the Provider of trade secret confidentiality for any information contained in the Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.2.2.1. The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the

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information, the Provider shall include information correlating the nature of the claims to the particular information.

5.2.2.2. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with **5.2.2.1**. Accompanying the submission shall be an updated version of the justification under **5.2.2.1**, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of trade secret information.

5.2.3. The Provider shall be responsible for defending its claims that every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Contract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in **5.3** will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

5.3.1. Catch-all Definitions. The following terms as used in **5.3** have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

5.3.2. Specific Definitions for 5.3

5.3.2.1. "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

5.3.2.2. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

5.3.2.3. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

5.3.2.4. "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3. Obligations and Activities of the Provider

The Provider shall:

5.3.3.1. Not use or disclose PHI except as permitted or required in by **5.3** or law;

5.3.3.2. Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider

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may create, receive, maintain or transmit on the Department's behalf;

5.3.3.3. Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;

5.3.3.4. Report to the Department any use or disclosure of PHI not permitted by **5.3**, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;

5.3.3.5. Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within 120 hours after finding a breach or potential breach of personal and confidential data of the Department; and

5.3.3.6. Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;

5.3.3.7. Provide additional information requested by the Department for investigation of or response to a breach;

5.3.3.8. Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;

5.3.3.9. In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);

5.3.3.10. Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;

5.3.3.11. Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;

5.3.3.12. Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;

5.3.3.13. To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Department in the performance of that obligation; and

5.3.3.14. Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

5.3.4. Provider and its Subcontractors may only use or disclose PHI as listed below:

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5.3.4.1. To perform obligations under **5.3**;

5.3.4.2. For archival purposes;

5.3.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

5.3.4.4. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;

5.3.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Department data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);

5.3.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or

5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

5.3.5. Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6. Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Department's knowledge of a material breach of the Provider's duties under **5.3**, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

5.3.6.2. Provider Obligations Upon Termination. Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

5.3.6.3. Obligations under **5.3.6.2** survive termination.

5.4. Information Security

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to the Department's information systems or maintains any client or other confidential information in electronic form.

5.4.1. The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the Department's information systems, or any client or other confidential information the Provider is

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collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the Department's information systems or any client or other confidential information. The Information Security Officer will ensure any access to the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Contract.

5.4.2. The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to the Department's information systems or any client or other confidential information. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.

5.4.3. The Provider shall prevent unauthorized disclosure or access, from or to the Department's information systems or client or other confidential information. Client or other confidential information on systems and network capable devices will be encrypted per CFOP 50-2.

5.4.4. The Provider shall notify the Contract Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.5. The Provider shall, at its own cost, comply with §501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.6. The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

5.5.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Contract.

5.5.2. As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the Department the Provider shall:

5.5.2.1. Maintain public records that ordinarily and necessarily would be required by the Department to perform the service.

5.5.2.2. Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following completion of this Contract if the Provider does not transfer the records to the Department.

5.5.2.4. Upon completion of this Contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of this Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider

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keeps and maintains public records upon completion of this Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format compatible with the information technology systems of the Department.

5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in **6.1.2** through **6.1.3** shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed 10% of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

6.1.2.3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

6.1.3. The deadline for payment shall be as stated in the Department order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2. Termination

6.2.1. The Department may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

6.2.2. The Provider may terminate this Contract upon no less than 120 days' Notice to the Department unless another time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Contract become unavailable, the

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Department may terminate this Contract upon no less than 24 hours' Notice in writing to the Provider. The Department is the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate this Contract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. **6.2** does not limit the Department's right to legal or equitable remedies.

6.2.5. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:

6.2.5.1. Previously failed to satisfactorily perform in a contract with the Department, was notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2. Had any other contract terminated by the Department for cause.

6.2.6. In the event of termination under **6.2.1** or **6.2.3**, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

6.2.7. If this Contract is for an amount of $1 million or more, the Department may terminate this Contract at any time the Provider is found to have falsely certified under §287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, the Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Contract and venue is in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

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7.3. Interpretation, Severability of Terms

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the Department survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

Modifications of provisions of this Contract are valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6. Anticompetitive Agreements

The Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.7. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.8. Unauthorized Aliens

7.8.1. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of §274A of the Immigration and Nationality Act. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to this Contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during this Contract term to perform work pursuant to this Contract within the United States and its territories.

7.8.2. The Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Department may terminate this Contract at any time if the Provider violates, or aids or abets another in violating, any state or federal law.

7.9. Public Entity Crime and Discriminatory Contractors

Pursuant to §§287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid,

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proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Continuing Oversight Teams

The Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for contracts of $5 million or more.

7.12. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department with payment subject to FEMA approval and reimbursement.

7.13. Executive Compensation Reporting

7.13.1. Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: https://www.myflfamilies.com/general-information/contracted-client-services/library.

7.13.2. In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the Department that indicates the amount of state funds:

7.13.2.1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

7.13.2.2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

7.13.3. If the Provider maintains a website, information provided pursuant to **7.13.2** must be posted on the Provider's website.

7.14. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: http://www.whistleblowers.gov.

7.15. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award

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Notice (PAN) from the Department, which will contain information required to meet the Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.16. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with §403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

8.1. Federal Law

8.1.1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains $10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over $150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.5. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR §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 in 2 CFR, Part 180 implementing Executive Orders 12549 and 12689, "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.

8.1.6. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.1.7. **Drug Free Workplace.** If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

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9. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

9.1. Client Risk Prevention

If services to clients are provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962-2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which includes provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan allowing the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For disaster planning, the term “supervision” includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department’s original acceptance of a plan and every 12 months thereafter, the Provider shall submit a written certification it has reviewed its plan, along with any modifications to the plan, or a statement no modifications were found necessary. The Department agrees to respond in writing within 30 days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider to assume implementation of agreed emergency relief provisions.

9.3. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General’s Government in the Sunshine Manual.

10. PROPERTY

10.1. The following only applies to this Contract if funded by state financial assistance.

10.2. The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is $5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is $25 or more, hardback-covered bound books, the cost or value of which is $250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from

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marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of $25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

10.3. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.

10.4. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

10.5. The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

10.6. The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

10.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

10.8. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

10.9. The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT

Any amendment replacing or deleting this page will not affect the below execution.

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By signing this Contract, the parties state they have read and agree to the entire Contract, as described in 1.6.

IN WITNESS THEREOF, the parties hereto have caused this Contract executed by their undersigned officials as duly authorized.

POLK COUNTY		**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:	_____	**Signature:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 59-6000809

Provider Fiscal Year Ending Date: 09/30

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ATTACHMENT I
FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

1. MONITORING

1.1. In addition to reviews of audits conducted in accordance with 2 CFR §§200.500- 200.521 and §215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Monitoring or oversight reviews include on-site visits by Department staff, agreed-upon-procedures engagements as described in 2 CFR §200.425, or other procedures. By entering into this agreement, the Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Inspector General, the state's Chief Financial Officer or the Auditor General.

2. AUDITS

2.1. Part I: Federal Requirements

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider shall consider all sources of federal awards, including federal resources received from the Department of Children & Families, federal government (direct), other state agencies, and other non-state entities. The determination of amounts of federal awards expended shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

2.1.3. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

2.2. Part II: State Requirements

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends $750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its

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contract manager. In the event the Provider expends less than $750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2.2.3. In connection with the audit requirements addressed in the preceding paragraph, the Provider shall ensure that the audit complies with the requirements of §215.97(8), F.S. This includes submission of a financial reporting package as defined by §215.97(2), F.S., and Chapters 10.550 or 10.650, Rules of the Auditor General.

2.2.4. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. The Contract Manager.

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit HQW.IG.Single.Audit@myflfamilies.com.

2.3.1.3. Reporting packages required by **Part I** of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: https://www.fac.gov/, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General
Local Government Audits/251
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
flaudgen_localgovt@aud.state.fl.us.

The Auditor General's website (https://flauditor.gov) provides instructions for filing an electronic copy of a financial reporting package.

2.3.2. When submitting reporting packages to the Department for audits done in accordance with 2 CFR §§200.500-200.521, or Chapters 10.550 (local governmental entities), or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, the Provider shall include correspondence from the auditor indicating the date the audit report package was delivered to the Provider. When such

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correspondence is not available, the date that the audit report package was delivered by the auditor to the Provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Record Retention

The Provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

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Agenda Item R.18. 11/18/2025

SUBJECT

Approve selection committee's recommendation to authorize staff negotiations with Rodda Construction, Inc. for Construction Manager at Risk (CMAR) services for the Medical Examiner Expansion & Renovation building. (No Fiscal Impact)

DESCRIPTION

The Facilities Management Division requested Procurement solicit proposals from qualified contractors for the purpose of providing CMAR preconstruction and construction phase services for the District 10 Medical Examiner's Office, which serves Polk, Hardee, and Highlands Counties. An expansion study was completed on March 5, 2024, confirming the need to expand and modify to the Polk County Medical Examiner's office located at 1021 Jim Keene Blvd., Winter Haven, FL 33880.

As part of the FY 24/25 Community Investment Program (CIP), the Board of County Commissioners approved $7.5 million in one-time money, and in the current FY 25/26 CIP, the Board approved an additional $3 million in one-time money to expand and renovate the existing Medical Examiner's Office. Additional funds for the balance of the project are coming from the following: $1,500,000.00 - Highlands County, $500,000.00 - Hardee County and $3,000,000.00 - State funding).

Request for Proposal (RFP) 25-599, Construction Manager at Risk - Medical Examiner Expansion & Renovation was issued, and seven proposals were received. The selection committee met on October 28, 2025, to evaluate and score proposals The four highest scored firms were elevated to interviews. On November 5, 2025, 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 the four highest ranked proposers, beginning with the highest ranked proposer Rodda Construction, Inc.

The following is a listing of the firms and their rankings:

Firm	Location	Rank
Rodda Construction, Inc.	Lakeland, FL	1
Charles Perry Partners, Inc.	Tampa, FL	2
Creative Contractors, Inc	Lakeland, FL	3
Henkelman Construction, Inc.	Lakeland, FL	4

A recommendation of award was posted, and no protests were received.

RECOMMENDATION

Request Board approve the selection committee's recommendation to authorize staff negotiations,

beginning with the highest-ranked proposer, Rodda Construction, Inc. for Construction Manager at Risk (CMAR) services for the Medical Examiner Expansion & Renovation and moving to the second-highest ranked proposer and so on, if negotiations with Rodda Construction, Inc. 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 any addenda have been issued.

RFP Number and Title: 25-599, Construction Manager at Risk – Medical Examiner Expansion & Renovation

Description: Select a qualified Contractor to provide Construction Management at Risk (CMAR) services for the preconstruction and construction phase services for the expansion and renovation of the Medical Examiner facility.

Receiving Period: Prior to **2:00 p.m., Wednesday, August 27, 2025**

Bid Opening: Wednesday, August 27, 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 Friday, August 8, 2025, 9:00 a.m. at the Polk County Administration building, located at 330 W. Church St, Procurement Conference Room, Room 413, Bartow, FL 33830. An authorized representative or agent of the Proposer must be present at this meeting in person or via conference call, as evidenced by their signature on the meeting's sign-in sheet, or the Proposers 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: 813 2369 8144.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net. All questions must be received by, **Wednesday, August 13, 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 any addenda have been issued.

RFP Number: 25-599

RFP Title: Construction Manager at Risk – Medical Examiner Expansion & Renovation

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 #25-599, Construction Manager at Risk – Medical Examiner Expansion & Renovation” 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	25-599
RFP Title	Construction Manager at Risk – Medical Examiner Expansion & Renovation
Due Date/Time:	August 27, 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@polk-county.net 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 25-599 Tab 1"

"RFP 25-599 Tab 2"

"RFP 25-599 Tab 3"

"RFP 25-599 Tab 4"

"RFP 25-599 Tab 5"

"RFP 25-599 Tab 6"

"RFP 25-599 Tab 7"

"RFP 25-599 Tab 8"

"RFP 25-599 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@polk-county.net.

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 25-599

Construction Manager at Risk – Medical Examiner Expansion & Renovation

Sealed proposals will be received in the Procurement Division, **Wednesday, August 27, 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, Procurement Analyst, via email at tabathashirah@polk-county.net. All questions must be received by **Wednesday, August 13, 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/BACKGROUND

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 12,000 square foot office addition, extension of the existing breezeway and morgue expansion as well as renovating the existing 12,500 square foot office and morgue located at 1021 Jim Keene Blvd., Winter Haven, Florida 33880.

Furthermore, the County has selected Harvard Jolly PBK 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

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 $15.5 million, with estimated construction at $13.5 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 Contractor and current staff. (List no more than five (5) projects completed 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 a 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 criterion, 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. 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 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.

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 on 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 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 is 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 ST
BARTOW, FL 33830
TELEPHONE: (863)534-7527
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 the 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 Ag Center), Etc.
COST OF SERVICES	Cost of services ($1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

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 25-599, Construction Manager at Risk – Medical Examiner Expansion & Renovation

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 25-599, Construction Manager at Risk – Medical Examiner Expansion & Renovation

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: _____

August 21, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-599, Construction Manager at Risk (CMAR) – Medical Examiner Expansion & Renovation

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

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: The RFP states that the proposal must be submitted in a 3-ring binder. Would Polk County accept a spiral-bound format instead, provided that all requested tabs and documentation are included and clearly organized?

Answer 2: Spiral-bound is acceptable format.

Question 3: **1)** Electronic submissions via Kiteworks, are we still required to submit one original and five hard-copy binders, or may we submit only the electronic package? **2)** The RFP lists separate Tabs in PDF format. Should we upload five individually labeled PDFs (e.g. "RFP 25-599 Tab 1.pdf"), or combine everything into one bookmarked PDF?

Answer 3: **1)** For electronic submissions via Kiteworks, only the electronic package is required. Hard copies are required only for non-electronic submissions.
2) Individual labeled PDF's for each Tab.

Question 4: Want to confirm that Exhibit 1 is not required to be included with each survey questionnaire, and that it is only provided as a reference for completing the top portion of the survey?

Answer 4: Exhibit 1 is detailed instructions on how to prepare and send performance surveys. It is not to be submitted with questionnaire.

Question 5: **1)** Regarding Tab 6 of this RFP, please advise if proposers will be allocated points for inclusion of MBE sub-consultants.
2) We've noticed several municipalities removing this particular qualification from the scoring criteria and our request is if the County would give any consideration to doing so?

Answer 5: **1)** Yes proposers will be allocated points for women or minority business enterprises as defined in Tab 6 on page 10 & 11 of Bid Package.
2) The County does not intend to remove this scoring criteria at this time.

Question 6: Tab 3 states to provide similar CMAR projects performed for public entities. If a company has experience in medical offices and facilities in the private sector, are we able to use those in Tab 3?

Answer 6: Medical offices would not be considered a similar scope; private sector surgical centers could be considered acceptable. See "Revision 1" below.

Question 7: Address for project site?

Answer 7: The existing Polk County Medical Examiner's office located at 1021 Jim Keene Blvd., Winter Haven, FL 33880.

Question 8: Are background checks required for this project? If so, do they apply to all staff involved in the project or only to personnel present during the construction phase?

Answer 8: Yes, we will be requiring background checks for this project for all staff involved.

Question 9: Would the County consider extending the timeframe from 10 years to 20 years for similar projects shown in Tab 3?

Answer 9: The County will extend Tab 3 from 10 to 20 years for similar projects. Contractor must show that it is similar in nature. See "Revision 1" below.

Revision 1

RFP Package, Tab 3, page 7:

Delete in entirety:

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 Contractor and current staff. (List no more than five (5) projects completed 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.

Replace with:

Provide a minimum of three (3) and a maximum of five (5) similar CMAR projects performed which best illustrate the experience of the prime Contractor and current staff. (List no more than five (5) projects completed within the last twenty (20) 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.

ORIGINAL

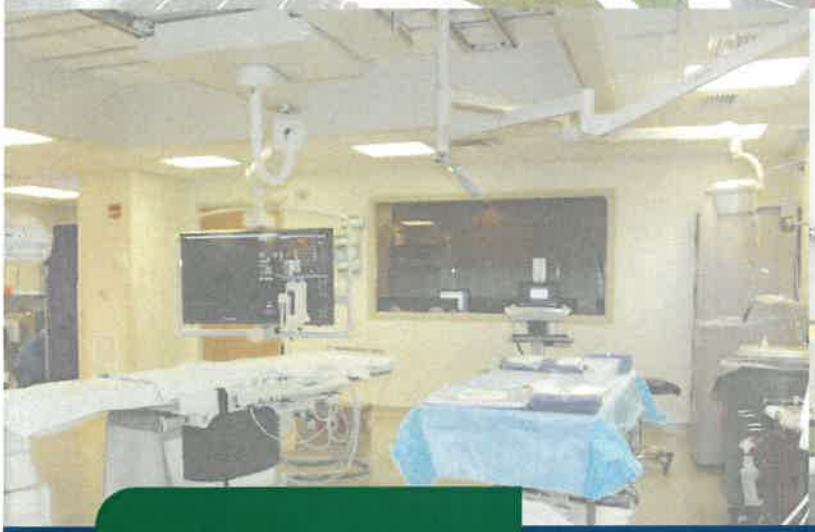
Contact Person: Jason Rodda
250 E. Highland Dr. Lakeland, FL 33813
(863) 669-0990
jason@roddaconstruction.com

RODDA CONSTRUCTION, INC
Lakeland, FL

POLK COUNTY









RFP #25-599
CONSTRUCTION MANAGER AT RISK (C-MAR)
MEDICAL EXAMINER EXPANSION & RENOVATION

August 27, 2025, 2:00pm
Polk County

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ITEM A, B & C)
August 27, 2025

Polk County- Procurement Division
330 West Church Street Bartow, FL 33830

RE: CM at Risk- Continuing Services to Polk County- RFP #25-599 Medical Examiner Expansion & Renovation

I would like to thank you for the opportunity to present our Construction Management qualifications for the Medical Examiner Expansion & Renovation project. Rodda Construction has been in business for over 36 years, and we have a team of 48 employees who are the best in the industry. Our firm is large enough to handle any venture, but small enough that you get hands on participation from our Principals everyday. We develop a passion for our projects, and we are committed to being an active and highly valuable team member on this project. All of the management of this project will be from our only office in Lakeland, FL.

Over the past 36 years, our team has successfully completed hundreds of complex, multi-phase surgical, medical and office expansion and renovation projects—both large and small—giving us unmatched expertise in addressing unique construction requirements, utility conditions, and challenging site logistics. Our many successful projects with Polk County are proof of our firm's ability to meet any budgeting and schedule constraints to develop a comprehensive strategy to successfully exceed expectations. In addition, Rodda has worked successfully with the PBK/ Harvard Jolly on several major projects in Polk County.

Our firm offers more than just top-notch Construction; we are also specialists in helping with site and building master planning, design & engineering assistance. Our team consists of experts in every aspect possible of a project: from the beginning of land panning, to governmental negotiations, planning, design, engineering, building construction systems analysis, exhaustive subcontractor bidding efforts, cost and schedule management before and during construction, impeccable quality and safety controls, and post-construction services that are second to none. We do not just build facilities; we build relationships that last decades! We have extensive experience delivering high-quality, multi-phase medical and office projects throughout Central Florida, and we have unmatched experience in expansions and renovations to existing buildings without disruption to on-going activities. These experiences and partnerships have reinforced our ability to excel in the construction of complex, high-security, and high-visibility projects with precision and care.

1,000+ PUBLIC SECTOR PROJECTS

20+ SURGICAL PROCEDURE ROOMS

2,500,000 SF+ RENOVATION & EXPANSION PROJECTS

150+ MEDICAL PROJECTS

Our experience is proven. Over the past 36+ years, we have successfully completed Construction Management at Risk projects for such organizations as Polk County, Lakeland Regional Health, Watson Clinic, Lakeland Volunteers in Medicine, Florida Hospital, Bond Clinic, BloodNet USA, All Children's Hospital, Lakeland Surgical & Diagnostic Center, Polk County Sheriff's Office, City of Lakeland, Detroit Tigers, City of Auburndale, St. Lucie County, School Board of Polk County, Hillsborough County Public Schools, Florida Southern College, the Ledger, TRUIST Bank, Polk State College, the City of Bartow, City of Winter Haven, City of Mulberry, and many others.

TAB 1- EXECUTIVE SUMMARY

Our vision for this project is simple. From the first day of preconstruction to the last day of construction, we commit to be the best partner, the best neighbor, the best contractor and provider of services. We will accomplish this by working hard every day to assist in meeting every goal from delivering the perfect design, staying on budget, maintaining the schedule, and overcoming any other project challenges that may arise. As we have proven in the past, our team has the experience and commitment to be an invaluable asset to Polk County and the Polk County Medical Examiner's Office, and we are committed to doing whatever it takes to make this project a success. If you have any questions pertaining to the information provided, please do not hesitate to contact me.

Sincerely,

Jason Rodda
CEO / President
250 E. Highland Drive
Lakeland, FL 33813
Phone- 863-669-0990
jason@roddaconstruction.com

ITEM D) - LICENSE AND CORPORATE INFORMATION

Rodda Construction, Inc. is a certified Corporation, and a Certified General Contractor in the State of Florida. We have been in business for over thirty six years, and have successfully constructed hundreds of projects using the Construction Management delivery system. We are able and capable to provide the services as outlined in the Scope of Services and F.S.287.055. In accordance with Florida Statute 287.087 Rodda Construction, Inc. is a Drug Free Workplace.

Please see Tab 9 for our Florida Certificate of Good Standing.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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

RODDA, JOHN JASON

RODDA CONSTRUCTION, INC.
250 EAST HIGHLAND DRIVE
LAKELAND FL 33813

LICENSE NUMBER: CGC1506703

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/10/2024

Do not alter this document in any form.

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

ITEM E)

We have not experienced any litigation, major disputes, contract defaults, or liens in the last 10 years.

TAB 2- APPROACH TO PROJECT

A) APPROACH TO PRE-CONSTRUCTION SERVICES

BUDGET ESTIMATING- As the project design progresses, detailed budgets will be developed by our estimators and project manager at each stage. **Having delivered hundreds of complex, multi-phase expansions and renovations for surgical, medical and office facilities throughout Polk County,** we have developed a creditable historical cost database available to be utilized on this project. We will utilize our experience and subcontractor relationships to develop and validate a conceptual budget. We think long and hard about the design before putting numbers to it. We also make sure the effort is a fully collaborative one involving time, manpower and equipment needed. Envisioning the budget based on the design criteria is a key and crucial step in the process, and we are known for developing extremely accurate cost estimates at the schematic design, design development, permit, and 100% Construction Document stages of the drawings.



VALUE ENGINEERING- We will take a disciplined approach to analyze the functional requirements the proposed design elements in order to achieve the lowest total cost (construction, operating, and maintenance) over the life of the project. Early in the design process, we offer our vast knowledge of construction costs when basic materials and various architectural, structural, utility systems, and construction methods are under consideration. Our team will scrutinize each scope of work and element in the building to determine if there are alternate materials or methods of construction that still meet the design intent, but can be done in a more cost effective manner. We seek unique solutions, and look to subcontractors and suppliers for input as well in the process, all the while remaining sensitive to the mandatory project requirements and design elements under consideration. In many cases, time and money can be saved simply by changing a construction detail in the plans to something that is easier to build. Our goal through-out the Value Engineering process is to develop a final product that maximizes the dollars spent by Polk County, while maintaining the architectural intent of the project, and maximizing the life span of the facility.

CONSTRUCTABILITY RECOMMENDATIONS- We will develop an estimate based on the current program and the site and building systems under consideration. This will enable the preconstruction team to identify costs, as well as assist in final program development in the most effective way. During the design stages, we will analyze proposed systems, considering the current price and availability of materials and labor, life cycle costs, procurement durations, and other factors. We also look for coordination issues with the draws between the Structural, Mechanical, Plumbing, Electrical and site plans and how they interface with the Architectural plans. As we have on all of our previous projects, as soon as we are selected, our staff will work with Polk County and the design team to look over all options for methods and means of construction for the project.

We feel that honest and open dialogue between all parties in the precon phase leads to the greatest benefit for the Owner. **It is easiest to make changes to design before plans are fully developed.** We see our task as working closely with the architect in translating the design concept into real cost and then managing the ideas back into the desired project budget goals, if course correction is necessary.



MASTER PROJECT SCHEDULE-

Together with the owner and design team, we will immediately develop a master schedule that incorporates all critical pre-construction and construction activities including design milestones, state and local authority approvals, Owner tasks, and construction durations. This will provide for early control of the process allowing for timely decisions and actions of the project team. We are ever mindful that the project schedule can have a significant impact on cost. We will continue to reevaluate the proposed sequences, milestone dates and durations to create the most efficient path to project completion.

B) DETAILED BIDDING APPROACH AND GMP COMPILATION

COMPETITIVE SUBCONTRACTOR BIDDING-

By developing for each trade a thorough scope of work, and a breakdown of the work, we ensure that all responses are complete and easily comparable. We are committed to an open bid process, and our W/MBE bidding plan and successes are detailed later in this proposal. Our fair solicitation, prequalification, and bid packaging efforts ensure a minimum of three competitive bids on every trade from subs and suppliers, which will **facilitate the most competitive bidding environment possible, leading to lower costs!** We will schedule opportunities for each trade to come on site and view existing conditions and to clarify and discuss any questions they may have. Effective bid management is the key to obtaining competitive pricing from qualified subs and for controlling the budget of a project. Well informed bidders, with adequate time to quote, and clear scopes to bid, submit lower prices because there are fewer misunderstandings and assumptions.

BEST PRICING DUE TO UNMATCHED LOCAL SUBCONTRACTOR PARTICIPATION- With thousands of projects successfully completed over the past 36+ years, we have developed an unmatched relationship with the local sub and supplier base. There are numerous local qualified subcontractors in every division, and their participation on our projects leads to a feeling of ownership and pride in every job, which in turn **will lead to better pricing and quality on this project.** Our team routinely receives the best pricing in the area due to our exhaustive pre-bidding work, our exceptional relationships with local subs, and our reputation in the industry. Knowing they are on a level playing field, subs are more confident in the potential of these projects being a success, so they are more willing to give us lower pricing, which will once again lead to **maximum cost savings on this project!**

GMP DEVELOPMENT- After the bids are received, we perform a though evaluation of the responses to validate that the scope is all embracing and all-inclusive, and represent the highest quality and the best value for Polk County. After the decisions are made on the various trades, we will complete the budgeting process to culminate with the development of the GMP. We will compile an exhaustive and complete list of the total cost for the project, with accurate, detailed and validated sub bids and all other associated costs. We will work tirelessly to make sure that all questions are resolved during the pre-construction phase **so that the GMP will be the lowest possible price!**

C) OWNER DIRECT MATERIALS PROJECT PROGRAM- We have completed hundreds of projects for government entities and other non-profit agencies over the past 36+ years, saving our clients over $5M. Penny Moore in our office is dedicated to this program and she will organize the PO packages to be sent to Polk County. Our office generates all of the paperwork, taking the entire burden off of your staff. All bills are then approved by Rodda personnel, and then you are only responsible for paying for the materials. **We do all of the work, you realize all of the benefits!**



D) APPROACH TO PROJECT MANAGEMENT AND CONSTRUCTION

Once the pre-construction efforts have been completed, we will guide the project team into the construction phase. Here, we have the programs and procedures in place to plan and coordinate the performance, design, procurement, and construction functions of your project with the objectives of completing the project on schedule and within budget. This philosophy will ensure the overall success of this new facility. Our extensive experience gives our team considerable knowledge and skills to manage and administer projects of this size and complexity. We understand the requirements of medical facilities, including the uniqueness of maintaining 100% operations at all times during the expansion and renovation. Our organizational structure fosters smoothly-run projects and higher-end results. **We have experience working on security-sensitive projects requiring Level II background checks, as well as in unique settings that involve meeting sensitive privacy requirements.** There is direct communication between the Project Managers and Field Superintendents, with supervision of each group coming from Jodie and Jason Rodda directly. This allows the Project Manager and Superintendent, who have the direct technical knowledge of the project documents to work together on a daily basis to coordinate activities, schedule work, and communicate issues effectively with all parties. However, as they do on all projects, Jason and Jodie Rodda still have close administration over each job.

E) QUALITY ASSURANCE- One of the key issues on all of our projects is compliance with the design documents and the delivery of high quality performance. Our projects exemplify our company culture of quality and contract compliance, and represent the highest standard in the industry. Each aspect of our work product contains the elements necessary to assure the highest quality will be achieved on this project. We will develop a comprehensive Quality Control System for this project that begins with our preconstruction services and continues through post-construction, operation and maintenance. We take pride in every facility we turn over, and demand that our tradespeople and subcontractors do as well. By focusing on doing things right, we eliminate duplicate and corrective work that can delay project progress, and hinder the completion of a job. It is our goal to complete every portion of the project right, the first time. However, as we have proven over time, we stand behind our work, and **we are long-term partners with Polk County in always doing what it takes to make each project a success**. We are a local firm, minutes away from this site, and we will respond immediately if necessary to correct issues once the facility is in use, ensuring common warranty items do not adversely affect the buildings.

FSC DEPARTMENT OF PHYSICAL THERAPY BUILDING Lakeland, Florida





An 18,000 SF, two-story Laboratory and Classroom Building on South Florida Avenue in Lakeland, Florida, designed to support advanced healthcare and science education. The facility features one-of-a-kind cadaver laboratories, including temperature and humidity controlled cadaver storage, physical therapy spaces, high-tech classrooms, a flexible learning space, workrooms, faculty offices, and common areas for collaboration. Distinctive architectural elements include cast-in-place concrete walls and expansive glass features that create an open, light-filled environment. The building was planned to foster hands-on learning and professional training in a state-of-the-art setting.

SERVICES PROVIDED FOR OPTIMUM VALUE

Throughout this successful Construction Management project, Rodda provided a full range of services aligned with each project phase. During Preconstruction, the team delivered schematic options pricing, systems and product analysis, value engineering, and detailed cost estimating. Rodda coordinated contract documents and developed project scheduling to guide early planning. A guaranteed maximum price (GMP) was established to maintain cost control. In the construction phase, Rodda managed planning and logistics, subcontractor procurement, project accounting, and on-site supervision. The project concluded with thorough close-out and commissioning, followed by post-occupancy services to ensure long-term success and client satisfaction.

PROJECT OWNER & USER

Florida Southern College
Terry Dennis
111 Lake Hollingsworth Dr.
Lakeland, FL 33803
863-680-3937 (phone)

COMPLETED

2019

PROJECT SIZE

19,500 SF

KEY PERSONNEL INVOLVED

Jason Rodda, Project Manager
Jodie Rodda, Vice President
Jeff Sandman, Precon Manager
Lisa Miller, Project Accountant
Ed Holly, Superintendent

ORIGINAL CONTRACT VALUE

$7,594,344.00

FINAL COST

$5,734,000.00

CHANGE ORDER SUMMARY

-Owner Direct Purchase of Materials
-No change orders or time extensions for unforeseen circumstances or design errors

WHY RELEVANT?

- Temperature and Humidity Controlled Cadaver Storage
- Advanced Labs
- Medical Project
- Major Expansion and Renovation
- Adv. Technology Spaces
- Extensive HVAC & IAQ Requirements
- Fast Track Project
- Administration Areas
- Local Subs and Suppliers
- Multi-Phased Project
- Sales Tax Savings
- Located in Polk County
- Similar Size, Scope & Complexity

LAKELAND REGIONAL CANCER CENTER EXPANSION & RENOVATION

Lakeland, Florida







The first state-of-the-art facility designed specifically for cancer treatment in Polk County. The Cancer Center houses areas for admissions, doctor's offices, nurses stations, infusion therapy, conference rooms, a library, examining rooms, therapy areas, surgery administration offices and two vault treatment areas for radiation. Rodda was also selected for a project that included extensive additions and renovations to the Cancer Treatment Center. This project created additional patient treatment areas, a surgical suite, patient exam rooms, Physicians' offices, medical records storage, pharmacy renovations, office areas, and included a pneumatic tube system. This project involved heavy Infection Control work in order to complete the work without disruption to the patients in the occupied facility.

SERVICES PROVIDED FOR OPTIMUM VALUE

Throughout this successful Construction Management project, Rodda provided a full range of services aligned with each project phase. During Preconstruction, the team delivered schematic options pricing, systems and product analysis, value engineering, and detailed cost estimating. Rodda coordinated contract documents and developed project scheduling to guide early planning. A guaranteed maximum price (GMP) was established to maintain cost control. In the construction phase, Rodda managed planning and logistics, subcontractor procurement, project accounting, and on-site supervision. The project concluded with thorough close-out and commissioning, followed by post-occupancy services to ensure long-term success and client satisfaction.

PROJECT OWNER & USER

Lakeland Regional Health
Elaine Thompson
1324 Lakeland Hills Blvd.
Lakeland, FL 33805
610-554-0022 (phone)

COMPLETED

2017

PROJECT SIZE

90,000 SF

KEY PERSONNEL INVOLVED

Jason Rodda, Project Manager
Jodie Rodda, Vice President
Jeff Sandman, Precon Manager
Lisa Miller, Project Accountant
Ed Holly, Superintendent

ORIGINAL CONTRACT VALUE

$12,183,305.00

FINAL COST

$10,125,357.00

CHANGE ORDER SUMMARY

-Owner Direct Purchase of Materials
-No change orders or time extensions for unforeseen circumstances or design errors

WHY RELEVANT?

- Advanced Surgical Procedure Rooms
- Medical Project
- Major Expansion and Renovation
- Adv. Technology Spaces
- Extensive HVAC & IAQ Requirements
- Integrated Security
- Administration Areas
- Sensitive Privacy Requirements
- Project on an Occupied Campus
- No Disruption to On-Going Medical Activities
- Multi-Phased Project
- Sales Tax Savings
- Local Subs and Suppliers
- Fast Track Project
- Similar Size, Scope and Complexity
- Located in Polk County

LAKELAND REGIONAL HEALTH GRASSLANDS CAMPUS Lakeland, Florida







This new 2-story, LEED certified medical facility houses new offices, exam, diagnostic and procedures areas for Lakeland Regional Health Systems including OB-GYN, ENT, Pulmonary, Primary Care, Imaging, Orthopedics, Wound Care, Adult and Pediatric Rehabilitation centers, as well as staff offices, nursing stations, storage, and other areas.

SERVICES PROVIDED FOR OPTIMUM VALUE

Throughout this successful Construction Management project, Rodda provided a full range of services aligned with each project phase. During Preconstruction, the team delivered schematic options pricing, systems and product analysis, value engineering, and detailed cost estimating. Rodda coordinated contract documents and developed project scheduling to guide early planning. A guaranteed maximum price (GMP) was established to maintain cost control. In the construction phase, Rodda managed planning and logistics, subcontractor procurement, project accounting, and on-site supervision. The project concluded with thorough close-out and commissioning, followed by post-occupancy services to ensure long-term success and client satisfaction.

PROJECT OWNER & USER

Lakeland Regional Health
Elaine Thompson
1324 Lakeland Hills Blvd.
Lakeland, FL 33805
610-554-0022 (phone)

COMPLETED

2017

PROJECT SIZE

60,000 SF

KEY PERSONNEL INVOLVED

Jason Rodda, Project Manager
Jodie Rodda, Vice President
Jeff Sandman, Precon Manager
Lisa Miller, Project Accountant

ORIGINAL CONTRACT VALUE

$15,000,000.00

FINAL COST

$12,984,729.00

CHANGE ORDER SUMMARY

-Owner Direct Purchase of Materials
-No change orders or time extensions for unforeseen circumstances or design errors

WHY RELEVANT?

- Advanced Surgical Procedure Rooms
- Medical Project
- Adv. Technology Spaces
- Extensive HVAC & IAQ Requirements
- Integrated Security
- Fast Track Project
- Administration Areas
- Project on an Occupied Campus
- No Disruption to On-Going Medical Activities
- Local Subs and Suppliers
- Multi-Phased Project
- Sales Tax Savings
- Located in Polk County
- Similar Size, Scope & Complexity

LAKELAND VOLUNTEERS IN MEDICINE

Lakeland, Florida







The Lakeland Volunteers in Medicine Clinic was designed to serve as a comprehensive medical home for Polk County's working uninsured, featuring patient intake and admissions areas, multiple doctors' offices, diagnostic testing suites, laboratory space, ultrasound and x-ray rooms, and a full-service pharmacy, along with dedicated spaces for CT and MRI scans.

SERVICES PROVIDED FOR OPTIMUM VALUE

Throughout this successful Construction Management project, Rodda provided a full range of services aligned with each project phase. During Preconstruction, the team delivered schematic options pricing, systems and product analysis, value engineering, and detailed cost estimating. Rodda coordinated contract documents and developed project scheduling to guide early planning. A guaranteed maximum price (GMP) was established to maintain cost control. In the construction phase, Rodda managed planning and logistics, subcontractor procurement, project accounting, and on-site supervision. The project concluded with thorough close-out and commissioning, followed by post-occupancy services to ensure long-term success and client satisfaction.

PROJECT OWNER & USER

Lakeland Volunteers in Medicine
Alice Koehler
600 W Peachtree St
Lakeland, FL 33815
863-688-5846 (phone)

COMPLETED

2020

PROJECT SIZE

15,000 SF

KEY PERSONNEL INVOLVED

Jason Rodda, Project Manager
Jodie Rodda, Vice President
Jeff Sandman, Precon Manager
Lisa Miller, Project Accountant

ORIGINAL CONTRACT VALUE

$5,000,000.00

FINAL COST

$4,400,000.00

CHANGE ORDER SUMMARY

-Owner Direct Purchase of Materials
-No change orders or time extensions for unforeseen circumstances or design errors

WHY RELEVANT?

- Advanced Surgical Procedure Rooms
- Medical Project
- Adv. Technology Spaces
- Extensive HVAC & IAQ Requirements
- Integrated Security
- Administration Areas
- Sales Tax Savings
- Local Subs and Suppliers
- Fast Track Project
- Located in Polk County
- Similar Size, Scope and Complexity

YMCA SOUTH LAKELAND EXPANSION

Lakeland, Florida







As part of a significant multi-phase expansion and renovation, this project is transforming the facility into a premier destination for wellness and community engagement, all while remaining fully operational. The project includes the construction of a state-of-the-art wellness complex, featuring updated equipment and expanded spaces for group classes. A 40,000-square-foot, two-story field house is also being added, incorporating two basketball courts, an indoor turf field, and an elevated indoor track, offering versatile athletic opportunities. This transformative initiative is being executed seamlessly in phases, minimizing disruption and ensuring continued access for the community throughout construction. This schedule critical project is being completed on an occupied campus, with no interruptions to daily activities!

SERVICES PROVIDED FOR OPTIMUM VALUE

Throughout this successful Construction Management project, Rodda is providing a full range of services aligned with each project phase. During Preconstruction, the team delivered schematic options pricing, systems and product analysis, value engineering, and detailed cost estimating. Rodda coordinated contract documents and developed project scheduling to guide early planning. A guaranteed maximum price (GMP) was established to maintain cost control. In the construction phase, Rodda managed planning and logistics, subcontractor procurement, project accounting, and on-site supervision. The project concluded with thorough close-out and commissioning, followed by post-occupancy services to ensure long-term success and client satisfaction.

PROJECT OWNER & USER

YMCA of West Central Florida
3620 Cleveland Heights Blvd
Lakeland, FL 33803
Elaine Thompson
610-554-0022 (phone)

COMPLETED

to be completed in 2025

PROJECT SIZE

75,000 SF

KEY PERSONNEL INVOLVED

Jason Rodda, Project Manager
Jodie Rodda, Vice President
Jeff Sandman, Precon Manager
Lisa Miller, Project Accountant
Ed Holly, Superintendent

ORIGINAL CONTRACT VALUE

$21,000,000.00

FINAL COST

currently under budget

CHANGE ORDER SUMMARY

-Owner Direct Purchase of Materials
-No change orders or time extensions for unforeseen circumstances or design errors

WHY RELEVANT?

- Major Expansion and Renovation
- Extensive HVAC & IAQ Requirements
- Integrated Security
- Sensitive Privacy Requirements
- Project on an Occupied Campus
- No Disruption to On-Going Activities
- Located in Polk County
- Multi-Phased Project
- Sales Tax Savings
- Local Subs and Suppliers
- Fast Track Project
- Similar Size, Scope and Complexity

TAB 3- EXPERIENCE AND EXPERTISE

ITEM II) ORGANIZATIONAL CHART



We have carefully selected this project team to meet the needs of Polk County for the Medical Examiner Expansion & Renovation project. Your project team will consist of a project executive, preconstruction manager, project manager, project coordinator, general superintendent, site superintendent and others as needed. Each member of your project team will monitor your project and provide direction to those on the job-site. **As we have in the past, this proven team will ensure the project is completed on time, within budget and with the quality standards set forth in the design phase. This team has successfully completed numerous public entity projects, has worked successfully with the Polk County many times, so we will have no learning curve on this project.**

Our Construction Management (CM) approach applies effective techniques to the planning, design, and construction of a project from preconstruction to project completion with the objective to control time, cost and quality. You benefit from our pre-planning, design, construction, engineering and management expertise that has been refined throughout our history of building in central Florida. As your CM, we are your advocate, combining detailed technical knowledge with a commitment to meeting your needs. The development of your project will begin once the project is awarded. The team assigned to your project will begin the preconstruction activities, working hand-in-hand with our preconstruction team, the Owner, and the design team.



JASON RODDA

PROJECT MANAGER

Jason's responsibilities include scheduling, constructability analysis, systems analysis, design review, budget estimating, value engineering, life cycle cost analysis, subcontractor solicitation, scope writing and verification cost control, submittal reviews, quality control, and transition planning. He works with the project team to ensure compliance with all regulations, and that the project is completed successfully. **As a Certified Health Care Constructor, Jason is uniquely qualified to lead this complicated multi-phase project successfully.** Jason will dedicate as much time as required for this project.

BACKGROUND

23 Years in the Industry
23 Years with Rodda Construction
23 Years of Public Entity CMAR Experience in Polk County

University of Florida
Master of Business Administration
Florida Southern College
Bachelor of Business Administration

Certified General Contractor # CG-C1506703

LEED AP BD + C

Certified Healthcare Constructor

40 Hours of BIM Training

OSHA HAZWOPER 40 Hour Certified

COMMUNITY INVOLVEMENT

Florida Southern College Board of Trustees

Lakeland Chamber of Commerce

Givewell Community Foundation Board of Directors

TRUIST Polk County Board of Advisors

Academy Prep Board of Directors

PLACE OF RESIDENCE

Lakeland, FL

OFFICE LOCATION

Lakeland, FL
(only office location)

RELATED EXPERIENCE

Lakeland Regional Cancer Center Renovation & Expansion | Lakeland, FL
$12,183,305.00 | 90,000 SF | CM at Risk Surgical Medical Facility on an Occ. Campus

Lakeland Regional Health- Grasslands Medical Wellness Center | Lakeland, FL
$15,000,000.00 | 60,000 SF | CM at Risk Surgical Medical Facility

Lakeland Volunteers in Medicine | Lakeland, FL
$12,183,305.00 | 90,000 SF | CM at Risk Surgical Medical Facility

Florida Southern College Center for Physical Therapy | Lakeland, FL
$7,594,344.00 | 19,500 SF | CM at Risk Medical Facility

YMCA South Lakeland Expansion | Lakeland, FL
$12,183,305.00 | 90,000 SF | CM at Risk Facility on an Occ. Campus

Florida Southern College Blanton Graduate Nursing Building | Lakeland, FL
$3,000,000.00 | 38,400 SF | CM at Risk Medical Facility on an Occ. Campus

Lakeland Surgical Center | Lakeland, FL
$2,000,000.00 | 7,000 SF | CM at Risk Surgical Medical Facility on an Occ. Campus

Lakeland Regional Health Wound Care Facility | Lakeland, FL
$1,000,000.00 | 10,000 SF | CM at Risk Surgical Medical Facility on an Occ. Campus

BloodNet USA | Lakeland, FL
$5,000,000.00 | 45,000 SF | CM at Risk Medical Facility on an Occ. Campus

All Children's Specialty Care | Lakeland, FL
$3,000,000.00 | 20,000 SF | CM at Risk Surgical Medical Facility

V.A. Medical Center | Lakeland, FL
$5,000,000.00 | 20,000 SF | CM at Risk Surgical Medical Facility on an Occ. Campus

Mulberry High School Campus Modernization | Mulberry FL
$35,953,000.00 | 200,000 SF | CM at Risk Public Entity Facility on an Occ. Campus

Bella Citta K-8 | Davenport, FL
$57,800,000.00-comb | 244,447 SF-comb | CMAR Public Entity Facility on an Occ. Cam.

Advent Field House at Chain of Lakes Park | Winter Haven, FL
$18,500,000.00 | 87,000 SF | CM at Risk Public Entity Facility on an Occ. Campus

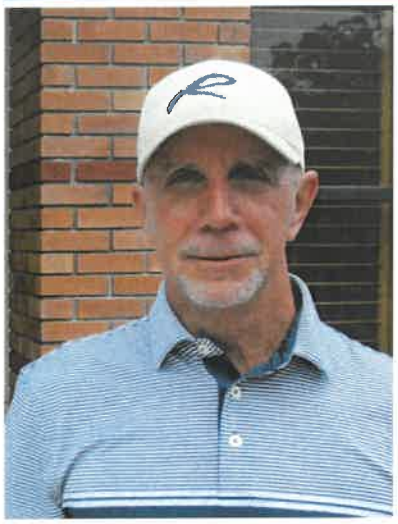
Florida Southern College Business Building | Lakeland, FL
$15,975,881.00 | 50,000 SF | CM at Risk Facility on an Occ. Campus

Davenport Elementary School | Davenport, FL
$27,849,779.00 | 119,000 SF | CM at Risk Public Entity Facility on an Occ. Campus

Joker Marchant Stadium | Lakeland, FL
$31,500,000.00 | 190,000 SF | CM at Risk Public Entity Facility on an Occ. Campus

Florida Southern College Humanities Building | Lakeland, FL
$6,793,464.00 | 30,000 SF | CM at Risk Facility an Occ. Campus

Florida Southern College Computer Sciences Building | Lakeland, FL
$7,594,344.00 | 19,500 SF | CM at Risk Facility an Occ. Campus



JODIE RODDA

SR VP OF CONSTRUCTION

Jodie manages the project superintendents for each of Rodda Construction's projects. He will work with the project superintendent and Polk County staff as an extra set of eyes to ensure the project is being completed on-time, and to the Polk County's rigorous specifications. He is truly a public entity construction expert who has successfully coordinated thousands of projects in Polk County and across Central Florida. Jodie will dedicate as much time as required for this project.

BACKGROUND

48 Years in the Industry
35 Years with Rodda Construction
8 Years with Andras Construction
5 Years as a Carpenter
35 Years of Public Entity CMAR Experience in Polk County
Lakeland High School - 1977

COMMUNITY INVOLVEMENT

Leadership Lakeland- 2003

PLACE OF RESIDENCE

Lakeland, FL

OFFICE LOCATION

Lakeland, FL
(only office location)

RELATED EXPERIENCE

Lakeland Regional Cancer Center Renovation & Expansion | Lakeland, FL
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Florida Southern College Computer Sciences Building | Lakeland, FL
$7,594,344.00 | 19,500 SF | CM at Risk Facility an Occ. Campus



JEFF SANDMAN

PRECONSTRUCTION MANAGER

As the Preconstruction Manager, Jeff's responsibilities include systems analysis, design review, budget estimating, value engineering, life cycle cost analysis, subcontractor solicitation, schedule development assistance, scope writing and verification. Jeff has been involved with hundreds of public entity projects over the past 23 years. Jeff will dedicate as much time as required for this project.

BACKGROUND

23 Years in the Industry
23 Years with Rodda Construction
23 Years Public Entity CMAR Experience in Polk County

University of N. Florida
Bachelor of Building Construction

Vanderbilt University

30 Hours of BIM Training

COMMUNITY INVOLVEMENT

Florida Children's Museum-Board of Directors

Deacon at Trinity Presbyterian Church

PLACE OF RESIDENCE

Lakeland, FL

OFFICE LOCATION

Lakeland, FL
(only office location)

RELATED EXPERIENCE

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$12,183,305.00 | 90,000 SF | CM at Risk Surgical Medical Facility on an Occ. Campus

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$12,183,305.00 | 90,000 SF | CM at Risk Surgical Medical Facility

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YMCA South Lakeland Expansion | Lakeland, FL
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$3,000,000.00 | 38,400 SF | CM at Risk Medical Facility on an Occ. Campus

Lakeland Surgical Center | Lakeland, FL
$2,000,000.00 | 7,000 SF | CM at Risk Surgical Medical Facility on an Occ. Campus

Lakeland Regional Health Wound Care Facility | Lakeland, FL
$1,000,000.00 | 10,000 SF | CM at Risk Surgical Medical Facility on an Occ. Campus

BloodNet USA | Lakeland, FL
$5,000,000.00 | 45,000 SF | CM at Risk Medical Facility on an Occ. Campus

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Davenport Elementary School | Davenport, FL
$27,849,779.00 | 119,000 SF | CM at Risk Public Entity Facility on an Occ. Campus

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Florida Southern College Computer Sciences Building | Lakeland, FL
$7,594,344.00 | 19,500 SF | CM at Risk Facility an Occ. Campus



ED HOLLY

SUPERINTENDENT

Ed is responsible for all work on the jobsite, which primarily consists of project scheduling, quality control, field documentation and safety meetings. Other duties include maintaining and managing an adequate work force, assuring the scope of work is accomplished according to plans and specifications, coordinating materials and equipment to ensure they are available when needed. Ed is meticulous in his oversight of each project to ensure it is completed correctly, and on-time. Ed will be devoted to this project full time.

Lakeland Regional Cancer Center Renovation & Expansion- Lakeland, FL
$12,183,305.00 | 90,000 SF | CM at Risk Surgical Medical Facility on an Occ. Campus

Florida Southern College Center for Physical Therapy- Lakeland, FL
$7,594,344.00 | 19,500 SF | CM at Surgical Risk Medical Facility

YMCA South Lakeland Expansion | Lakeland, FL
$12,183,305.00 | 90,000 SF | CM at Risk Facility on an Occ. Campus

Lakeland Surgical Center | Lakeland, FL
$2,000,000.00 | 7,000 SF | CM at Risk Surgical Medical Facility on an Occ. Campus

Lakeland Regional Cancer Center | Lakeland, FL
$10,000,000.00 | 40,000 SF | CM at Surgical Risk Medical Facility

Lakeland Regional Cancer Center Addition | Lakeland, FL
$9,775,000.00 | 27,000 SF | CM at Risk Surgical Medical Facility on an Occ. Campus

Florida Southern College Blanton Graduate Nursing Building | Lakeland, FL
$3,000,000.00 | 38,400 SF | CM at Risk Medical Facility on an Occ. Campus

Bella Citta K-8 | Davenport, FL
$57,800,000.00-comb | 244,447 SF-comb | CMAR Public Entity Facility on an Occ. Cam.

Florida Southern College Business Building, - Lakeland, FL
$15,975,881.00 | 50,000 SF | CM at Risk Facility on an Occ. Campus

Davenport Elementary School- Davenport, FL
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BloodNet USA | Lakeland, FL
$5,000,000.00 | 45,000 SF | CM at Risk Medical Facility on an Occ. Campus

V.A. Medical Center | Lakeland, FL
$5,000,000.00 | 20,000 SF | CM at Risk Surgical Medical Facility on an Occ. Campus

Florida Southern College Humanities Building - Lakeland, FL
$6,793,464.00 | 30,000 SF | CM at Risk Facility on an Occ. Campus

Barnett Residential Life Center, Florida Southern College | Lakeland, FL
$15,000,000.00 | 70,000 SF | CM at Risk Facility on an Occ. Campus

Lakeland Regional Medical Center Oates Building | Lakeland, FL
$1,000,000.00 | 40,000 SF | CM at Risk Medical Facility Project on an Occ. Campus

Highlands Grove Elementary- Lakeland, FL
$16,500,000.00 | 78,000SF | CM at Risk Public Entity Facility on an Occ. Campus

BACKGROUND

40 Years in the Industry
25 Years with Rodda
15 Years with Other Contractors
38 Years of Medical and Office Facility Experience

Parsippany High School- 1978
U.S. Navy Seabees- 4 years

Certified General Contractor # CG-C1508306

OSHA 40 Hour Certified

PLACE OF RESIDENCE

Lakeland, FL

OFFICE LOCATION

Lakeland, FL
(only office location)

TAB 4- SCHEDULING AND COST CONTROL

A, B AND C) COMPUTERIZED SCHEDULING- With considerable experience, and familiarity with all types of construction methods, our staff has the insight needed to create and maintain accurate schedules. We understand the value of a schedule that properly reflects all of the Owner's requirements, accurate installation sequences, and realistic durations so that it may be used as a management tool to monitor and direct job progress. The schedule is a primary issue from project conception through completion. It will address all factors both on-site & in the design studio. We use Primavera SureTrack Scheduling software which interfaces with our own project management software. Our Critical Path Method schedules are **extremely detailed,** & broken into several sections:

- Preconstruction Activities (such as schematic plans, schematic budgeting, Owner review, and GMP)
- Construction Activities (each portion of the project is detailed and tied into subsequent tasks)
- Post Construction Activities (such as final inspections, punch list, cleaning, & move-in)

CONSTRUCTION SCHEDULE- We develop detailed 3-week manpower schedules to ensure that the most effective number of workers are on-site each day to **complete each task as efficiently as possible.** We define work activities with sufficient detail to include and coordinate the work of all subcontractors. This will help identify the necessary precedent activities and stacking of work for efficient crew sizing. On-site, daily morning meetings with all subcontractors will be conducted by the management team to review progress, **resolve problems in a timely manner, and to drive production.** We hold weekly management meetings with your staff and the design team to provide an overview of the project.



SUCCESSFULLY MANAGING RFIs AND ASIs- Every project will experience Requests for Information and Architects' Supplemental Instructions, **but our approach ensures they will not negatively affect the project schedule or cost.** By conducting constructability reviews during pre-construction, and carefully considering options and solutions during construction, we bring up questions well before they will impact the project schedule. This also gives the team the largest array of solutions, leading to correct responses that do not impact the cost of the project. Our computerized Project Management software helps to organize, distribute, and track the issuance of all RFIs and ASIs, and helps keep each team member accountable to produce the necessary items to keep the project moving successfully ahead. Through frequent jobsite meetings, and an open line of communications, our PM will **proactively inform the Architect and Owner of project progress and any issues that may arise during construction.** We will ensure that everyone has the info they need to be a valuable and successful team member.

COORDINATION OF SUBCONTRACTORS / SCHEDULES / SHOP DRAWINGS-



We develop an overview schedule with a sufficient level of detail to define the scope of work for all subcontractors. All subs then receive a copy of the schedule to review and develop a detailed Critical Path project schedule for their particular scope of work. This info is then incorporated back into the overall project schedule. This review and input is essential to obtain "buy-in" by the subs. To establish and maintain an orderly system for the submission, review, approval and distribution of shop drawings and submittals, we will develop a detailed submittal schedule, and then meet with the design team to review the submittal chart and procurement schedule. This detailed team coordination, prior to the submission of the first set of shop drawings, will ensure strict compliance with the needs of the approving authority, while maintaining the overall schedule. To guarantee the shop drawings are responsive to the needs of the project, and are prepared with the awareness of other trades' requirements, we will prepare a submittal directive for each sub. This detailed listing of items required to be submitted will tie into the overall project schedule, so that any deviations can be quickly identified and addressed. By defining each necessary work activity in great detail, Rodda includes each sub's scope of work, and coordinates the project from planning to completion. Shop drawing schedules are developed in sufficient detail to control all major sub's scopes of work and target/ identify long lead items. This allows us to develop plans to expedite their purchase and delivery to ensure the project schedule is maintained. The project manager will thoroughly review each shop drawing and submittal, with assistance from the project superintendent for building structural and constructability reviews. Once all items are determined to be complete and correct, the submittals are logged in and sent to the Architect for their review. After review, the shop drawings are forwarded back to the sub and a copy is sent to the jobsite.

D) HOLDING PROJECTS WITHIN BUDGET- With limited construction funds, we have to be sure that every dollar expended garners maximum value for Polk County. The outcome of our cost control measures will result in tight adherence to accurate budgets, enhanced program value, extended life cycles and improved efficiency and performance of facilities. We thoroughly pre-qualify all subcontractors to ensure we have the highest quality subs and suppliers bidding the job. By focusing on soliciting bids from our qualified local and/or WMBE firms, we have enjoyed great successes on previous projects.

COST CONTROL DURING CONSTRUCTION-

Our cost control efforts continue through direct involvement by our firm's Owners in the project, selecting the most qualified subs and managing them effectively, monitoring job performance, maintaining strict adherence to the schedule, being attentive to safety and monitoring costs relative to the GMP. Rigorous cost control ensures that the cost savings and value-added items that were implemented during the design phase are maintained that the project is kept on budget during construction. We strive to run each project as efficiently as possible, and to be proactive in all situations. Each of our project Superintendents and Project Managers are experts at "in the field" problem solving, and we also feel that quality control is a key to controlling cost. We do the job right the first time, which eliminates costly rework.

TAB 4- SCHEDULING AND COST CONTROL

Our personnel are builders, as well as managers, meaning we do more than report problems- we continually develop innovative, cost-effective solutions. **This leads to cost savings during construction on almost all of our projects, and helps our owners save money on the original project scope in order to re-invest in additional value-added features!** Our field management continuously maintains detailed accounting of the project through-out construction. Our cost reports are comprehensive and will be responsive to the specific needs of Polk County. Each month, a project control meeting will be held to review projected costs, identify problem areas and corrective actions and discuss scheduling and project status. These forecast report and monthly project status report are communication tools throughout the project team to ensure the project is successful. Both at the jobsite and at the home office, Rodda provides cost accounting to assist in project forecasting, ensure data integrity, and perform cost analysis. These efforts culminate in an up-to-date financial status included in the monthly report, and ensure the containment of construction costs. This prompt action reduces any delays and directly controls costs. **We operate in a completely transparent and open-book environment through-out each of our projects.**

COST CONTROL CASE STUDY- POLK STATE COLLEGE- ADVANCED TECHNOLOGY CENTER





The Challenge: With a generous gift of land and funds from the Clear Springs company, Polk State College set out to transform their Corporate College program with an innovative building in Bartow to expand the breadth and quality of the training they could offer to Polk County. However, when matching funds were not approved, the ambitious project faced challenges to retain the unique design of the building with a smaller budget. Polk State College selected Rodda Construction to help them meet this challenge.

The Solution: Our project team lead a detailed effort that involved changing the HVAC & plumbing designs to incorporate less expensive materials and increase their functionality, redesigning the building controls system, suggesting alternate ceiling materials, and changing the structural elements of the building to save money and time. **In the end, our team developed a list of 114 VE items, and helped to save over $1,000,000.00 from the original project budget, all while maintain the project design and intent throughout the building.**

The Result: This amazing building took shape out of the orange groves in Bartow, and remained on-budget and on-schedule to completion. With the project's successful opening, Polk State's dream to have a world-class Advanced Technology Center to train the workers in our community has become a reality!

F) COST CONTROL FOR FEE PERCENTAGES- As is the process with each of our projects, we strive to deliver the lowest costs and most efficient systems to each of our Owners. Having completed hundreds of medical and office projects in Polk County over the past 36+ years, we understand what costs will be incurred during this project, and we will be able to deliver this project to the County for the lowest total price. On a typical project of this size, the pre-con fee is 1%, General Conditions costs typically are 5%, and the CM fee is 4% of the GMP subtotal. Our bond cost on a project of this cost would be approx. 0.9%.

ITEM F) SAMPLE COST CONTROL REPORT

RODDA CONSTRUCTION, INC
GENERAL CONTRACTORS

CONTRACT CHANGE ORDER REPORT

Horizons Elementary Classroom Addition

Page: 1
Project No.: 776

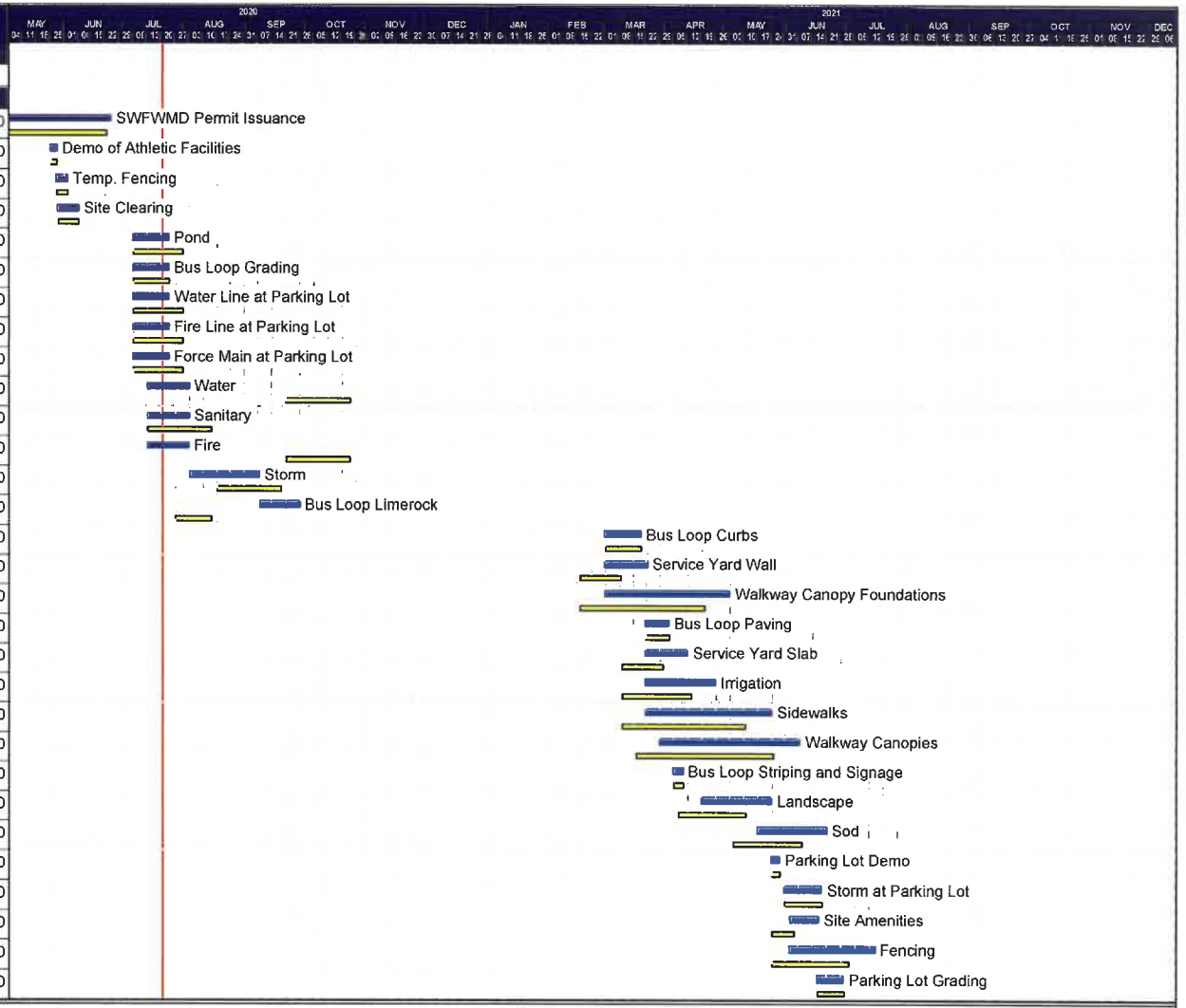
C.O. No. / C.O. Date		Change Order Description	Detailed C. O. Amounts	C. O. Total / Current Status	Time Extension
008	RCI-08	Deduct from contract difference between GMP and construction cost.	-$269,373	-$269,373	Days
007	RCI-07	Deduct from contract adjustment on the General Liability Insurance.	-$14,640	-$14,640	Days
006	RCI-06	Add back to the contract purchase orders & sales tax not utilized by the owner.	$34,058	$34,058	Days
005	RCI-05	Deduct from contract owner material purchase orders and sales tax.	-$49,231	-$49,231	Days
				Approved and Signed	
004	RCI-04	VOID	$0	$0	Days
				Approved and Signed	
003	RCI-03	Deduct from contract owner material purchase orders and sales tax.	-$15,703	-$15,703	Days
				Approved and Signed	
002	RCI-02	Deduct from contract owner material purchase orders and sales tax.	-$345,828	-$345,828	Days
				Approved and Signed	
001	RCI-01	Deduct from contract owner material purchase orders and sales tax.	-$974,273	-$974,273	Days
				Approved and Signed	
			Total Change Orders To Date	-$1,634,990	Days
			Original Contract Amount	$5,250,000	08/01/15
			Current Contract Amount	$3,615,010	08/01/15

ITEM E) SCHEDULE

Please see the following pages.

Sitework

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
SWFWMD Permit Issuance	10	0	05/04/20	06/25/20	100
Demo of Athletic Facilities	5	0	05/25/20	05/28/20	100
Temp. Fencing	5	0	05/28/20	06/03/20	100
Site Clearing	7	0	05/29/20	06/08/20	100
Pond	20	0	07/06/20	07/24/20	100
Bus Loop Grading	15	0	07/06/20	07/24/20	100
Water Line at Parking Lot	20	0	07/06/20	07/24/20	100
Fire Line at Parking Lot	20	0	07/06/20	07/24/20	100
Force Main at Parking Lot	20	0	07/06/20	07/24/20	100
Water	25	10	07/13/20	08/03/20	60
Sanitary	25	10	07/13/20	08/03/20	60
Fire	25	10	07/13/20	08/03/20	60
Storm	25	25	08/04/20	09/07/20	0
Bus Loop Limerock	15	15	09/08/20	09/28/20	0
Bus Loop Curbs	15	15	03/01/21	03/19/21	0
Service Yard Wall	15	15	03/01/21	03/22/21	0
Walkway Canopy Foundations	45	45	03/01/21	05/03/21	0
Bus Loop Paving	10	10	03/22/21	04/02/21	0
Service Yard Slab	15	15	03/22/21	04/12/21	0
Irrigation	25	25	03/22/21	04/26/21	0
Sidewalks	45	45	03/22/21	05/24/21	0
Walkway Canopies	50	50	03/29/21	06/07/21	0
Bus Loop Striping and Signage	5	5	04/05/21	04/09/21	0
Landscape	25	25	04/19/21	05/24/21	0
Sod	25	25	05/17/21	06/21/21	0
Parking Lot Demo	5	5	05/24/21	05/28/21	0
Storm at Parking Lot	15	15	05/31/21	06/18/21	0
Site Amenities	10	10	06/03/21	06/17/21	0
Fencing	30	30	06/03/21	07/15/21	0
Parking Lot Grading	10	10	06/16/21	06/29/21	0



Start date	05/11/20
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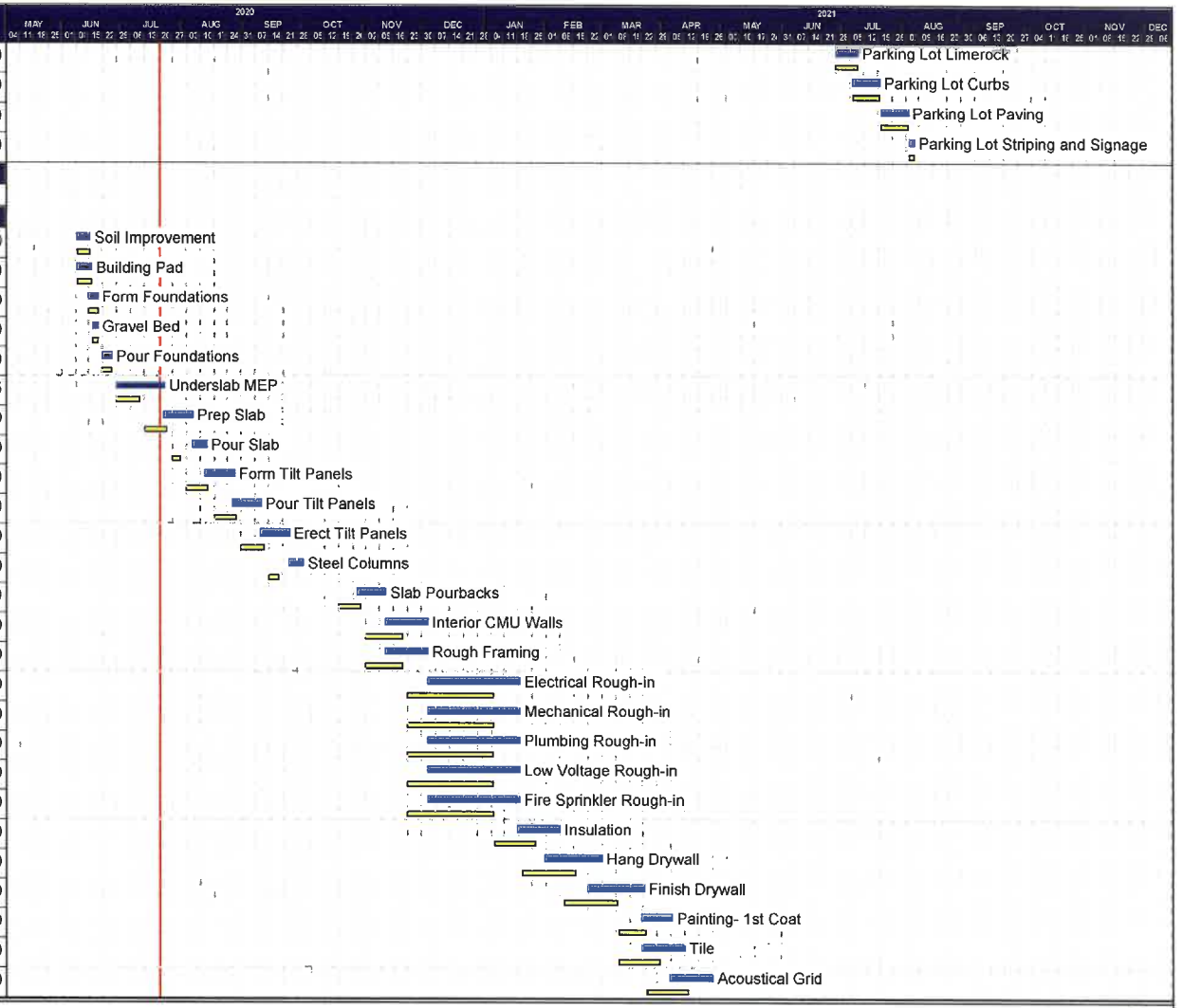
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Parking Lot Limerock	10	10	06/28/21	07/09/21	0
Parking Lot Curbs	10	10	07/07/21	07/20/21	0
Parking Lot Paving	10	10	07/21/21	08/03/21	0
Parking Lot Striping and Signage	3	3	08/04/21	08/06/21	0
Main Building					
Area "B" Classrooms					
1st Floor					
Soil Improvement	5	0	06/09/20	06/15/20	100
Building Pad	6	0	06/09/20	06/16/20	100
Form Foundations	5	0	06/15/20	06/19/20	100
Gravel Bed	3	0	06/17/20	06/19/20	100
Pour Foundations	5	0	06/22/20	06/26/20	100
Underslab MEP	10	3	06/29/20	07/23/20	75
Prep Slab	10	10	07/23/20	08/06/20	0
Pour Slab	5	5	08/06/20	08/13/20	0
Form Tilt Panels	10	10	08/13/20	08/27/20	0
Pour Tilt Panels	10	10	08/27/20	09/10/20	0
Erect Tilt Panels	10	10	09/10/20	09/24/20	0
Steel Columns	5	5	09/24/20	10/01/20	0
Slab Pourbacks	10	10	10/29/20	11/12/20	0
Interior CMU Walls	15	15	11/12/20	12/03/20	0
Rough Framing	15	15	11/12/20	12/03/20	0
Electrical Rough-in	30	30	12/03/20	01/18/21	0
Mechanical Rough-in	30	30	12/03/20	01/18/21	0
Plumbing Rough-in	30	30	12/03/20	01/18/21	0
Low Voltage Rough-in	30	30	12/03/20	01/18/21	0
Fire Sprinkler Rough-in	30	30	12/03/20	01/18/21	0
Insulation	15	15	01/18/21	02/08/21	0
Hang Drywall	20	20	02/01/21	03/01/21	0
Finish Drywall	20	20	02/22/21	03/22/21	0
Painting- 1st Coat	10	10	03/22/21	04/05/21	0
Tile	15	15	03/22/21	04/12/21	0
Acoustical Grid	15	15	04/05/21	04/26/21	0



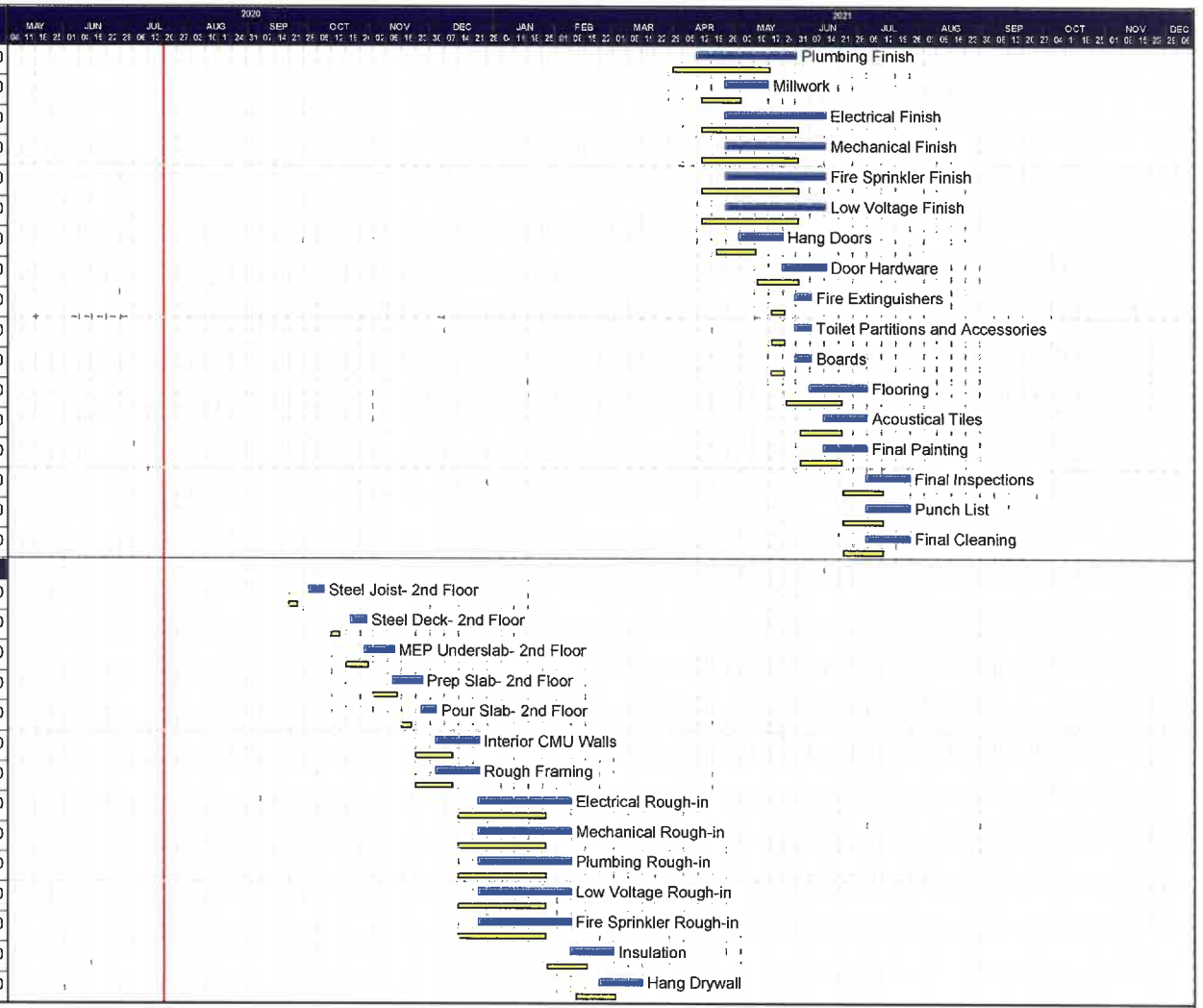
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Plumbing Finish	35	35	04/12/21	05/31/21	0
Millwork	15	15	04/26/21	05/17/21	0
Electrical Finish	35	35	04/26/21	06/14/21	0
Mechanical Finish	35	35	04/26/21	06/14/21	0
Fire Sprinkler Finish	35	35	04/26/21	06/14/21	0
Low Voltage Finish	35	35	04/26/21	06/14/21	0
Hang Doors	15	15	05/03/21	05/24/21	0
Door Hardware	15	15	05/24/21	06/14/21	0
Fire Extinguishers	5	5	05/31/21	06/07/21	0
Toilet Partitions and Accessories	5	5	05/31/21	06/07/21	0
Boards	5	5	05/31/21	06/07/21	0
Flooring	20	20	06/07/21	07/05/21	0
Acoustical Tiles	15	15	06/14/21	07/05/21	0
Final Painting	15	15	06/14/21	07/05/21	0
Final Inspections	15	15	07/05/21	07/26/21	0
Punch List	15	15	07/05/21	07/26/21	0
Final Cleaning	15	15	07/05/21	07/26/21	0
2nd Floor					
Steel Joist- 2nd Floor	5	5	10/01/20	10/08/20	0
Steel Deck- 2nd Floor	5	5	10/22/20	10/29/20	0
MEP Underslab- 2nd Floor	10	10	10/29/20	11/12/20	0
Prep Slab- 2nd Floor	10	10	11/12/20	11/26/20	0
Pour Slab- 2nd Floor	5	5	11/26/20	12/03/20	0
Interior CMU Walls	15	15	12/03/20	12/24/20	0
Rough Framing	15	15	12/03/20	12/24/20	0
Electrical Rough-in	30	30	12/24/20	02/08/21	0
Mechanical Rough-in	30	30	12/24/20	02/08/21	0
Plumbing Rough-in	30	30	12/24/20	02/08/21	0
Low Voltage Rough-in	30	30	12/24/20	02/08/21	0
Fire Sprinkler Rough-in	30	30	12/24/20	02/08/21	0
Insulation	15	15	02/08/21	03/01/21	0
Hang Drywall	15	15	02/22/21	03/15/21	0

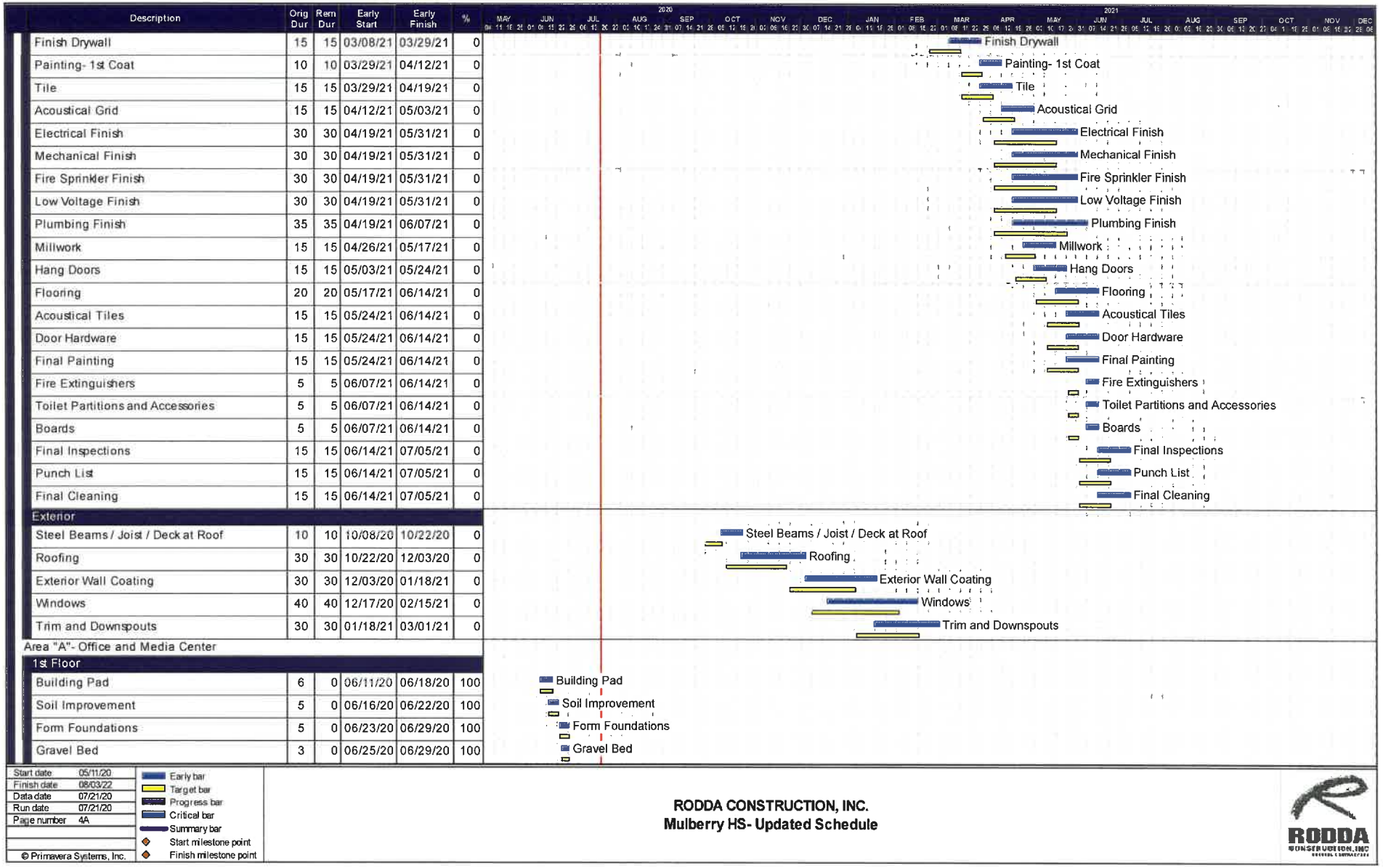


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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.



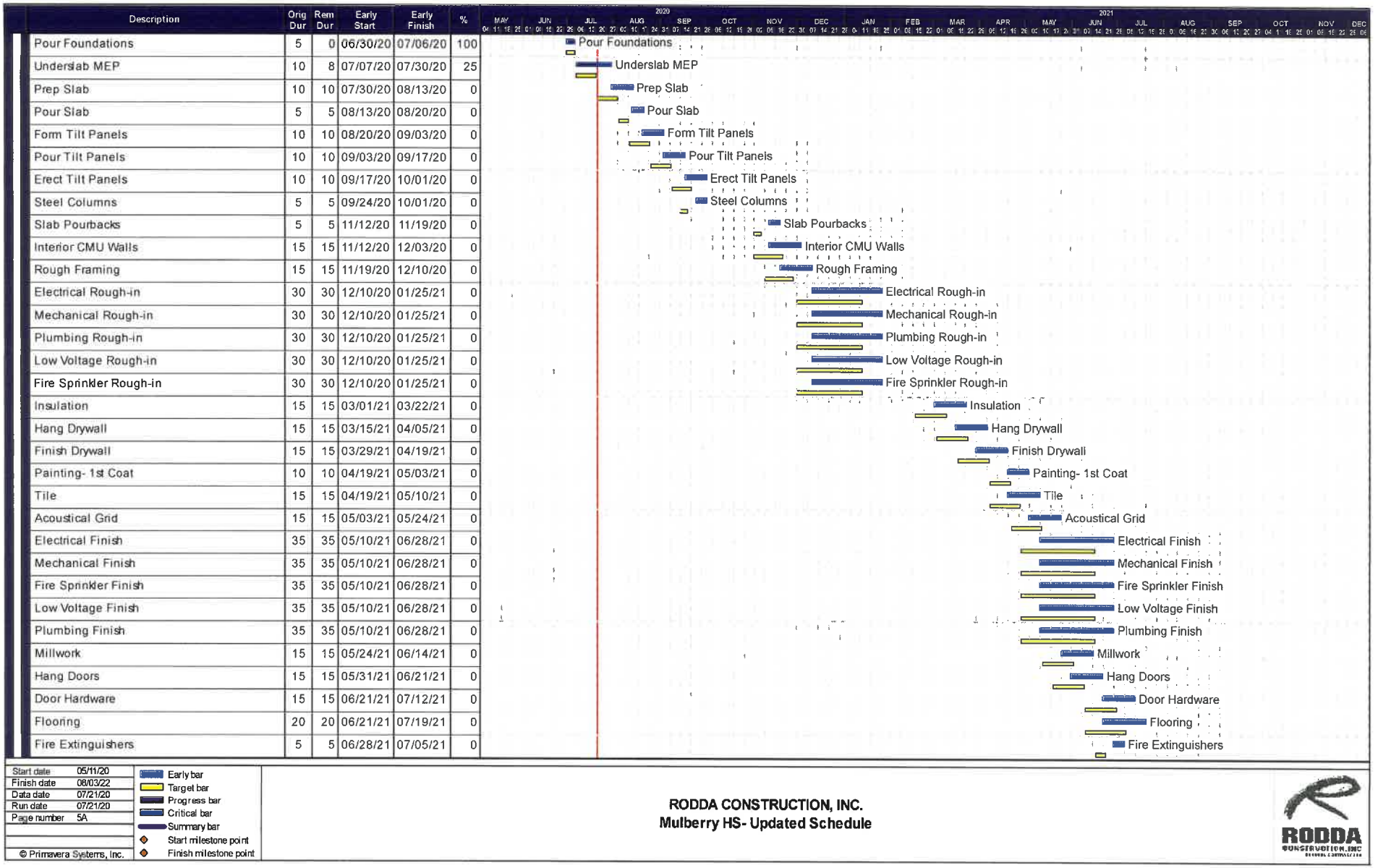
Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Finish Drywall	15	15	03/08/21	03/29/21	0
Painting- 1st Coat	10	10	03/29/21	04/12/21	0
Tile	15	15	03/29/21	04/19/21	0
Acoustical Grid	15	15	04/12/21	05/03/21	0
Electrical Finish	30	30	04/19/21	05/31/21	0
Mechanical Finish	30	30	04/19/21	05/31/21	0
Fire Sprinkler Finish	30	30	04/19/21	05/31/21	0
Low Voltage Finish	30	30	04/19/21	05/31/21	0
Plumbing Finish	35	35	04/19/21	06/07/21	0
Millwork	15	15	04/26/21	05/17/21	0
Hang Doors	15	15	05/03/21	05/24/21	0
Flooring	20	20	05/17/21	06/14/21	0
Acoustical Tiles	15	15	05/24/21	06/14/21	0
Door Hardware	15	15	05/24/21	06/14/21	0
Final Painting	15	15	05/24/21	06/14/21	0
Fire Extinguishers	5	5	06/07/21	06/14/21	0
Toilet Partitions and Accessories	5	5	06/07/21	06/14/21	0
Boards	5	5	06/07/21	06/14/21	0
Final Inspections	15	15	06/14/21	07/05/21	0
Punch List	15	15	06/14/21	07/05/21	0
Final Cleaning	15	15	06/14/21	07/05/21	0
Exterior					
Steel Beams / Joist / Deck at Roof	10	10	10/08/20	10/22/20	0
Roofing	30	30	10/22/20	12/03/20	0
Exterior Wall Coating	30	30	12/03/20	01/18/21	0
Windows	40	40	12/17/20	02/15/21	0
Trim and Downspouts	30	30	01/18/21	03/01/21	0
Area "A"- Office and Media Center					
1st Floor					
Building Pad	6	0	06/11/20	06/18/20	100
Soil Improvement	5	0	06/16/20	06/22/20	100
Form Foundations	5	0	06/23/20	06/29/20	100
Gravel Bed	3	0	06/25/20	06/29/20	100

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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.



Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Pour Foundations	5	0	06/30/20	07/06/20	100
Underslab MEP	10	8	07/07/20	07/30/20	25
Prep Slab	10	10	07/30/20	08/13/20	0
Pour Slab	5	5	08/13/20	08/20/20	0
Form Tilt Panels	10	10	08/20/20	09/03/20	0
Pour Tilt Panels	10	10	09/03/20	09/17/20	0
Erect Tilt Panels	10	10	09/17/20	10/01/20	0
Steel Columns	5	5	09/24/20	10/01/20	0
Slab Pourbacks	5	5	11/12/20	11/19/20	0
Interior CMU Walls	15	15	11/12/20	12/03/20	0
Rough Framing	15	15	11/19/20	12/10/20	0
Electrical Rough-in	30	30	12/10/20	01/25/21	0
Mechanical Rough-in	30	30	12/10/20	01/25/21	0
Plumbing Rough-in	30	30	12/10/20	01/25/21	0
Low Voltage Rough-in	30	30	12/10/20	01/25/21	0
Fire Sprinkler Rough-in	30	30	12/10/20	01/25/21	0
Insulation	15	15	03/01/21	03/22/21	0
Hang Drywall	15	15	03/15/21	04/05/21	0
Finish Drywall	15	15	03/29/21	04/19/21	0
Painting- 1st Coat	10	10	04/19/21	05/03/21	0
Tile	15	15	04/19/21	05/10/21	0
Acoustical Grid	15	15	05/03/21	05/24/21	0
Electrical Finish	35	35	05/10/21	06/28/21	0
Mechanical Finish	35	35	05/10/21	06/28/21	0
Fire Sprinkler Finish	35	35	05/10/21	06/28/21	0
Low Voltage Finish	35	35	05/10/21	06/28/21	0
Plumbing Finish	35	35	05/10/21	06/28/21	0
Millwork	15	15	05/24/21	06/14/21	0
Hang Doors	15	15	05/31/21	06/21/21	0
Door Hardware	15	15	06/21/21	07/12/21	0
Flooring	20	20	06/21/21	07/19/21	0
Fire Extinguishers	5	5	06/28/21	07/05/21	0

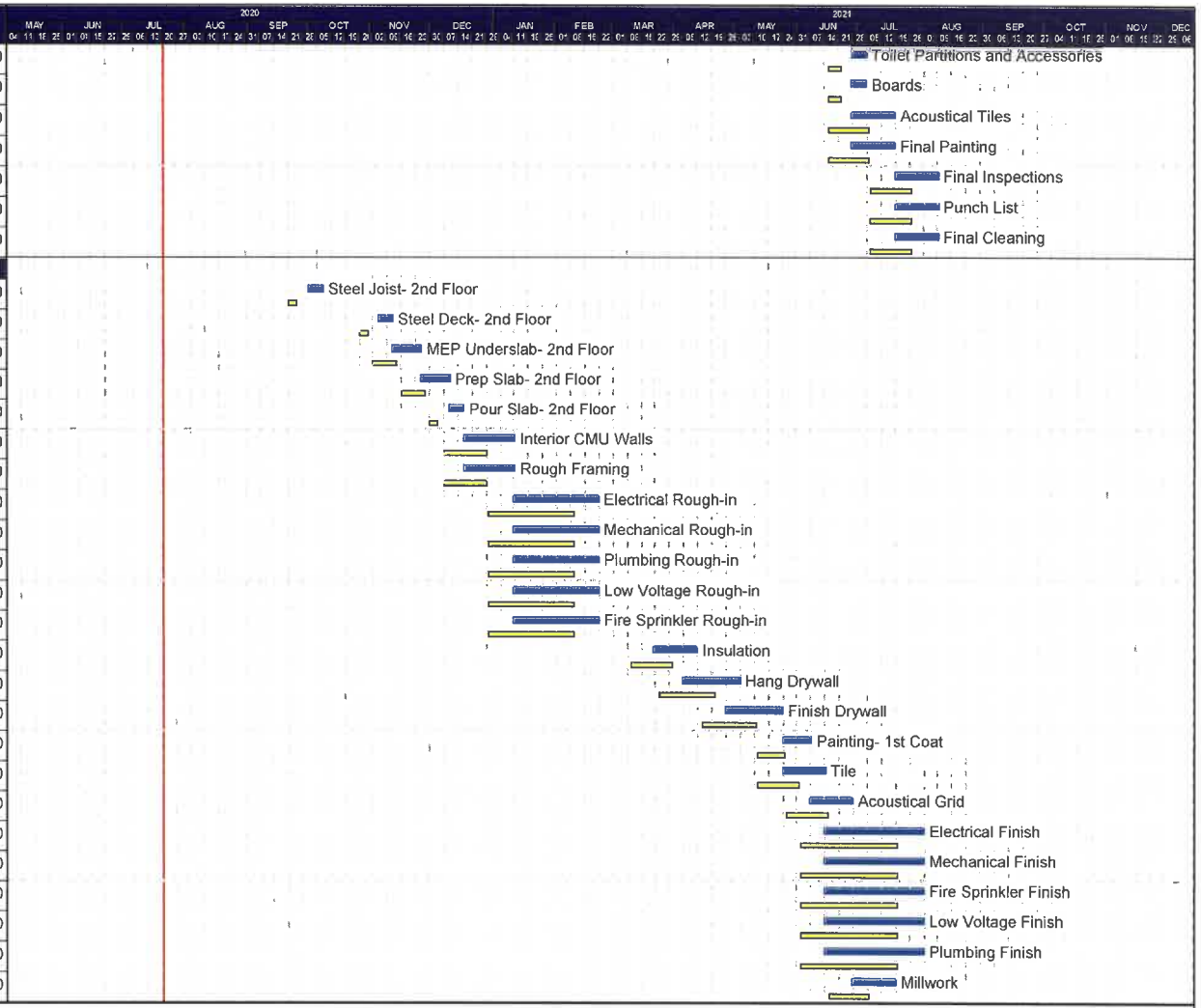
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Toilet Partitions and Accessories	5	5	06/28/21	07/05/21	0
Boards	5	5	06/28/21	07/05/21	0
Acoustical Tiles	15	15	06/28/21	07/19/21	0
Final Painting	15	15	06/28/21	07/19/21	0
Final Inspections	15	15	07/19/21	08/09/21	0
Punch List	15	15	07/19/21	08/09/21	0
Final Cleaning	15	15	07/19/21	08/09/21	0
2nd Floor					
Steel Joist- 2nd Floor	5	5	10/01/20	10/08/20	0
Steel Deck- 2nd Floor	5	5	11/05/20	11/12/20	0
MEP Underslab- 2nd Floor	10	10	11/12/20	11/26/20	0
Prep Slab- 2nd Floor	10	10	11/26/20	12/10/20	0
Pour Slab- 2nd Floor	5	5	12/10/20	12/17/20	0
Interior CMU Walls	15	15	12/17/20	01/11/21	0
Rough Framing	15	15	12/17/20	01/11/21	0
Electrical Rough-in	30	30	01/11/21	02/22/21	0
Mechanical Rough-in	30	30	01/11/21	02/22/21	0
Plumbing Rough-in	30	30	01/11/21	02/22/21	0
Low Voltage Rough-in	30	30	01/11/21	02/22/21	0
Fire Sprinkler Rough-in	30	30	01/11/21	02/22/21	0
Insulation	15	15	03/22/21	04/12/21	0
Hang Drywall	20	20	04/05/21	05/03/21	0
Finish Drywall	20	20	04/26/21	05/24/21	0
Painting- 1st Coat	10	10	05/24/21	06/07/21	0
Tile	15	15	05/24/21	06/14/21	0
Acoustical Grid	15	15	06/07/21	06/28/21	0
Electrical Finish	35	35	06/14/21	08/02/21	0
Mechanical Finish	35	35	06/14/21	08/02/21	0
Fire Sprinkler Finish	35	35	06/14/21	08/02/21	0
Low Voltage Finish	35	35	06/14/21	08/02/21	0
Plumbing Finish	35	35	06/14/21	08/02/21	0
Millwork	15	15	06/28/21	07/19/21	0



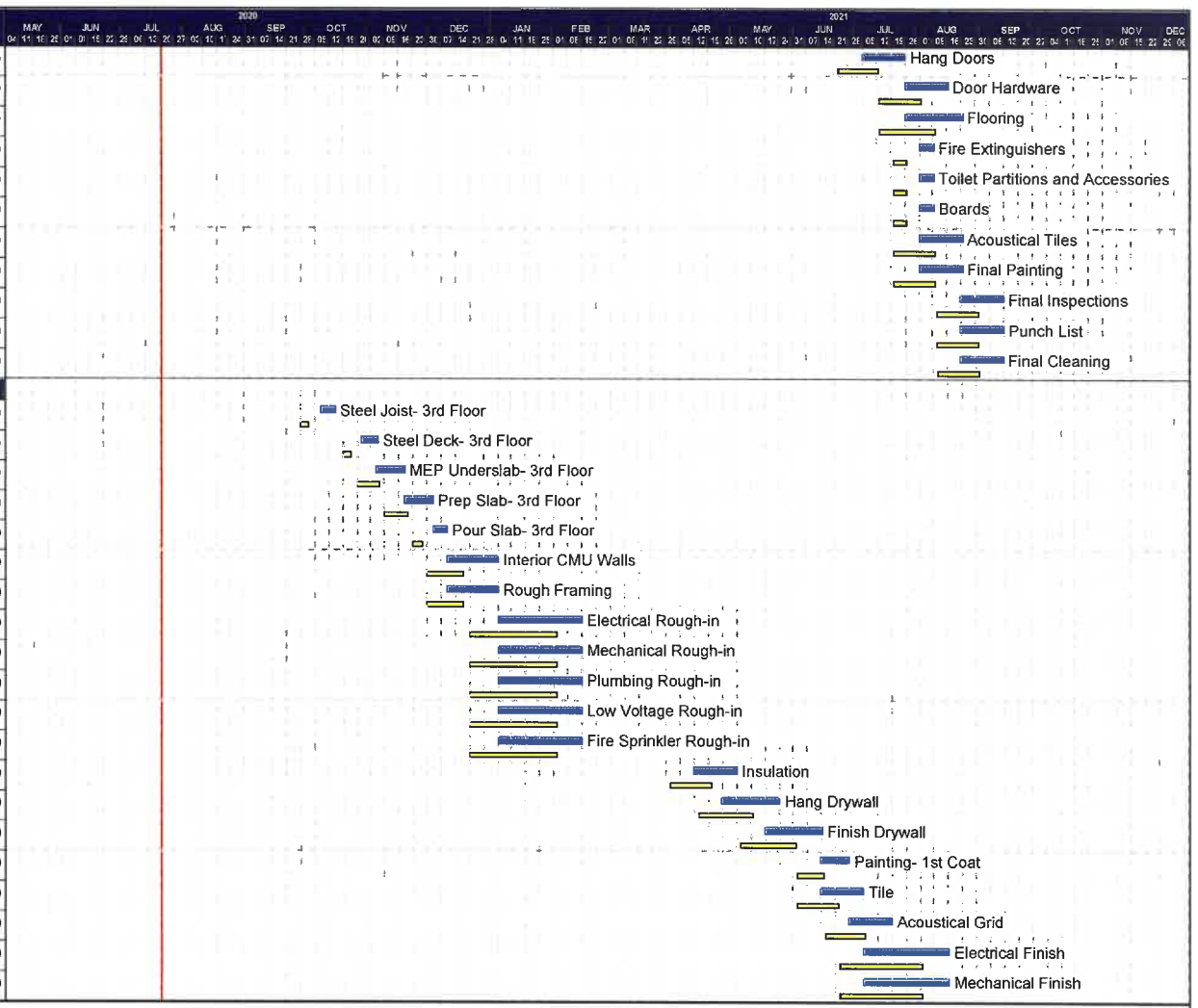
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Hang Doors	15	15	07/05/21	07/26/21	0
Door Hardware	15	15	07/26/21	08/16/21	0
Flooring	20	20	07/26/21	08/23/21	0
Fire Extinguishers	5	5	08/02/21	08/09/21	0
Toilet Partitions and Accessories	5	5	08/02/21	08/09/21	0
Boards	5	5	08/02/21	08/09/21	0
Acoustical Tiles	15	15	08/02/21	08/23/21	0
Final Painting	15	15	08/02/21	08/23/21	0
Final Inspections	15	15	08/23/21	09/13/21	0
Punch List	15	15	08/23/21	09/13/21	0
Final Cleaning	15	15	08/23/21	09/13/21	0
3rd Floor					
Steel Joist- 3rd Floor	5	5	10/08/20	10/15/20	0
Steel Deck- 3rd Floor	5	5	10/29/20	11/05/20	0
MEP Underslab- 3rd Floor	10	10	11/05/20	11/19/20	0
Prep Slab- 3rd Floor	10	10	11/19/20	12/03/20	0
Pour Slab- 3rd Floor	5	5	12/03/20	12/10/20	0
Interior CMU Walls	15	15	12/10/20	01/04/21	0
Rough Framing	15	15	12/10/20	01/04/21	0
Electrical Rough-in	30	30	01/04/21	02/15/21	0
Mechanical Rough-in	30	30	01/04/21	02/15/21	0
Plumbing Rough-in	30	30	01/04/21	02/15/21	0
Low Voltage Rough-in	30	30	01/04/21	02/15/21	0
Fire Sprinkler Rough-in	30	30	01/04/21	02/15/21	0
Insulation	15	15	04/12/21	05/03/21	0
Hang Drywall	20	20	04/26/21	05/24/21	0
Finish Drywall	20	20	05/17/21	06/14/21	0
Painting- 1st Coat	10	10	06/14/21	06/28/21	0
Tile	15	15	06/14/21	07/05/21	0
Acoustical Grid	15	15	06/28/21	07/19/21	0
Electrical Finish	30	30	07/05/21	08/16/21	0
Mechanical Finish	30	30	07/05/21	08/16/21	0



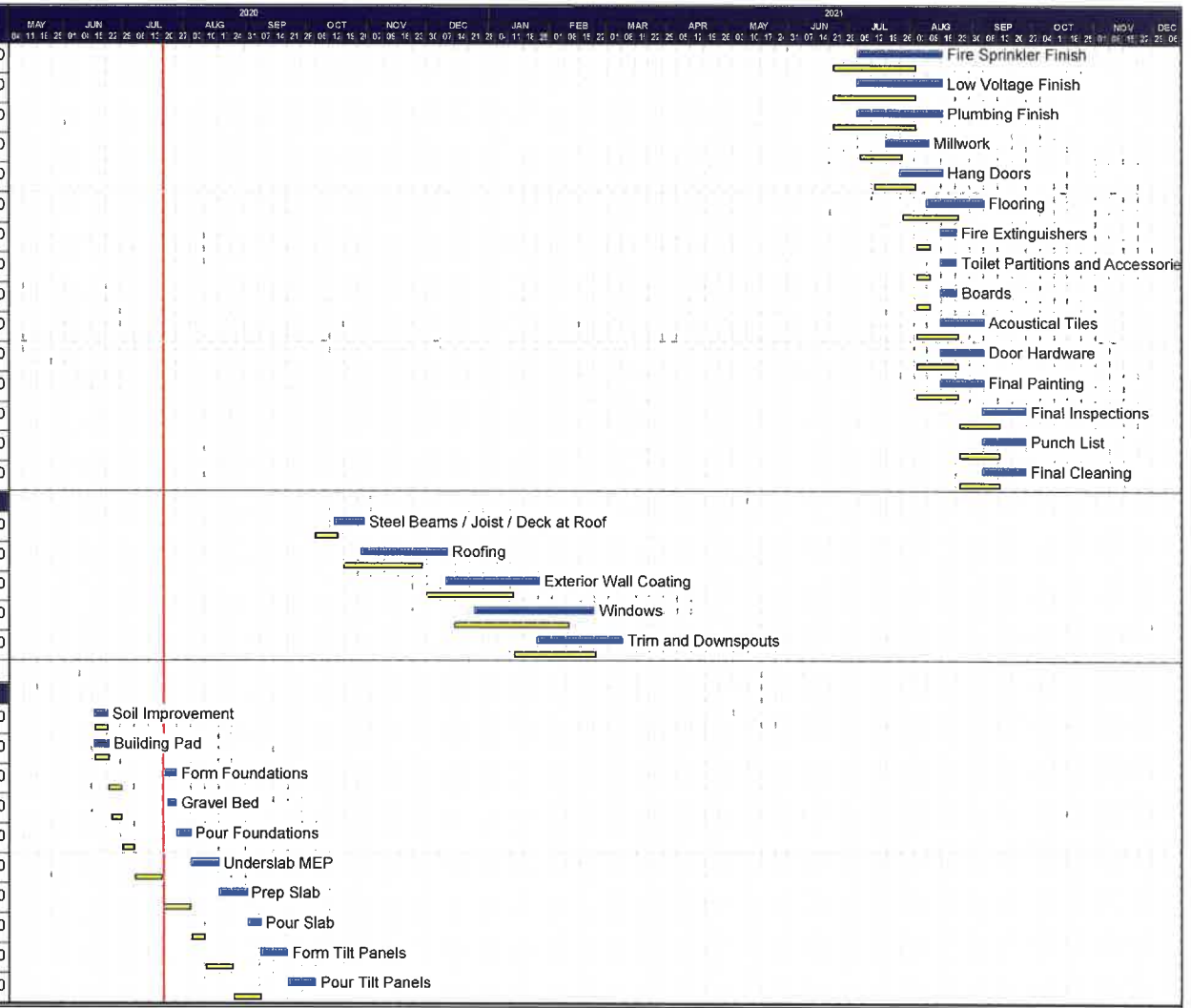
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Fire Sprinkler Finish	30	30	07/05/21	08/16/21	0
Low Voltage Finish	30	30	07/05/21	08/16/21	0
Plumbing Finish	30	30	07/05/21	08/16/21	0
Millwork	15	15	07/19/21	08/09/21	0
Hang Doors	15	15	07/26/21	08/16/21	0
Flooring	20	20	08/09/21	09/06/21	0
Fire Extinguishers	5	5	08/16/21	08/23/21	0
Toilet Partitions and Accessories	5	5	08/16/21	08/23/21	0
Boards	5	5	08/16/21	08/23/21	0
Acoustical Tiles	15	15	08/16/21	09/06/21	0
Door Hardware	15	15	08/16/21	09/06/21	0
Final Painting	15	15	08/16/21	09/06/21	0
Final Inspections	15	15	09/06/21	09/27/21	0
Punch List	15	15	09/06/21	09/27/21	0
Final Cleaning	15	15	09/06/21	09/27/21	0
Exterior					
Steel Beams / Joist / Deck at Roof	10	10	10/15/20	10/29/20	0
Roofing	30	30	10/29/20	12/10/20	0
Exterior Wall Coating	30	30	12/10/20	01/25/21	0
Windows	40	40	12/24/20	02/22/21	0
Trim and Downspouts	30	30	01/25/21	03/08/21	0
Area "C" Cafeteria and Auto					
Soil Improvement	5	0	06/16/20	06/22/20	100
Building Pad	6	0	06/16/20	06/23/20	100
Form Foundations	5	5	07/21/20	07/27/20	0
Gravel Bed	3	3	07/23/20	07/27/20	0
Pour Foundations	5	5	07/28/20	08/03/20	0
Underslab MEP	10	10	08/04/20	08/17/20	0
Prep Slab	10	10	08/18/20	08/31/20	0
Pour Slab	5	5	09/01/20	09/07/20	0
Form Tilt Panels	10	10	09/08/20	09/21/20	0
Pour Tilt Panels	10	10	09/22/20	10/05/20	0



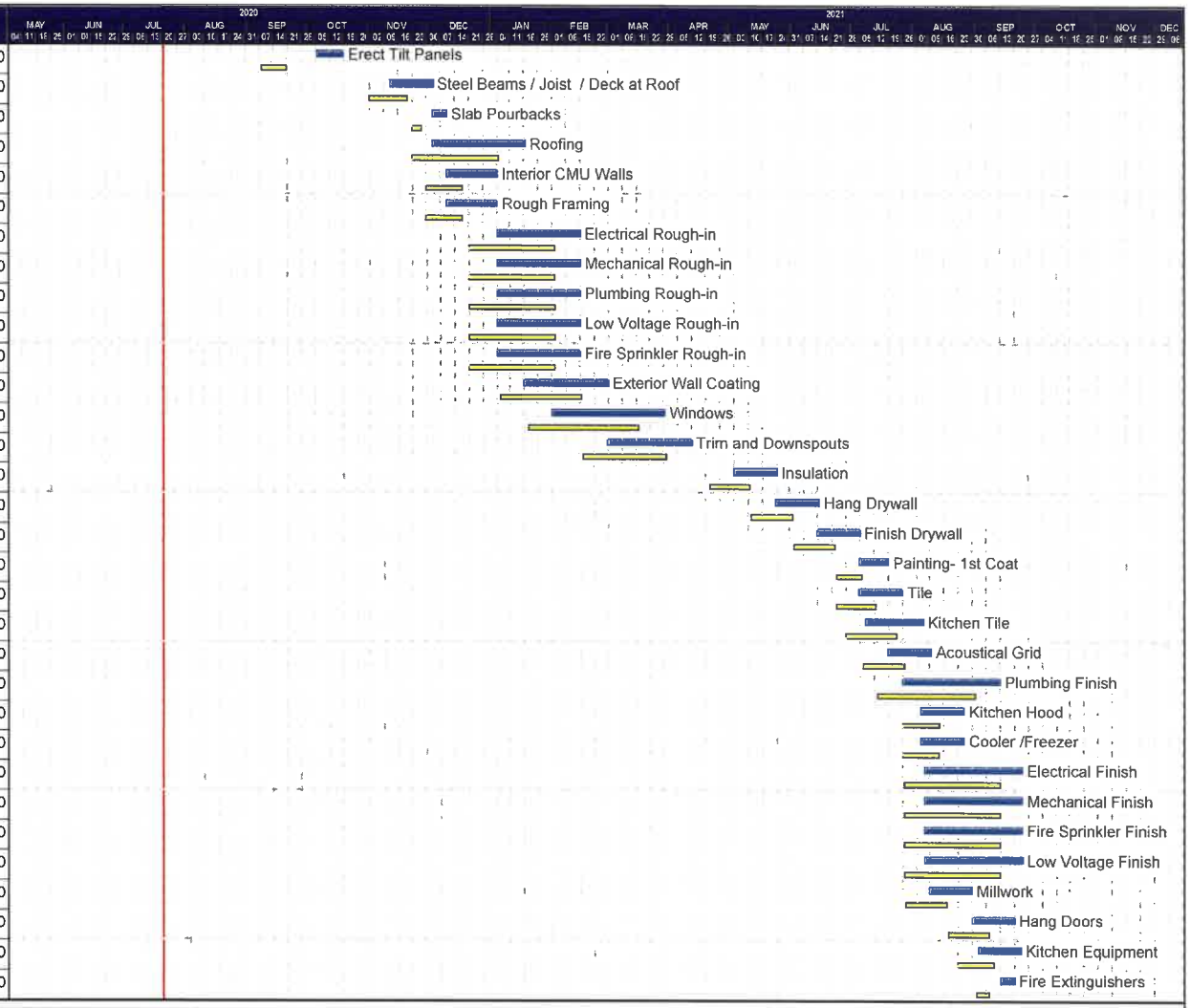
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Erect Tilt Panels	10	10	10/06/20	10/19/20	0
Steel Beams / Joist / Deck at Roof	15	15	11/12/20	12/03/20	0
Slab Pourbacks	5	5	12/03/20	12/10/20	0
Roofing	30	30	12/03/20	01/18/21	0
Interior CMU Walls	15	15	12/10/20	01/04/21	0
Rough Framing	15	15	12/10/20	01/04/21	0
Electrical Rough-in	30	30	01/04/21	02/15/21	0
Mechanical Rough-in	30	30	01/04/21	02/15/21	0
Plumbing Rough-in	30	30	01/04/21	02/15/21	0
Low Voltage Rough-in	30	30	01/04/21	02/15/21	0
Fire Sprinkler Rough-in	30	30	01/04/21	02/15/21	0
Exterior Wall Coating	30	30	01/18/21	03/01/21	0
Windows	40	40	02/01/21	03/29/21	0
Trim and Downspouts	30	30	03/01/21	04/12/21	0
Insulation	15	15	05/03/21	05/24/21	0
Hang Drywall	15	15	05/24/21	06/14/21	0
Finish Drywall	15	15	06/14/21	07/05/21	0
Painting- 1st Coat	10	10	07/05/21	07/19/21	0
Tile	15	15	07/05/21	07/26/21	0
Kitchen Tile	20	20	07/08/21	08/05/21	0
Acoustical Grid	15	15	07/19/21	08/09/21	0
Plumbing Finish	35	35	07/26/21	09/13/21	0
Kitchen Hood	15	15	08/05/21	08/26/21	0
Cooler /Freezer	15	15	08/05/21	08/26/21	0
Electrical Finish	35	35	08/06/21	09/24/21	0
Mechanical Finish	35	35	08/06/21	09/24/21	0
Fire Sprinkler Finish	35	35	08/06/21	09/24/21	0
Low Voltage Finish	35	35	08/06/21	09/24/21	0
Millwork	15	15	08/09/21	08/30/21	0
Hang Doors	15	15	08/30/21	09/20/21	0
Kitchen Equipment	15	15	09/02/21	09/23/21	0
Fire Extinguishers	5	5	09/13/21	09/20/21	0



Start date	05/11/20
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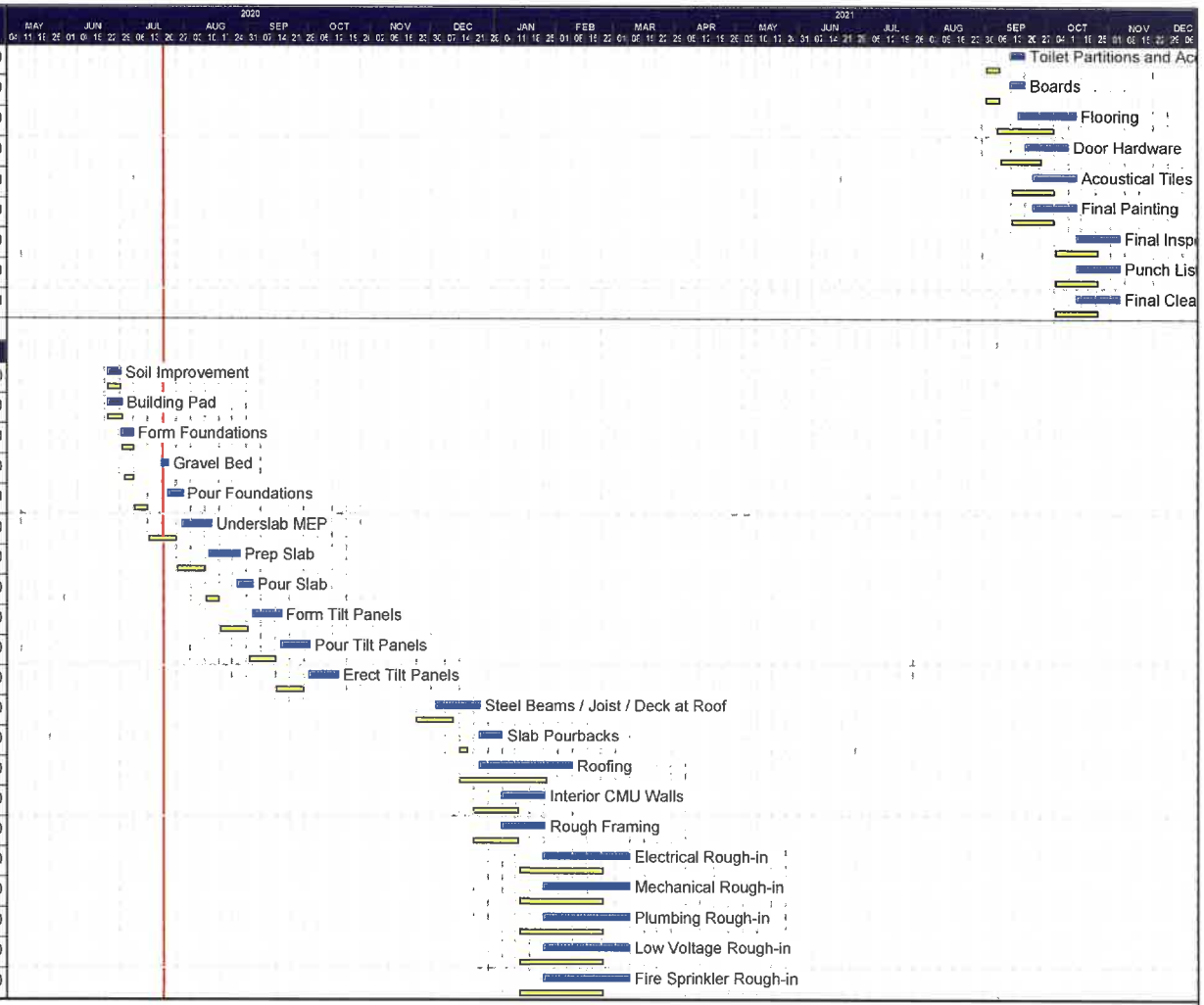
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Toilet Partitions and Accessories	5	5	09/13/21	09/20/21	0
Boards	5	5	09/13/21	09/20/21	0
Flooring	20	20	09/17/21	10/15/21	0
Door Hardware	15	15	09/20/21	10/11/21	0
Acoustical Tiles	15	15	09/24/21	10/15/21	0
Final Painting	15	15	09/24/21	10/15/21	0
Final Inspections	15	15	10/15/21	11/05/21	0
Punch List	15	15	10/15/21	11/05/21	0
Final Cleaning	15	15	10/15/21	11/05/21	0
Area "D" Skills Labs					
Soil Improvement	5	0	06/23/20	06/29/20	100
Building Pad	6	0	06/23/20	06/30/20	100
Form Foundations	5	0	06/30/20	07/06/20	100
Gravel Bed	3	2	07/20/20	07/23/20	20
Pour Foundations	5	5	07/23/20	07/30/20	0
Underslab MEP	10	10	07/30/20	08/13/20	0
Prep Slab	10	10	08/13/20	08/27/20	0
Pour Slab	5	5	08/27/20	09/03/20	0
Form Tilt Panels	10	10	09/03/20	09/17/20	0
Pour Tilt Panels	10	10	09/17/20	10/01/20	0
Erect Tilt Panels	10	10	10/01/20	10/15/20	0
Steel Beams / Joist / Deck at Roof	15	15	12/03/20	12/24/20	0
Slab Pourbacks	5	5	12/24/20	01/04/21	0
Roofing	30	30	12/24/20	02/08/21	0
Interior CMU Walls	15	15	01/04/21	01/25/21	0
Rough Framing	15	15	01/04/21	01/25/21	0
Electrical Rough-in	30	30	01/25/21	03/08/21	0
Mechanical Rough-in	30	30	01/25/21	03/08/21	0
Plumbing Rough-in	30	30	01/25/21	03/08/21	0
Low Voltage Rough-in	30	30	01/25/21	03/08/21	0
Fire Sprinkler Rough-in	30	30	01/25/21	03/08/21	0



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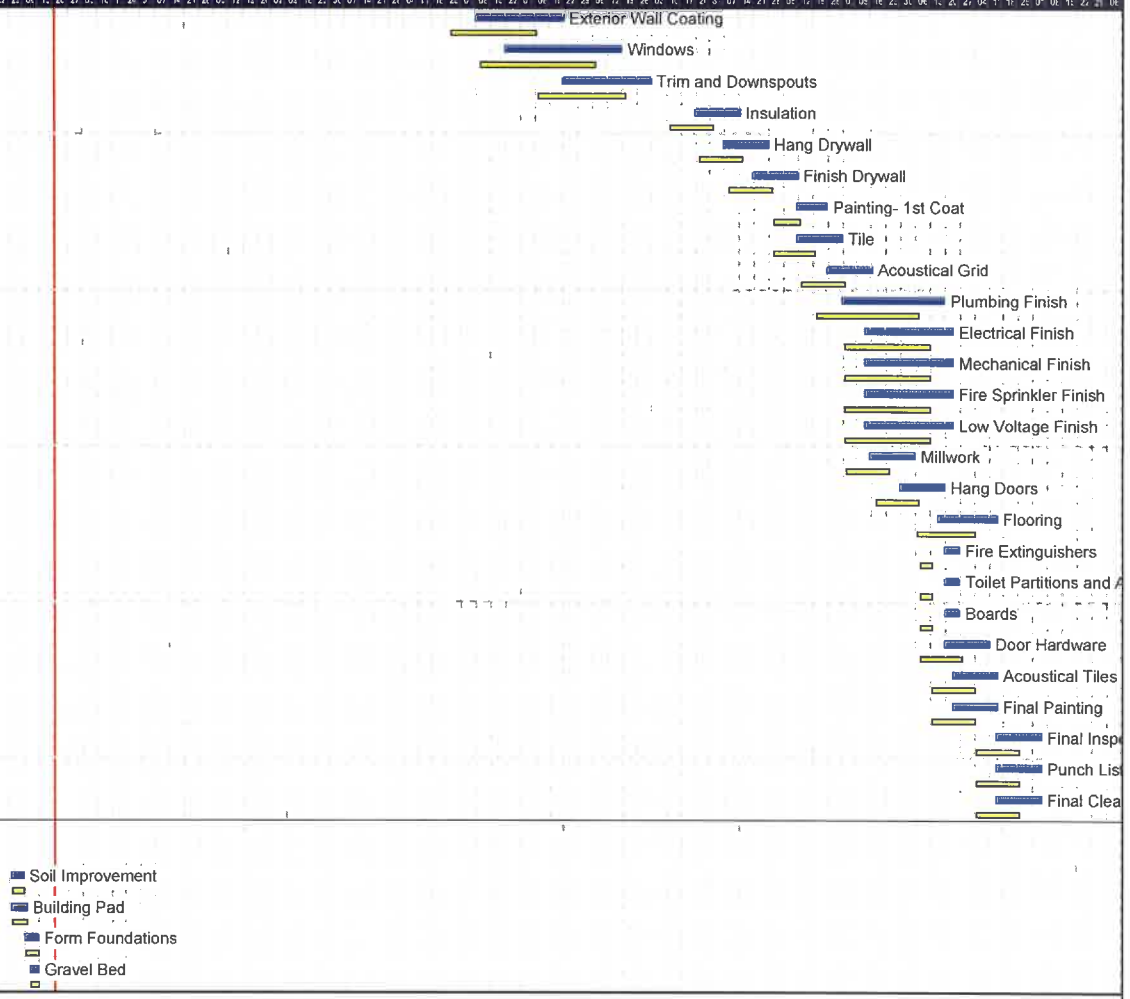
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Exterior Wall Coating	30	30	02/08/21	03/22/21	0
Windows	40	40	02/22/21	04/19/21	0
Trim and Downspouts	30	30	03/22/21	05/03/21	0
Insulation	15	15	05/24/21	06/14/21	0
Hang Drywall	15	15	06/07/21	06/28/21	0
Finish Drywall	15	15	06/21/21	07/12/21	0
Painting- 1st Coat	10	10	07/12/21	07/26/21	0
Tile	15	15	07/12/21	08/02/21	0
Acoustical Grid	15	15	07/26/21	08/16/21	0
Plumbing Finish	35	35	08/02/21	09/20/21	0
Electrical Finish	30	30	08/13/21	09/24/21	0
Mechanical Finish	30	30	08/13/21	09/24/21	0
Fire Sprinkler Finish	30	30	08/13/21	09/24/21	0
Low Voltage Finish	30	30	08/13/21	09/24/21	0
Millwork	15	15	08/16/21	09/06/21	0
Hang Doors	15	15	08/30/21	09/20/21	0
Flooring	20	20	09/17/21	10/15/21	0
Fire Extinguishers	5	5	09/20/21	09/27/21	0
Toilet Partitions and Accessories	5	5	09/20/21	09/27/21	0
Boards	5	5	09/20/21	09/27/21	0
Door Hardware	15	15	09/20/21	10/11/21	0
Acoustical Tiles	15	15	09/24/21	10/15/21	0
Final Painting	15	15	09/24/21	10/15/21	0
Final Inspections	15	15	10/15/21	11/05/21	0
Punch List	15	15	10/15/21	11/05/21	0
Final Cleaning	15	15	10/15/21	11/05/21	0
Area "E" Gym					
Soil Improvement	5	0	06/30/20	07/06/20	100
Building Pad	6	0	06/30/20	07/07/20	100
Form Foundations	5	0	07/07/20	07/13/20	100
Gravel Bed	3	0	07/09/20	07/13/20	100

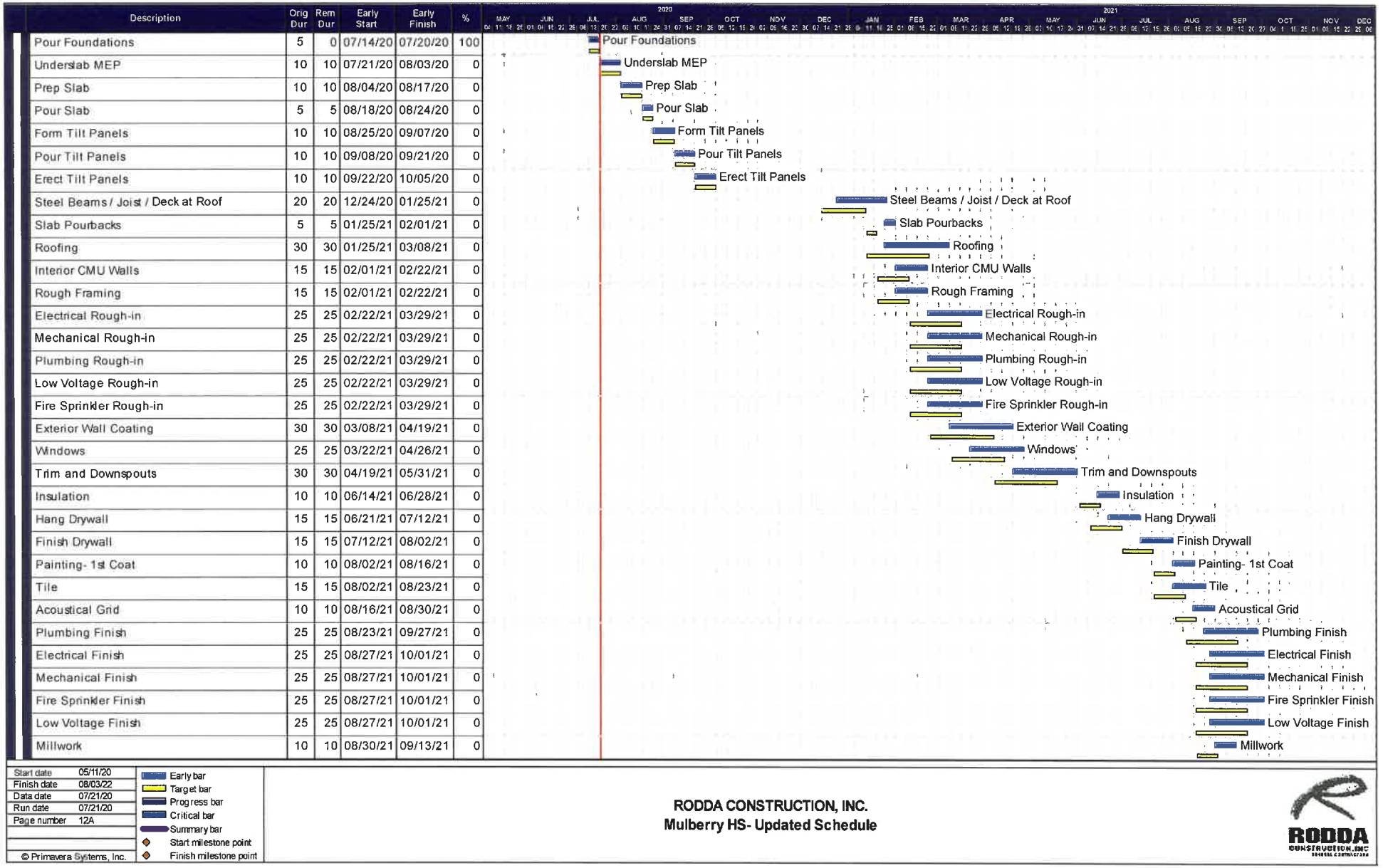


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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.



Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Pour Foundations	5	0	07/14/20	07/20/20	100
Underslab MEP	10	10	07/21/20	08/03/20	0
Prep Slab	10	10	08/04/20	08/17/20	0
Pour Slab	5	5	08/18/20	08/24/20	0
Form Tilt Panels	10	10	08/25/20	09/07/20	0
Pour Tilt Panels	10	10	09/08/20	09/21/20	0
Erect Tilt Panels	10	10	09/22/20	10/05/20	0
Steel Beams / Joist / Deck at Roof	20	20	12/24/20	01/25/21	0
Slab Pourbacks	5	5	01/25/21	02/01/21	0
Roofing	30	30	01/25/21	03/08/21	0
Interior CMU Walls	15	15	02/01/21	02/22/21	0
Rough Framing	15	15	02/01/21	02/22/21	0
Electrical Rough-in	25	25	02/22/21	03/29/21	0
Mechanical Rough-in	25	25	02/22/21	03/29/21	0
Plumbing Rough-in	25	25	02/22/21	03/29/21	0
Low Voltage Rough-in	25	25	02/22/21	03/29/21	0
Fire Sprinkler Rough-in	25	25	02/22/21	03/29/21	0
Exterior Wall Coating	30	30	03/08/21	04/19/21	0
Windows	25	25	03/22/21	04/26/21	0
Trim and Downspouts	30	30	04/19/21	05/31/21	0
Insulation	10	10	06/14/21	06/28/21	0
Hang Drywall	15	15	06/21/21	07/12/21	0
Finish Drywall	15	15	07/12/21	08/02/21	0
Painting- 1st Coat	10	10	08/02/21	08/16/21	0
Tile	15	15	08/02/21	08/23/21	0
Acoustical Grid	10	10	08/16/21	08/30/21	0
Plumbing Finish	25	25	08/23/21	09/27/21	0
Electrical Finish	25	25	08/27/21	10/01/21	0
Mechanical Finish	25	25	08/27/21	10/01/21	0
Fire Sprinkler Finish	25	25	08/27/21	10/01/21	0
Low Voltage Finish	25	25	08/27/21	10/01/21	0
Millwork	10	10	08/30/21	09/13/21	0

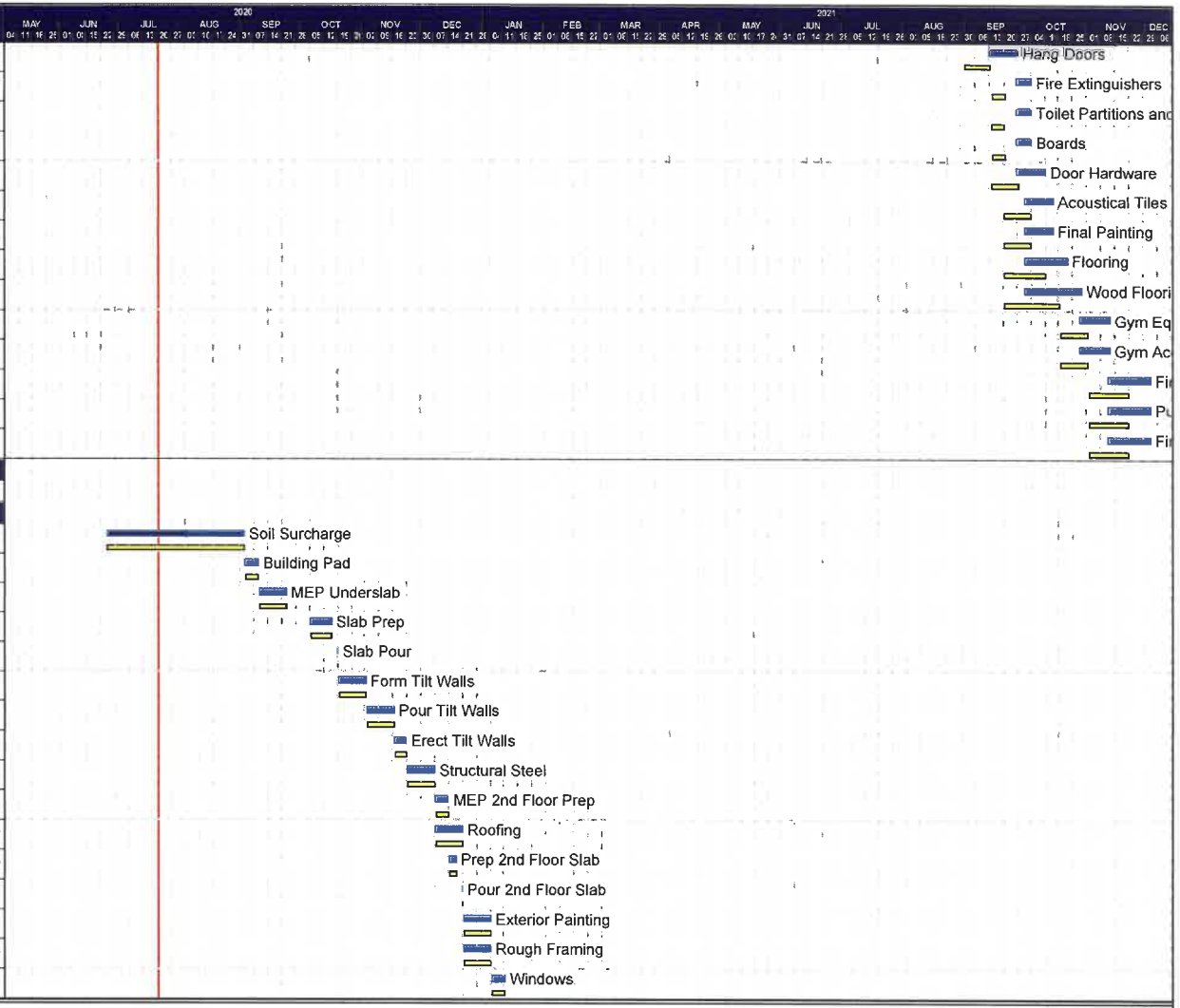
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Hang Doors	10	10	09/13/21	09/27/21	0
Fire Extinguishers	5	5	09/27/21	10/04/21	0
Toilet Partitions and Accessories	5	5	09/27/21	10/04/21	0
Boards	5	5	09/27/21	10/04/21	0
Door Hardware	10	10	09/27/21	10/11/21	0
Acoustical Tiles	10	10	10/01/21	10/15/21	0
Final Painting	10	10	10/01/21	10/15/21	0
Flooring	15	15	10/01/21	10/22/21	0
Wood Flooring	20	20	10/01/21	10/29/21	0
Gym Equipment	10	10	10/29/21	11/12/21	0
Gym Acoustical Panels	10	10	10/29/21	11/12/21	0
Final Inspections	15	15	11/12/21	12/03/21	0
Punch List	15	15	11/12/21	12/03/21	0
Final Cleaning	15	15	11/12/21	12/03/21	0
Baseball / Softball Concession / Pressbox					
Soil Surcharge	50	22	06/25/20	09/02/20	56
Building Pad	5	5	09/03/20	09/09/20	0
MEP Underslab	10	10	09/10/20	09/23/20	0
Slab Prep	9	9	10/06/20	10/16/20	0
Slab Pour	1	1	10/19/20	10/19/20	0
Form Tilt Walls	10	10	10/20/20	11/02/20	0
Pour Tilt Walls	10	10	11/03/20	11/16/20	0
Erect Tilt Walls	5	5	11/17/20	11/23/20	0
Structural Steel	10	10	11/24/20	12/07/20	0
MEP 2nd Floor Prep	5	5	12/08/20	12/14/20	0
Roofing	10	10	12/08/20	12/21/20	0
Prep 2nd Floor Slab	4	4	12/15/20	12/18/20	0
Pour 2nd Floor Slab	1	1	12/21/20	12/21/20	0
Exterior Painting	8	8	12/22/20	01/04/21	0
Rough Framing	8	8	12/22/20	01/04/21	0
Windows	5	5	01/05/21	01/11/21	0



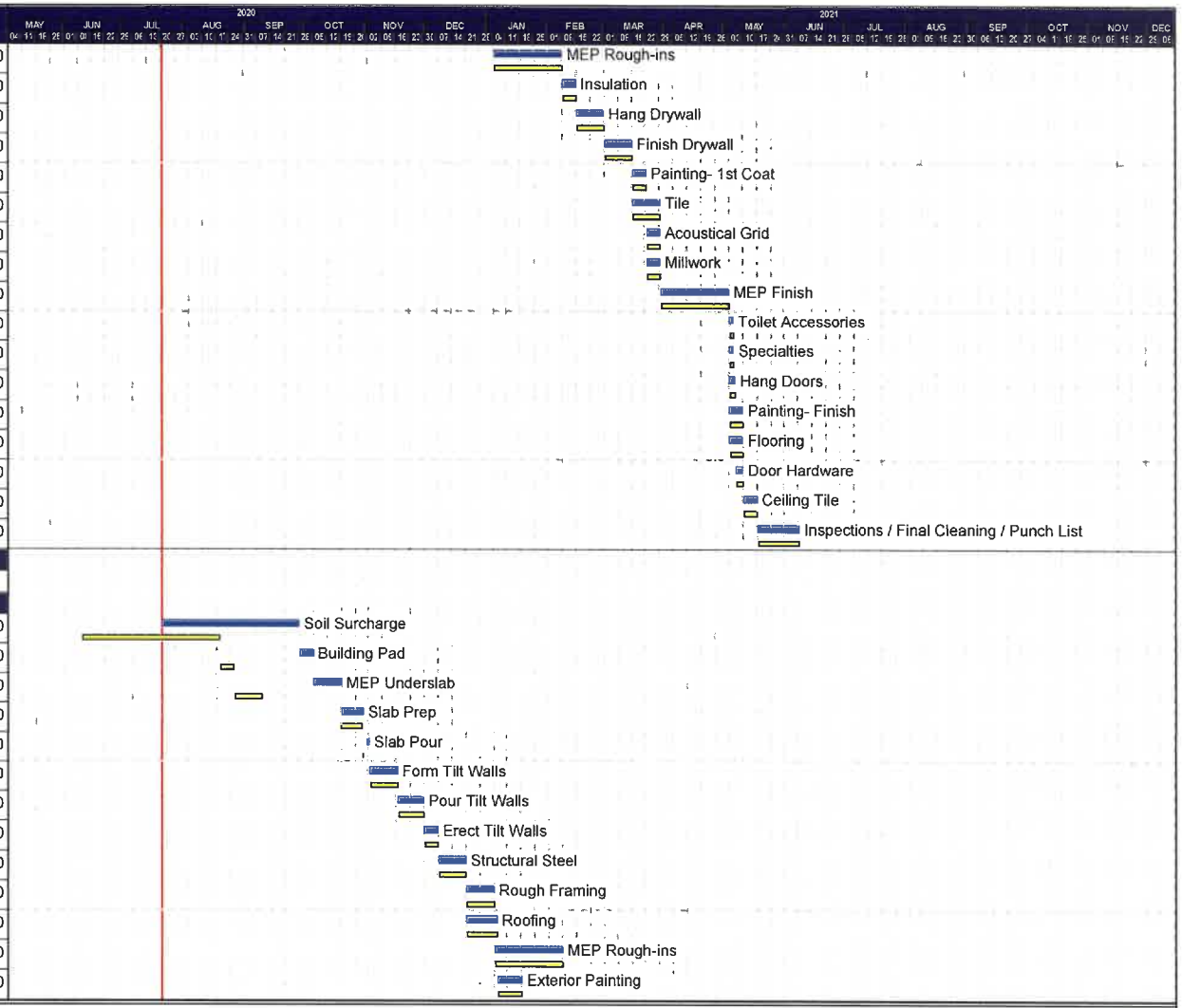
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
MEP Rough-ins	25	25	01/05/21	02/08/21	0
Insulation	5	5	02/09/21	02/15/21	0
Hang Drywall	10	10	02/16/21	03/01/21	0
Finish Drywall	10	10	03/02/21	03/15/21	0
Painting- 1st Coat	5	5	03/16/21	03/22/21	0
Tile	10	10	03/16/21	03/29/21	0
Acoustical Grid	5	5	03/23/21	03/29/21	0
Millwork	5	5	03/23/21	03/29/21	0
MEP Finish	25	25	03/30/21	05/03/21	0
Toilet Accessories	2	2	05/04/21	05/05/21	0
Specialties	2	2	05/04/21	05/05/21	0
Hang Doors	3	3	05/04/21	05/06/21	0
Painting- Finish	5	5	05/04/21	05/10/21	0
Flooring	5	5	05/04/21	05/10/21	0
Door Hardware	2	2	05/07/21	05/10/21	0
Ceiling Tile	5	5	05/11/21	05/17/21	0
Inspections / Final Cleaning / Punch List	15	15	05/18/21	06/07/21	0
Stadium Concessions / Storage / Ticket Booth					
Soil Surcharge	50	50	07/21/20	09/28/20	0
Building Pad	5	5	09/29/20	10/05/20	0
MEP Underslab	10	10	10/06/20	10/19/20	0
Slab Prep	9	9	10/20/20	10/30/20	0
Slab Pour	1	1	11/02/20	11/02/20	0
Form Tilt Walls	10	10	11/03/20	11/16/20	0
Pour Tilt Walls	10	10	11/17/20	11/30/20	0
Erect Tilt Walls	5	5	12/01/20	12/07/20	0
Structural Steel	10	10	12/08/20	12/21/20	0
Rough Framing	8	8	12/22/20	01/04/21	0
Roofing	10	10	12/22/20	01/06/21	0
MEP Rough-ins	25	25	01/05/21	02/08/21	0
Exterior Painting	8	8	01/07/21	01/18/21	0



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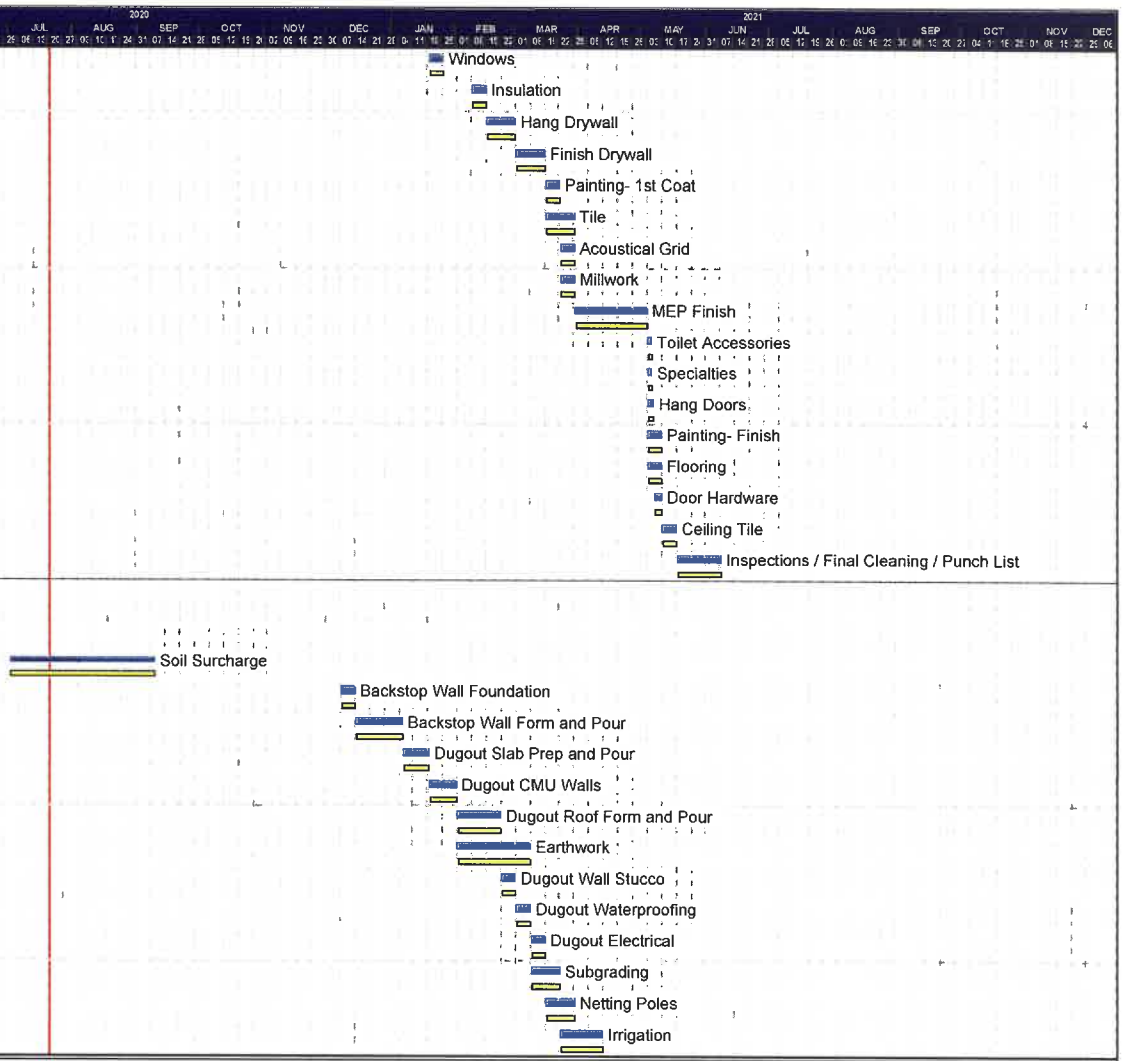
RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Windows	5	5	01/19/21	01/25/21	0
Insulation	5	5	02/09/21	02/15/21	0
Hang Drywall	10	10	02/16/21	03/01/21	0
Finish Drywall	10	10	03/02/21	03/15/21	0
Painting- 1st Coat	5	5	03/16/21	03/22/21	0
Tile	10	10	03/16/21	03/29/21	0
Acoustical Grid	5	5	03/23/21	03/29/21	0
Millwork	5	5	03/23/21	03/29/21	0
MEP Finish	25	25	03/30/21	05/03/21	0
Toilet Accessories	2	2	05/04/21	05/05/21	0
Specialties	2	2	05/04/21	05/05/21	0
Hang Doors	3	3	05/04/21	05/06/21	0
Painting- Finish	5	5	05/04/21	05/10/21	0
Flooring	5	5	05/04/21	05/10/21	0
Door Hardware	2	2	05/07/21	05/10/21	0
Ceiling Tile	5	5	05/11/21	05/17/21	0
Inspections / Final Cleaning / Punch List	15	15	05/18/21	06/07/21	0

Baseball Field

Soil Surcharge	50	27	07/02/20	09/09/20	46
Backstop Wall Foundation	5	5	12/08/20	12/14/20	0
Backstop Wall Form and Pour	15	15	12/15/20	01/06/21	0
Dugout Slab Prep and Pour	8	8	01/07/21	01/18/21	0
Dugout CMU Walls	10	10	01/19/21	02/01/21	0
Dugout Roof Form and Pour	15	15	02/02/21	02/22/21	0
Earthwork	25	25	02/02/21	03/08/21	0
Dugout Wall Stucco	5	5	02/23/21	03/01/21	0
Dugout Waterproofing	5	5	03/02/21	03/08/21	0
Dugout Electrical	5	5	03/09/21	03/15/21	0
Subgrading	10	10	03/09/21	03/22/21	0
Netting Poles	10	10	03/16/21	03/29/21	0
Irrigation	15	15	03/23/21	04/12/21	0



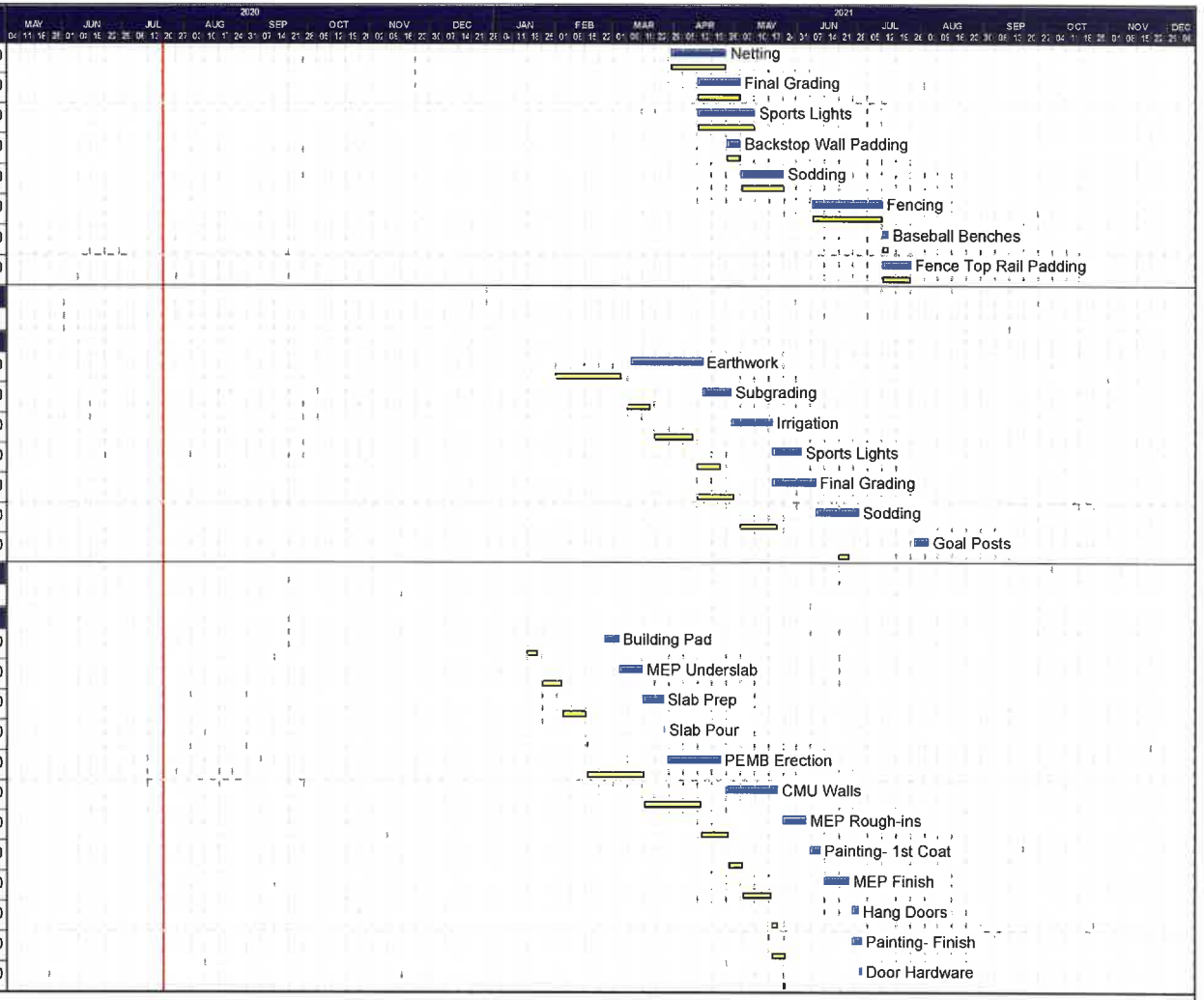
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Netting	20	20	03/30/21	04/26/21	0
Final Grading	15	15	04/13/21	05/03/21	0
Sports Lights	20	20	04/13/21	05/10/21	0
Backstop Wall Padding	5	5	04/27/21	05/03/21	0
Sodding	15	15	05/04/21	05/24/21	0
Fencing	25	25	06/08/21	07/12/21	0
Baseball Benches	3	3	07/13/21	07/15/21	0
Fence Top Rail Padding	10	10	07/13/21	07/26/21	0
Football Practice Field					
Earthwork	25	25	03/11/21	04/14/21	0
Subgrading	10	10	04/15/21	04/28/21	0
Irrigation	15	15	04/29/21	05/19/21	0
Sports Lights	10	10	05/20/21	06/02/21	0
Final Grading	15	15	05/20/21	06/09/21	0
Sodding	15	15	06/10/21	06/30/21	0
Goal Posts	5	5	07/29/21	08/04/21	0
Ag Barn					
Building Pad	5	5	02/25/21	03/03/21	0
MEP Underslab	8	8	03/04/21	03/15/21	0
Slab Prep	8	8	03/16/21	03/25/21	0
Slab Pour	1	1	03/26/21	03/26/21	0
PEMB Erection	20	20	03/29/21	04/23/21	0
CMU Walls	20	20	04/26/21	05/21/21	0
MEP Rough-ins	10	10	05/24/21	06/04/21	0
Painting- 1st Coat	5	5	06/07/21	06/11/21	0
MEP Finish	10	10	06/14/21	06/25/21	0
Hang Doors	3	3	06/28/21	06/30/21	0
Painting- Finish	5	5	06/28/21	07/02/21	0
Door Hardware	2	2	07/01/21	07/02/21	0



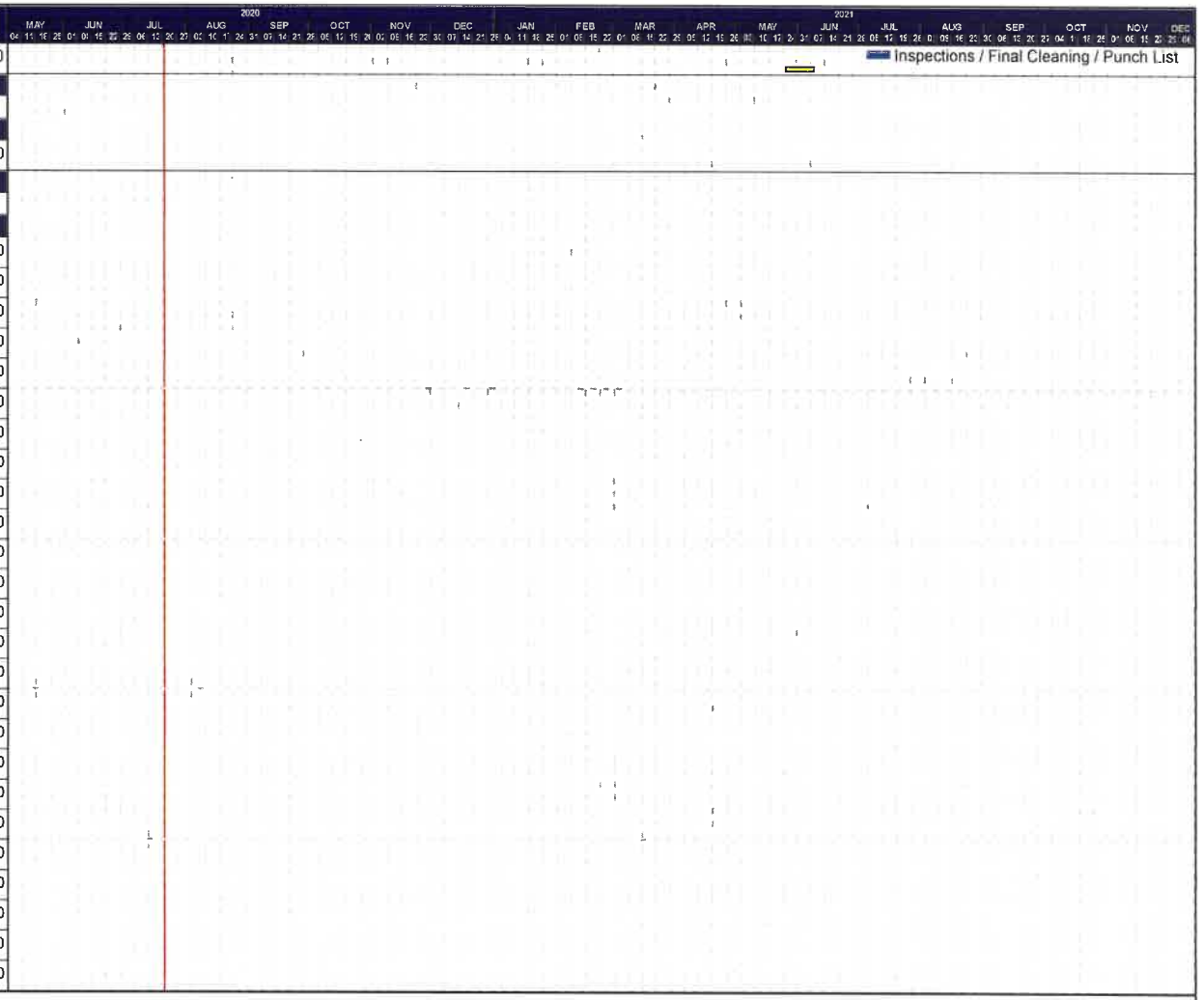
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Inspections / Final Cleaning / Punch List	10	10	07/05/21	07/16/21	0
Structural Demo					
Demo of Remaining Buildings	75	75	01/03/22	04/15/22	0
Building #30 Rennovations					
Selective Demo	15	15	01/03/22	01/21/22	0
MEP Underslab	8	8	01/24/22	02/02/22	0
Slab Pourbacks	5	5	02/03/22	02/09/22	0
Windows	5	5	02/10/22	02/16/22	0
Rough Framing	8	8	02/10/22	02/21/22	0
MEP Rough-ins	20	20	02/22/22	03/21/22	0
Insulation	5	5	03/22/22	03/28/22	0
Hang Drywall	12	12	03/29/22	04/13/22	0
Finish Drywall	12	12	04/14/22	04/29/22	0
OH Doors	3	3	05/02/22	05/04/22	0
Painting- 1st Coat	5	5	05/02/22	05/06/22	0
Tile	10	10	05/02/22	05/13/22	0
Acoustical Grid	5	5	05/09/22	05/13/22	0
Millwork	5	5	05/09/22	05/13/22	0
Walkway Canopy Foundations	10	10	05/16/22	05/27/22	0
MEP Finish	20	20	05/16/22	06/10/22	0
Exterior Slab	10	10	05/30/22	06/10/22	0
Toilet Accessories	2	2	06/13/22	06/14/22	0
Specialties	2	2	06/13/22	06/14/22	0
Painting- Finish	5	5	06/13/22	06/17/22	0
Hang Doors	5	5	06/13/22	06/17/22	0
Flooring	15	15	06/13/22	07/01/22	0
Door Hardware	3	3	06/20/22	06/22/22	0
Ceiling Tile	5	5	07/05/22	07/11/22	0
Walkway Canopy	10	10	07/12/22	07/25/22	0



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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Inspections / Final Cleaning / Punch List	10	10	07/12/22	07/25/22	0
Greenhouse					
Building Pad	5	5	04/04/22	04/08/22	0
MEP Underslab	5	5	04/11/22	04/15/22	0
Slab Prep	4	4	04/18/22	04/21/22	0
Slab Pour	1	1	04/22/22	04/22/22	0
Greenhouse Erection	30	30	04/25/22	06/03/22	0
MEP Finish	15	15	06/06/22	06/24/22	0
Final Inspection / Final Cleaning / Punch	10	10	06/27/22	07/11/22	0
Flamable Storage Building					
Building Pad	3	3	04/11/22	04/13/22	0
MEP Underslab	2	2	04/14/22	04/15/22	0
Slab Prep	4	4	04/18/22	04/21/22	0
Slab Pour	1	1	04/22/22	04/22/22	0
CMU Walls	10	10	04/25/22	05/06/22	0
Structural Steel	5	5	05/09/22	05/13/22	0
Roofing	5	5	05/16/22	05/20/22	0
Exterior Painting	3	3	05/23/22	05/25/22	0
Rough Framing	3	3	05/23/22	05/25/22	0
MEP Rough-ins	5	5	05/26/22	06/01/22	0
Painting- 1st Coat	3	3	06/02/22	06/06/22	0
MEP Finish	5	5	06/07/22	06/13/22	0
Hang Doors	1	1	06/14/22	06/14/22	0
Painting- Finish	3	3	06/14/22	06/16/22	0
Door Hardware	1	1	06/15/22	06/15/22	0
Inspections / Final Cleaning / Punch List	5	5	06/17/22	06/23/22	0
Building #16 Rennovations					
Selective Demo	10	10	01/24/22	02/04/22	0



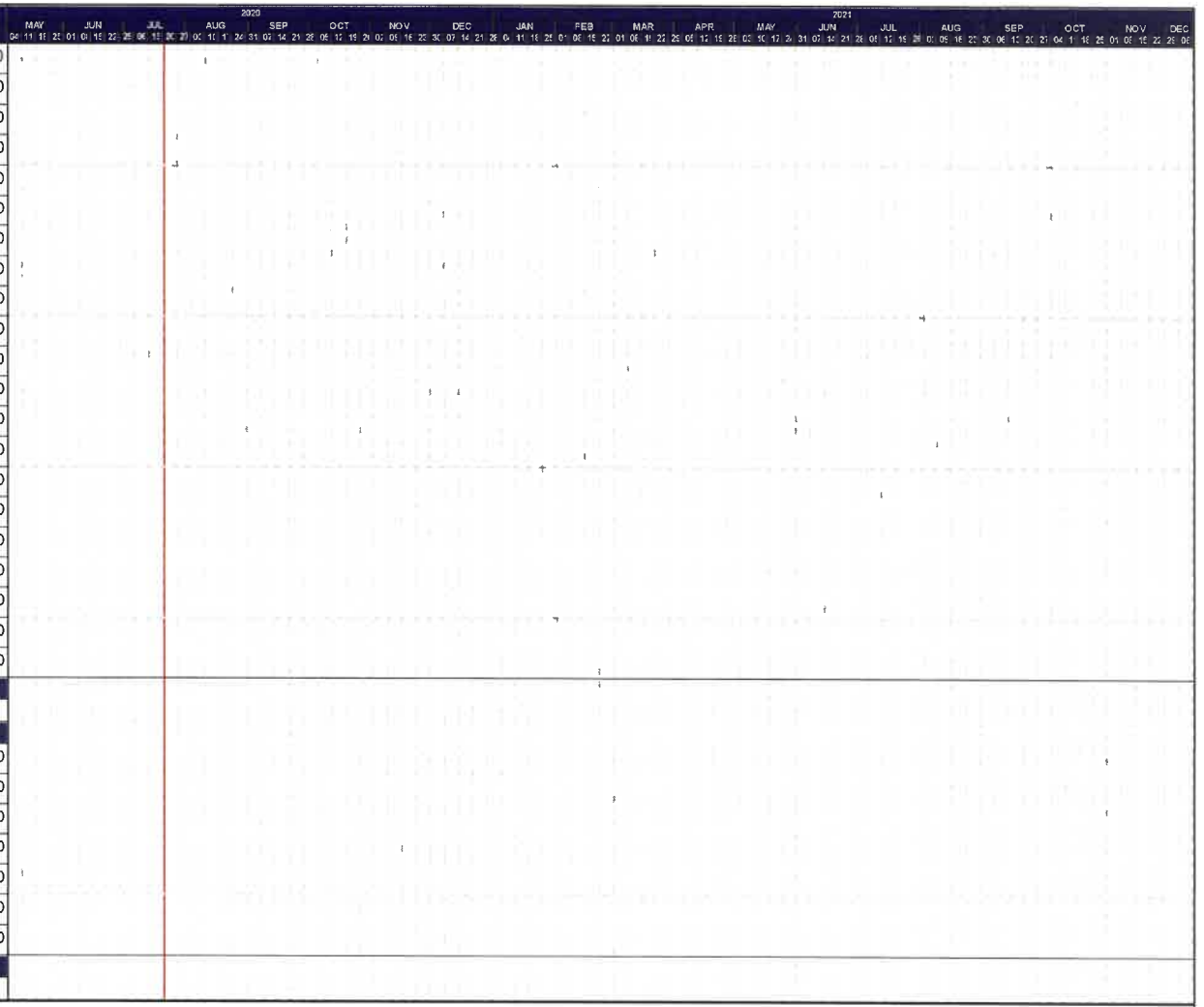
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
MEP Underslab	5	5	02/07/22	02/11/22	0
Slab Pourbacks	5	5	02/14/22	02/18/22	0
Windows	5	5	02/21/22	02/25/22	0
Rough Framing	8	8	02/21/22	03/02/22	0
MEP Rough-ins	20	20	03/03/22	03/30/22	0
Insulation	5	5	03/31/22	04/06/22	0
Hang Drywall	12	12	04/07/22	04/22/22	0
Finish Drywall	12	12	04/25/22	05/10/22	0
Painting- 1st Coat	5	5	05/11/22	05/17/22	0
Tile	10	10	05/11/22	05/24/22	0
Acoustical Grid	5	5	05/18/22	05/24/22	0
Millwork	5	5	05/18/22	05/24/22	0
MEP Finish	20	20	05/25/22	06/21/22	0
Toilet Accessories	2	2	06/22/22	06/23/22	0
Specialties	2	2	06/22/22	06/23/22	0
Painting- Finish	5	5	06/22/22	06/28/22	0
Hang Doors	5	5	06/22/22	06/28/22	0
Flooring	15	15	06/22/22	07/13/22	0
Door Hardware	3	3	06/29/22	07/01/22	0
Ceiling Tile	5	5	07/14/22	07/20/22	0
Inspections / Final Cleaning / Punch List	10	10	07/21/22	08/03/22	0
Band Practice Field					
Earthwork	15	15	04/11/22	04/29/22	0
Subgrading	10	10	05/02/22	05/13/22	0
Irrigation	10	10	05/16/22	05/27/22	0
Sidewalks	18	18	05/16/22	06/08/22	0
Final Grading	10	10	05/30/22	06/10/22	0
Sports Lights	10	10	05/30/22	06/10/22	0
Sodding	10	10	06/13/22	06/24/22	0
Shooting Range					



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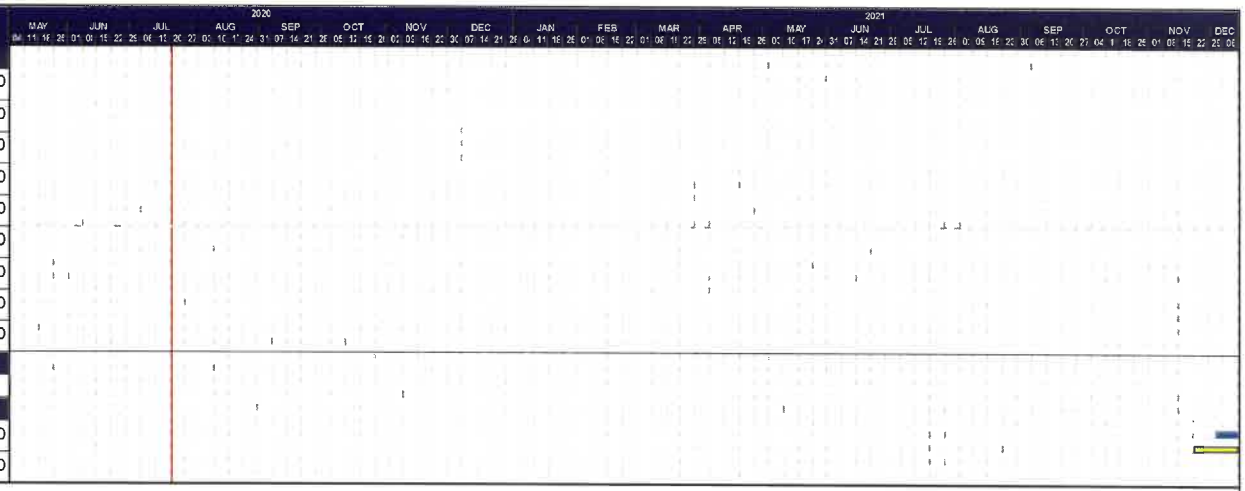
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Building Pad	3	3	05/02/22	05/04/22	0
Foundation Prep	4	4	05/05/22	05/10/22	0
Foundation Pour	1	1	05/11/22	05/11/22	0
CMU Walls	5	5	05/12/22	05/18/22	0
Painting- 1st Coat	3	3	05/19/22	05/23/22	0
Sidewalks / Slab	5	5	05/24/22	05/30/22	0
Painting- Finish	3	3	05/31/22	06/02/22	0
Bleachers	10	10	06/07/22	06/20/22	0
Inspections / Final Cleaning / Punch List	5	5	06/21/22	06/27/22	0
PCPS Move-in for Main Campus	15	15	12/03/21	12/24/21	0
PCPS Move-in of Entire Campus	5	5	07/28/22	08/03/22	0



Start date	05/11/20
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RODDA CONSTRUCTION, INC.
Mulberry HS- Updated Schedule

RODDA CONSTRUCTION, INC.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

Rodda Construction was founded in Lakeland, FL over 36 years ago. We do not have any satellite offices, and 100% of the project management for all of our projects is conducted in Polk County by our 48 employees.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 13075 **CLASS: B+** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
JASON RODDA	250 E HIGHLAND DR LAKELAND

BUSINESS NAME AND MAILING ADDRESS

RODDA CONSTRUCTION INC
RODDA CONSTRUCTION, INC
250 E HIGHLAND DR
LAKELAND, FL 338131725

CODE **ACTIVITY TYPE**
230150 **CONTRACTOR GENERAL**

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR-CGC1506703

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3442909 07/29/2025 HSP **TP 57.75** **RODDA CONSTRUCTION INC**



Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rodda Construction Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
250 East Highland Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Lakeland FL 33813

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 9 3 2 9 8 3

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 ▶ _____ Date ▶ 8/25/25

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

TAB 6- MWBE

Rodda Construction takes an aggressive approach in order to ensure Women and Minority Business Enterprise Participation in the sub bidding process. We have a strong commitment to WMBE participation in our past and current projects, and fully support their development through our WMBE program below. As can be seen by the chart at the bottom of the page, we feel that a goal of high WMBE participation on every project can be achieved by hard work and determination to treat everyone involved in the project with honesty and fairness.



LOCAL KNOWLEDGE- We maintain an extensive and accurate database of MWBE contractors for every trade, and solicit participation from them on every project. There are dozens of local and regional, qualified MWBE firms who we work with on a daily basis who bid each of our projects.

SUPPORT- Financial and Leadership support of Minority organizations, functions and vocational training programs.

RECRUITMENT- Subcontractors, vendors and second tier contractors are contacted.

WORKSHOPS- Held in the local community to ensure full awareness of the project.

MENTORING PROGRAMS- Our team has entered into mentoring programs on several occasions in order to create a team that can be more successful in the solicitation of MWBE bids and participation.

SCOPE SEPARATION- Wherever possible, we separate out work into more manageable sizes in order to create scopes where all firms can equally participate.

MONITORING AND REPORTING- Calculation and reporting of MWBE participation results from the GMP compilation, and periodic updates in relation to the set goal to ensure success.

COMPLETED PROJECTS	PUBLIC/ PRIVATE	COST	MWBE %
Willow Oak Elementary	Public	$25,719,018.49	23.31%
Mulberry High School	Public	$39,478,756.86	25.84%
Lake Gibson Middle Gym	Public	$6,354,568.62	31.86%
Denison Middle Gym	Public	$4,770,101.96	36.27%
	TOTAL	**$76,322,445.93**	**29.32%**

TAB 7- TIMELY COMPLETION OF PROJECTS

The Medical Examiner Expansion & Renovation project will fit perfectly into our firm's overall workload, as much of our current work will be completed before this project is scheduled to begin.

PROJECT DESCRIPTION, LOCATION, & OWNER	DESIGN ARCHITECT/ ENGINEER	CONTRACT VALUE	PERCENT COMPLETE	ESTIMATED COMPLETION
Mulberry Depot 303 Mulberry, FL City of Mulberry	Straughn Trout Architects	$4,700,000.00	99%	August 2025
Spook Hill Cafeteria Lake Wales, FL PCPS	Furr, Wegman, and Banks Architects	$10,935,762.00	85%	August 2025
JA Discovery Center Lakeland , FL PCPS	Rhodes & Brito Architects	$7,500,000.00	0%	August 2026
South Lakeland YMCA Expansion Lakeland, FL YMCA of West Central Florida	WJ Architects	$21,000,000.00	70%	September 2025
Detroit Tigers Baseball Operations Lakeland, FL Detroit Tigers & City of Lakeland	WJ Architects	$8,000,000.00	99%	August 2025
Mulberry Boys & Girls Club Mulberry, FL Boys & Girls Club	Straughn Trout Architects	$3,000,000.00	80%	August 2025
Total		$55,135,762.00		

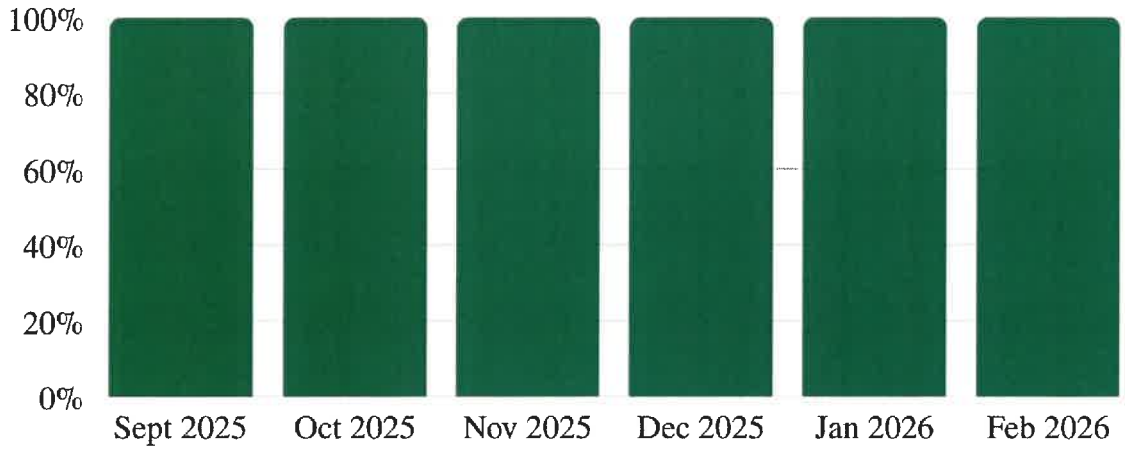
TAB 7- TIMELY COMPLETION OF PROJECTS

Our proposed staff will be free to be fully dedicated to handle each aspect of the scope of services for this project. The entire project staff will be ready in perfect time to help complete pre-construction services and begin construction for this project.

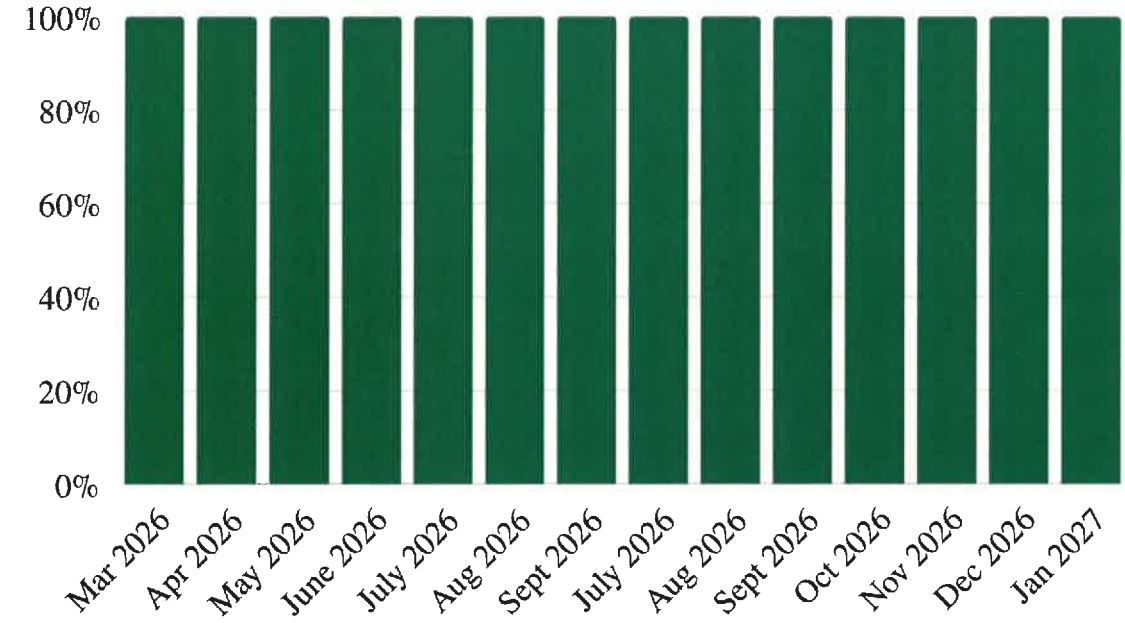
For the Pre- Construction Phase- Jeff Sandman, Jason Rodda, Jacob Koretchko and Ed Holly have full availability to complete any necessary tasks.

For the Construction Phase- Jason Rodda, Jacob Koretchko and Ed Holly will have 100% of their time dedicated to the Medical Examiner Expansion & Renovation.

PRE-CONSTRUCTION PHASE- STAFF AVAILABILITY



CONSTRUCTION PHASE- STAFF AVAILABILITY



Survey Questionnaire – Polk County

RFP 25-599, Construction Manager at Risk – Medical Examiner Expansion & Renovation

To: Terry Dennis (Name of Person completing survey)

Florida Southern College (Name of Client Company/Contractor

Phone Number: 863-680-3937 Email: vdennis@flsouthern.edu

Total Annual Budget of Entity $7,594,344.00

Subject: Past Performance Survey of Similar work:

Project name: FSC Department of Physical Therapy Building

Name of Vendor being surveyed: Terry Dennis

Cost of Services: Original Cost: $7,594,344.00 Ending Cost: $5,734,000.00

Contract Start Date: June 2018 Contract End Date: Aug 2019

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 V. Terry Dennis

Signature of Evaluator: V. Terry Dennis

Please fax or email the completed survey to: kelsey@roddaconstruction.com

Survey Questionnaire – Polk County

RFP 25-599, Construction Manager at Risk – Medical Examiner Expansion & Renovation

To: Elaine Thompson (Name of Person completing survey)

Lakeland Regional Health (Name of Client Company/Contractor

Phone Number: 610-554-0022 Email: ~~donorrelations@ymcawcf.org~~ ethompson1ect1845@gmail.com

Total Annual Budget of Entity $12,183,305.00

Subject: Past Performance Survey of Similar work:

Project name: Lakeland Regional Health Cancer Center Expansion & Renovation

Name of Vendor being surveyed: Elaine Thompson

Cost of Services: Original Cost: $12,183,305.00 Ending Cost: $10,125,357.00

Contract Start Date: Oct 2015 Contract End Date: April 2017

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 Elaine Thompson, PhD

Signature of Evaluator: Elaine Thompson CEO 2010-2020

Please fax or email the completed survey to: kelsey@roddaconstruction.com

Survey Questionnaire – Polk County

RFP 25-599, Construction Manager at Risk – Medical Examiner Expansion & Renovation

To: Elaine Thompson (Name of Person completing survey)

Lakeland Regional Health (Name of Client Company/Contractor

Phone Number: 610-554-0022 Email: donorrelations@ymcawcf.org

Total Annual Budget of Entity $15,000,000.00 Cat1845@gmail.com.

Subject: Past Performance Survey of Similar work:

Project name: Lakeland Regional Health Grasslands Campus

Name of Vendor being surveyed: Elaine Thompson

Cost of Services: Original Cost: $15,000,000.00 Ending Cost: $12,984,729.00

Contract Start Date: Dec 2015 Contract End Date: Aug 2017

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 Elaine Thompson, Pres.

Signature of Evaluator: Elaine Thomp (CEO 2010-2020)

Please fax or email the completed survey to: kelsey@roddaconstruction.com

Survey Questionnaire – Polk County

RFP 25-599, Construction Manager at Risk – Medical Examiner Expansion & Renovation

To: Alice Koehler (Name of Person completing survey)

Lakeland Volunteers in Medicine (Name of Client Company/Contractor

Phone Number: 863-688-5846 Email: akoehler@lvim.net

Total Annual Budget of Entity $5,000,000.00

Subject: Past Performance Survey of Similar work:

Project name: Lakeland Volunteers in Medicine

Name of Vendor being surveyed: Lakeland Volunteers in Medicine

Cost of Services: Original Cost: $5,000,000.00 Ending Cost: $4,400,000.00

Contract Start Date: April 2018 Contract End Date: April 2019

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)	8
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)	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)	10

Printed Name of Evaluator Alice V. Koehler, MBA | President &CEO

Signature of Evaluator: Alice V. Koehler

Please fax or email the completed survey to: kelsey@roddaconstruction.com

Survey Questionnaire – Polk County

RFP 25-599, Construction Manager at Risk – Medical Examiner Expansion & Renovation

To: Elaine Thompson (Name of Person completing survey)

YMCA of West Central Florida (Name of Client Company/Contractor

Phone Number: 610-554-0022 Email: ~~donorrelations@ymcawcf.org~~ oet1845@gmail.com

Total Annual Budget of Entity $21,000,000.00

Subject: Past Performance Survey of Similar work:

Project name: YMCA South Lakeland Expansion

Name of Vendor being surveyed: Elaine Thompson

Cost of Services: Original Cost: $21,000,000.00 Ending Cost: to be completed (currently under budget)

Contract Start Date: Jan 2024 Contract End Date: on schedule

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)	underway 9/10
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 Elaine Thompson, PhD.

Signature of Evaluator: Elaine Thompson 5/19/25 Chairperson Board of Directors.

Please fax or email the completed survey to: kelsey@roddaconstruction.com

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Rodda Construction, Inc

DBA/Fictitious Name (if applicable): _____

TIN #: 59-2932983

Address: 250 E. Highland Dr.

City: Lakeland

State: FL

Zip Code: 33813

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: Jason Rodda

Phone Number: 863-669-0990

Cell Phone Number: _____

Email Address: jason@roddaconstruction.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: Florida

The Successful vendor must complete and submit this form prior to the award. The Successful vendor must invoice using the company name listed above.

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: Rodda Construction

Signature: _____

Title: President/ CEO

Date: 8/25/25

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25th day of Aug., 2025, by J. Jason Rodda (*name*) as Pres/CEO (*title of officer*) of Rodda Construction (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Kathleen S McCallum

Printed Name of Notary Public: Kathleen S. McCallum

Notary Commission Number and Expiration: HH-456538, 1-17,2028

(AFFIX NOTARY SEAL)

KATHLEEN S. MCCALLUM
NOTARY PUBLIC
MY COMMISSION EXPIRES 1-17-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 456538

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 25-599, Construction Manager at Risk – Medical Examiner Expansion & Renovation

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 25th day of August, 2025

ATTEST:

By: Kathy McCallum

PRINTED NAME: Kathy McCallum

Its: Exec. Assistant

CONTRACTOR:

By: _____

PRINTED NAME: J. Jason Rodda

Its: President/CEO

State of Florida
Department of State

I certify from the records of this office that RODDA CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on February 24, 1989, effective February 23, 1989.

The document number of this corporation is K68334.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 24, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of January, 2025

Secretary of State

Tracking Number: 8559079145CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

August 21, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-599, Construction Manager at Risk (CMAR) – Medical Examiner Expansion & Renovation

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

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: J. Jason Rodda

Title: President / CEO

Company: Rodda Construction

RFP 25-599, Construction Manager at Risk (CMAR) – Medical Examiner Expansion & Renovation

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: The RFP states that the proposal must be submitted in a 3-ring binder. Would Polk County accept a spiral-bound format instead, provided that all requested tabs and documentation are included and clearly organized?

Answer 2: Spiral-bound is acceptable format.

Question 3: **1)** Electronic submissions via Kiteworks, are we still required to submit one original and five hard-copy binders, or may we submit only the electronic package? **2)** The RFP lists separate Tabs in PDF format. Should we upload five individually labeled PDFs (e.g. "RFP 25-599 Tab 1.pdf"), or combine everything into one bookmarked PDF?

Answer 3: **1)** For electronic submissions via Kiteworks, only the electronic package is required. Hard copies are required only for non-electronic submissions.
2) Individual labeled PDF's for each Tab.

Question 4: Want to confirm that Exhibit 1 is not required to be included with each survey questionnaire, and that it is only provided as a reference for completing the top portion of the survey?

Answer 4: Exhibit 1 is detailed instructions on how to prepare and send performance surveys. It is not to be submitted with questionnaire.

Question 5: **1)** Regarding Tab 6 of this RFP, please advise if proposers will be allocated points for inclusion of MBE sub-consultants.
2) We've noticed several municipalities removing this particular qualification from the scoring criteria and our request is if the County would give any consideration to doing so?

Answer 5: **1)** Yes proposers will be allocated points for women or minority business enterprises as defined in Tab 6 on page 10 & 11 of Bid Package.
2) The County does not intend to remove this scoring criteria at this time.

Question 6: Tab 3 states to provide similar CMAR projects performed for public entities. If a company has experience in medical offices and facilities in the private sector, are we able to use those in Tab 3?

Answer 6: Medical offices would not be considered a similar scope; private sector surgical centers could be considered acceptable. See "Revision 1" below.

Question 7: Address for project site?

Answer 7: The existing Polk County Medical Examiner's office located at 1021 Jim Keene Blvd., Winter Haven, FL 33880.

Question 8: Are background checks required for this project? If so, do they apply to all staff involved in the project or only to personnel present during the construction phase?

Answer 8: Yes, we will be requiring background checks for this project for all staff involved.

Question 9: Would the County consider extending the timeframe from 10 years to 20 years for similar projects shown in Tab 3?

Answer 9: The County will extend Tab 3 from 10 to 20 years for similar projects. Contractor must show that it is similar in nature. See "Revision 1" below.

Revision 1

RFP Package, Tab 3, page 7:

Delete in entirety:

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 Contractor and current staff. (List no more than five (5) projects completed 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.

Replace with:

Provide a minimum of three (3) and a maximum of five (5) similar CMAR projects performed which best illustrate the experience of the prime Contractor and current staff. (List no more than five (5) projects completed within the last twenty (20) 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.

Polk County

Board of County Commissioners (Organizational)

Agenda Item R.19. 11/18/2025

SUBJECT

Approval of a CIP amendment to establish Fuel Site Technology upgrade project in the FY 24/25 CIP and a budget transfer from the Fleet Maintenance Reserves - Service Improvements ($168,500 one-time transfer)

DESCRIPTION

Fleet Management operates 12 fuel sites with 13 FuelMaster dispensing units, the current technology of these units was rapidly becoming obsolete, and the quality of information was degrading. This project replaced existing technology with the FMLive product which is cellular based and removed the fuel sites from the county network, alleviating possible network-related security issues and related outages.

This project was originally established through a CIP amendment in FY 23/24 on May 7, 2024. Fleet anticipated the completion of this project in FY 23/24. However, the project was delayed, waiting to receive the hardware and the implementation of SOC-2 protocols, all the associated spending occurred during FY 24/25, so the project and budget must be established in the FY 24/25 CIP budget.

RECOMMENDATION

Request approval of a CIP Budget Amendment to add Fuel Site Technology upgrade project to the FY 24/25 adopted CIP and a transfer from Fleet Maintenance Reserves - Service Improvements in the amount of $168,500.

FISCAL IMPACT

Funds are available for transfer within FY 24/25 Fleet Maintenance Reserves - Service Improvements.

CONTACT INFORMATION

Michael Chase
Fleet Management Division Director
Polk County Board of County Commissioners
863-534-5614
michaelchase@polk-county.net <mailto:michaelchase@polk-county.net>:

CIP BUDGET AMENDMENT REQUEST

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

Date	10/30/2025
CIP Project(s)	4100005
Division	Fleet Management
BRJ ID:	Djouppi 10/30/25 - BOCC 11/18/25

	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
	$ 168,500	50101	410000501	5998170	0	$ 168,500	100.0%
TOTAL	$ 168,500						
	Amount **TO**						% Increase
	$ 168,500	50101	410599090	5666000	4100005	$ 168,500	100.0%
TOTAL	$ 168,500						

JUSTIFICATION (Attached Current Fiscal Year CIP Detail Sheets)

Was approved in middle year FY 23/24 and not rolled forward into FY 24/25.

APPROVALS

Division Director Approval:		10/31/2025
Policy 6.a: Budget/Procurement	**Policy 6.b: County Management/Designee**	
11/3/25 (Date)	BOCC 11/18/2025 (Date)	

FY2025 COMMUNITY INVESTMENT PROGRAM | FY2025 - FY2029 PROJECT DETAILS

PROJECT # 4100005 **PROJECT NAME:** FM Live Fuel Site Technology upgrade project **PAGE #**

GENERAL PROJECT DATA:	
Project Name:	FM Live Fuel Site Technology upgrade project
Functional Area:	Fleet Management
Department:	Fleet Management
Location:	Various

COMPREHENSIVE PLAN INFORMATION:	
Project listed in CIE?	No
Comp. Plan reference:	No
LOS/Concurrency Related:	No

PROJECT NEED CRITERIA	
Safety	
Mandate	
Replace	X
Growth	

PROJECT SCHEDULE	FY24 1 2 3 4	FY25 1 2 3 4	FY26 1 2 3 4	FY27 1 2 3 4	FY28 1 2 3 4
Design/Arch					
Land/ROW					
Construct		X X			
Equipment					

PROJECT DESCRIPTION:

Upgrade 13 existing FuelMaster units across 12 fuel sites to FMLive. Start-Up and test each system for proper operation.

PROJECT RATIONALE (Include Additional LOS Detail, if necessary):

The current technology of these units is rapidly becoming obsolete, and the quality of information is degrading. This project would replace existing technology with the FMLive product which is cellular and remove the fuel sites from the county network, alleviating possible network-related security issues and related outages.

OPERATING BUDGET IMPACT:

No Additional Operating Impact

	Fund	Cost Center
Fund 1	50101	410599090
Fund 2		
Fund 3		
Fund 4		

REPLACEMENT COUNTY PROPERTY NO.: NA

	Prior Cum.	FY 24 Budget	FY 24 Projected Expense	FY25	FY26	FY27	FY28	FY29	Future Years	Proposed Project Total
EXPENDITURE PLAN										
Design/Arch/Eng										0
Land (or ROW)										0
Construction	0	0	0							0
Other				168,500						168,500
Equipment/software										0
Total Project Cost	**0**	**0**	**0**	**168,500**	**0**	**0**	**0**	**0**	**0**	**168,500**
FUNDING PLAN										
Fleet Maintenance Reserves - SI		0	0		0	0	0	0	0	0
Fleet Maintenance Fund		0	0	168,500						168,500
Fund 3										0
Fund 4										0
Total Funding	**0**	**0**	**0**	**168,500**	**0**	**0**	**0**	**0**	**0**	**168,500**
OPERATING BUDGET IMPACT										
Personnel Services										
Non-Personnel										
Capital										
Total Operating				**0**	**0**	**0**	**0**	**0**	**0**	



Agenda Item R.20. 11/18/2025

SUBJECT

Conservation Land Acquisition Selection Advisory Committee (CLASAC) recommendations on the following sites nominated to the Environmental Lands Program are to pursue acquisition on EL-148-25: Ridge to River Corridor, EL-150 -25: Backbone, EL-152-25: Arbuckle Road, EL-153-25: Joshua Land Ranch, EL-154 -25: Kuder Ranch & Groves, EL-155-25: Griffin Properties, EL-156-25: Lake Buffum Ranch, EL-158-25: Black Properties, EL-159-25: LJR Partnership, EL-160-25: The 45 Acres, and EL-161-25: Butler Tree Farm. CLASAC recommends not to pursue acquisition EL- 149 -25: Windyhill, EL-151-25: Cody Cove Hillside, EL-157-25: Sink Branch Buffer, and EL-162-25: Meadowbrook SPD

DESCRIPTION

The Polk County Board of County Commissioners ("Board") adopted Polk County Ordinance No.22-050 ("Ordinance") calling for a bond referendum on November 8, 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 ("Bond Referendum").

A majority of voters of Polk County approved of the Bond Referendum. The Ordinance provides that upon passing of the Bond Referendum, the Board shall create the Polk County Conservation Land Acquisition Advisory Committee ("CLASAC") by resolution; and the Board in determining the acquisition of land in accordance with the Ordinance.

The Ordinance provides that each proposed site will undergo a preliminary site assessment by the County to ensure the lands meet the basic criteria of environmental lands; and provides the criteria which will be considered in evaluation lands include (A) Water Resources, (B) Natural Communities and Landscape, (C) Plants and Animals, (D) Human Values, and (E) Management.

Resolution No.2023-009 authorizes CLASAC to create subcommittees consisting of members and non-members of the CLASAC. CLASAC created a technical advisory group (TAG) to assist CLASAC in the technical fact-finding that is necessary in evaluating lands in accordance with the criteria provided in the ordinance.

The following sites have been evaluated by TAG and the recommendations made by CLASAC. These sites are now presented to the Board, for Board to determine if staff should pursue acquisition or not pursue acquisition.

EL-148-25: Ridge to River Corridor/ TAG 103/ CLASAC = YES to Pursue Acquisition
EL-149 -25: Windyhill/ TAG 84/ CLASAC = NO to Pursue Acquisition
EL-150 -25: Backbone/ TAG 92/ CLASAC = YES to Pursue Acquisition
EL-151-25: Cody Cove Hillside/ TAG 74/ CLASAC = NO to Pursue Acquisition
EL-152-25: Arbuckle Road/ TAG 89/ CLASAC = YES to Pursue Acquisition

EL-153-25: Joshua Land Ranch/ TAG 79/ CLASAC = YES to Pursue Acquisition
EL-154 -25: Kuder Ranch & Groves/ TAG 75/ CLASAC = YES to Pursue Acquisition
EL-155-25: Griffin Properties/ TAG 68/ CLASAC = YES to Pursue Acquisition
EL-156-25: Lake Buffum Ranch/ TAG 89/ CLASAC = YES to Pursue Acquisition
EL-157-25: Sink Branch Buffer/ TAG 64/ CLASAC = NO to Pursue Acquisition
EL-158-25: Black Properties/ TAG 80/ CLASAC = YES to Pursue Acquisition
EL-159-25: LJR Partnership/ TAG 90/ CLASAC = YES to Pursue Acquisition
EL-160-25: The 45 Acres/ TAG 83/ CLASAC = YES to Pursue Acquisition
EL-161-25: Butler Tree Farm/ TAG 82/ CLASAC = YES to Pursue Acquisition

EL-162-25: Meadowbrook SPD/ TAG 61/ CLASAC = NO to Pursue Acquisition

If the Board approves staff to pursue acquisition, staff will enter discussions with the property owners, seek acquisition partners as appropriate and conduct due diligence. Then any agreement drafted will be brought back to the Board for consideration of approval for acquisition.

RECOMMENDATION

Approve Conservation Land Acquisition Advisory Committee ("CLASAC") recommendation of the following:

1. Approve staff to pursue acquisition under the Environmental Lands Program for EL- 148-25, EL-150-25, EL-152-25, EL-153 -25, EL-154-25, EL-155-56, EL-156-25, EL-158-25, EL-159-25, EL-160-25 and EL-161-25.

2. Support CLASAC recommendation not to pursue acquisition under the Environmental Lands Program for EL-149 -25, EL-151-25, EL-157-25, and EL-162-25

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Tabitha Biehl, Director
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

Agenda
11/18/2025

Subject

Conservation Land Acquisition Selection Advisory Committee (CLASAC) recommendations on the following sites nominated to the Environmental Lands Program are to pursue acquisition on EL-148-25: Ridge to River Corridor, EL-150 -25: Backbone, EL-152-25: Arbuckle Road, EL-153-25: Joshua Land Ranch, EL-154 -25: Kuder Ranch & Groves, EL-155-25: Griffin Properties, EL-156-25: Lake Buffum Ranch, EL-158-25: Black Properties, EL-159-25: LJR Partnership, EL-160-25: The 45 Acres, and EL-161-25: Butler Tree Farm. CLASAC recommends not to pursue acquisition EL-149 -25: Windyhill, EL-151-25: Cody Cove Hillside, EL-157-25: Sink Branch Buffer, and EL-162-25: Meadowbrook SPD

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EL-156-25: Lake Buffum Ranch/ TAG 89/ CLASAC = YES to Pursue Acquisition
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If the Board approves staff to pursue acquisition, staff will enter discussions with the property owners, seek acquisition partners as appropriate and conduct due diligence. Then any agreement drafted will be brough back to the Board for consideration of approval for acquisition.

Recommendation
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2. Support CLASAC recommendation not to pursue acquisition under the Environmental Lands Program for EL-149 -25, EL-151-25, EL-157-25, and EL-162-25

Fiscal Impact
No Fiscal Impact

Contact Information
Tabitha Biehl, Director
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

REQUEST FOR LEGAL SERVICES

TO: County Attorney's Office

Attention: Breezi Hicks (AT01)

FROM: Tabitha Biehl / Brooke Moherek (Drawer 206) Ext. 863-209-3154 (PWDH)

DIV: Parks and Natural Resources

DATE: October 27, 2025

Request (In detail):

To request the Board to approve the Citizen Land Acquisition Selection Advisory Committee (CLASAC) recommendations to either pursue or not to pursue acquisition on EL-148-25: Ridge to River Corridor, EL-150 -25: Backbone, EL-152-25: Arbuckle Road, EL-153-25: Joshua Land Ranch, EL-154 -25: Kuder Ranch & Groves, EL-155-25: Griffin Properties, EL-156-25: Lake Buffum Ranch, EL-158-25: Black Properties, EL-159-25: LJR Partnership, EL-160-25: The 45 Acres, and EL-161-25: Butler Tree Farm. CLASAC recommends not to pursue acquisition EL-149 -25: Windyhill, EL-151-25: Cody Cove Hillside, EL-157-25: Sink Branch Buffer, and EL-162-25: Meadowbrook SPD.

Funding for these acquisitions is supported by the Environmental Lands Acquisition fund through referendum 2022-050.

11/3/2025-good to go!

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

Assign to: BREZI

County Attorney Project No.: 2025-708

Logged out: 11-3-25

Date: County Attorney OCT 29 2025

Agenda Item R.21. 11/18/2025

SUBJECT

Approve Amendment No. 1 to Agreement No. QG010 between Florida Department of Environmental Protection (FDEP) and Polk County and to fund the Wilson Ranch Reserve Hydrological Restoration Project. (no fiscal impact)

DESCRIPTION

In 2023, Polk County entered into a Comprehensive Services Agreement (CSA No. 2023-059) with HGS, LLC, doing business as RES Environmental Operating Company ("RES"), for the design and construction of a regional water quality treatment and wetland restoration project located at the confluence of Lower Saddle Creek and Peace Creek Canal, forming the headwaters of the Peace River (the "Project").

Under the terms of the CSA, the County and RES are required to collaborate in securing funding for the Project. Therefore September 2023, the County submitted an application to the Florida Department of Environmental Protection (FDEP) Water Quality Improvement Grant Program, requesting $7,500,000. FDEP awarded the County the full requested amount, and by October 2024, the County executed Grant Agreement No. QC010. The primary objectives of this grant are to complete pre-construction activities and initiate construction. The grant carries no local match requirement.

Polk County is now requesting approval of Amendment No. 1 to Grant Agreement No. QC010. The amendment formally extends the grant deadline to October 31, 2028, and revises deliverables and reimbursable amounts for Tasks 1 and 2 to reflect delays associated with federal and state permitting processes. These adjustments do not alter the overall intent or total budget of the original agreement. Rather this enables the County to expedite reimbursement for Task 1 expenses.

Pursuant to CSA No. 2023-059, Polk County will continue to coordinate closely with RES to carry out the tasks outlined in Amendment No. 1 to Agreement QG010. The County will receive reimbursement from FDEP upon successful completion and approval of each grant task.

The project has been approved by STAC.

RECOMMENDATION

Approve Amendment No. 1 to Agreement No. QG010 between Florida Department of Environmental Protection (FDEP) and Polk County and to fund the Wilson Ranch Reserve Hydrological Restoration Project. (no fiscal impact)

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Tabitha Biehl, Director
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

AMENDMENT NO. 1
TO AGREEMENT NO. QG010
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

This Amendment to Agreement No. QG010 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Polk County, a political subdivision of the State of Florida (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Wilson Ranch Reserve Hydrologic Restoration Project (Project), effective October 17, 2024; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to permit delays; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to October 31, 2028. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Benjamin Morrow
Address: 3900 Commonwealth Blvd
Tallahassee, FL 32399
Phone: (850)245-2086
Email: Benjamin.Morrow@FloridaDEP.gov

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

4. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: _____
Authorized Signature

Martha Santiago, Chair
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Benjamin Morrow, DEP Grant Manager

_____
Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Wilson Ranch Reserve Hydrological Restoration Project

PROJECT LOCATION: The Project will be located in the City of Bartow within Polk County, a political subdivision of the State of Florida; Lat/Long (27.9126, -81.8181).

PROJECT BACKGROUND: The Project is designed to provide hydrologic and ecologic restoration of lands, where Saddle Creek and Peace Creek converge to form the headwaters of the Peace River, through the restoration of the floodplain and restoration of natural stream flows while improving the stream corridor which will incorporate natural materials and native vegetation into a design that brings the essential services of the stream back in balance. The Project will reduce nutrient contributions to the Peace River and restore wildlife habitat that was lost over time as a result of the site being ditched and drained for agricultural practices over many decades. The project is an addition to the County's 4e plan, which demonstrates a commitment to implementing projects to improve waters not attaining Maximum Daily Load (TMDL).tal

PROJECT DESCRIPTION: Polk County, a subdivision of the State of Florida, (Grantee) will complete the design and permitting of the project as well as the mobilization and start of construction to achieve hydrologic and ecological restoration across approximately 400 acres of historic ranchland through berm removal, additional earthwork including grading, stream enhancement including bank stabilization and placement of materials to improve habitat, planting, treatment of invasives, obtaining and recording all land instruments required to begin construction, construction management initial activities, and removal or replacement of existing structures.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete 60% of the design of the Wilson Ranch Reserve Hydrological Restoration Project and apply for all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits applied for with issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will complete the design of the Wilson Ranch Reserve Hydrological Restoration Project and obtain all necessary permits for construction of the project. The Grantee will start mobilization of the project, initial site preparation, and construct the hydrological restoration project in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a list of all required permits identifying issue dates and issuing authorities; 3) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$1,356,250	07/01/2023	12/31/2026
2	Construction	Contractual Services	$6,143,750	07/01/2023	04/30/2028
		Total:	$7,500,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023 - 2024	37.039	Statewide Water Quality Restoration Projects - LI 1712	$7,500,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$7,500,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Wilson Ranch Reserve Hydrologic Restoration Project**

Agreement Number: **QG010**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Polk County, a political subdivision of the State of Florida**

Entity Type: **Local Government**

Grantee Address: **4177 Ben Durrance Road, Bartow, FL 33830**

FEID: **59-6000809**

(Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **October 31, 2027**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (27.91258, -81.81812)**

Project Description: **The Grantee will complete design and permitting along with the start of construction. The hydrological restoration project will provide restoration of wetlands, floodplains, and portions where Saddle and Peace Creek converge. This restoration will improve water quality, resiliency, and ecological habitat.**

5. Total Amount of Funding: **$ 7,500,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**WQIG, GAA LI 1712, FY 23-24, WPSPTF**	$ **7,500,000.00**
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **7,500,000.00**

6. Department's Grant Manager
Name: **Gabe Higginbotham** or successor
Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000
Phone: **850-245-2173**
Email: **Gabe.Higginbotham@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Tabitha Biehl** or successor
Address: **4177 Ben Durrance Road**
Bartow, FL 33830
Phone: **(863) 534-7374**
Email: **tabithabiehl@polk-county.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Polk County, a political subdivision of the State of Florida **GRANTEE**

Grantee Name

By _____ 10/1/24
(Authorized Signature) Date Signed

H.2

W.C. Braswell, Chair

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ Digitally signed by Angela Knecht
Date: 2024.10.17 16:17:25 -04'00'
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

Gabe Higginbotham Digitally signed by Gabe Higginbotham
Date: 2024.10.17 13:48:26 -04'00'

Gabe Higginbotham, DEP Grant Manager

Mitch Holmes Digitally signed by Mitch Holmes
Date: 2024.10.17 15:56:41 -04'00'

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

   i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

   ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

   iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

   iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

   This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.
The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.
The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.
If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.
All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.
If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.
To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.
If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Grantee's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. QG010

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Wilson Ranch Reserve Hydrologic Restoration Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Wilson Ranch Reserve Hydrological Restoration Project

PROJECT LOCATION: The Project will be located in the City of Bartow within Polk County; Lat/Long (27.91258, -81.81812). See Figure 1 for a location map.

PROJECT BACKGROUND: The Project is designed to provide hydrologic and ecologic restoration of lands, where Saddle Creek and Peace Creek converge to form the headwaters of the Peace River, through the restoration of the floodplain and restoration of natural stream flows while improving the stream corridor which will incorporate natural materials and native vegetation into a design that brings the essential services of the stream back in balance. The Project will reduce nutrient contributions to the Peace River and restore wildlife habitat that was lost over time as a result of the site being ditched and drained for agricultural practices over many decades. The project is an addition to the County's 4e plan, which demonstrates a commitment to implementing projects to improve waters not attaining standards before receiving a Total Maximum Daily Load (TMDL).

PROJECT DESCRIPTION: Polk County (Grantee) will complete the design and permitting of the project as well as the mobilization and start of construction to achieve hydrologic and ecological restoration across approximately 400 acres of historic ranchland through berm removal, additional earthwork including grading, stream enhancement including bank stabilization and placement of materials to improve habitat, planting, treatment of invasives, obtaining and recording all land instruments required to begin construction, construction management initial activities, and removal or replacement of existing structures.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Wilson Ranch Reserve Hydrological Restoration Project and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will start mobilization of the project, initial site preparation, and construction of the hydrological restoration project in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$1,500,000	07/01/2023	12/31/2025
2	Construction	Contractual Services	$6,000,000	07/01/2023	04/30/2027
		Total:	$7,500,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, 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 the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects	$7,500,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$7,500,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

Subject
Approve Amendment NO. 1 to Agreement No. QG010 between Florida Department of Environmental Protection (FDEP) and Polk County and to fund the Wilson Ranch Reserve Hydrological Restoration Project. (one-time revenue $7,500,000)

Description
In 2023, the County approved a comprehensive services agreement (CSA) #2023-059 with HGS, LLC d/b/a RES ENVIRONMENTAL OPERATING COMPANY ("RES"), to design and construct a proposed regional water quality treatment and wetland restoration project located where Saddle Creek and Peace Creek converge to form the headwaters of the Peace River (the "Project"). Once the Project is constructed, RES will monitor the pollutant loads, floodplain restoration levels, and exotic vegetation thresholds to ensure the Project has achieved desired water quality benefits. At the conclusion of a 25-year management period, RES will convey fee simple title for the Property and Project improvements to the County.

The CSA requires the County and RES to work together to secure State funding to fund the Project. Therefore, the County applied to the FDEP Water Quality Improvement Grant program in September 2023, requesting funds in the amount of $7,500,000.00 with no match required. In the spring of 2024, FDEP notified the County that it was awarded the full funding requested and by October 2024, the County had a fully executed grant #QC010 for $7,500,000. The major tasks for this grant agreement are to complete preconstruction work and initiate construction activities. There is no match requirement.

October 2025, Polk County is requesting Amendment NO. 1 to grant agreement #QC010. The amendment clarifies the grant agreement deadline from to be October 31, 2028. Additional changes were made to the Task 1 & 2 deliverables. Due to unforeseen circumstances with federal and state permitting delays, modifications were made to Task 1 & 2 deliverables and the budget per task. These modifications in no way change the intent of the original agreement and there is no change in the overall grant budget.

These changes allow the County to seek reimbursement for Task 1 within the next month, rather than having to wait up to 6 months until the permits are approved.

Through CSA 2023-059 County will continue to work closely with RES to execute the grant tasks. The County will be reimbursed upon successful completion of each of the grant tasks.

The project has been approved by STAC.

Recommendation
Approve Amendment NO. 1 to Agreement No. QG010 between Florida Department of Environmental Protection (FDEP) and Polk County and to fund the Wilson Ranch Reserve Hydrological Restoration Project. (one-time revenue $7,500,000)

Fiscal Impact
No Fiscal Impact

Contact Information
Tabitha Biehl, Director
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

REQUEST FOR LEGAL SERVICES

TO: County Attorney's Office

Attention: Breezi Hicks

FROM: Tabitha Biehl Drawer #206 Ext. 534-7377

DIV: Parks and Natural Resources

DATE: November 3, 2025

Request (In detail):

Approve Amendment NO. 1 to State of Florida Department of Environmental Protection (FDEP) Grant Agreement (Agreement #QG010) to implement preconstruction activities and start construction on the Wilson Ranch Reserve Hydrological Restoration Project. Polk County entered into a Comprehensive Agreement with HGS, LLC DBA RES Environmental Operating Company in 2023, to complete the Headwaters of Peace River project.

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:

* Tabitha sent original to Breezi 11/3/25
- Kelsey still Reviewing as well (copy)

From: Biehl, Tabitha
To: Leidinger, Jennifer
Subject: FW: Agenda Item - Pretty Please
Date: Wednesday, November 5, 2025 4:46:32 PM

Please see legal approval for the FDEP Amendment #1

From: Hicks, Breezi <BreeziHicks@polkfl.gov>
Sent: Wednesday, November 5, 2025 4:45 PM
To: Biehl, Tabitha <TabithaBiehl@polk-county.net>
Subject: RE: Agenda Item - Pretty Please

Good to go

Thank you,

Breezi K. Hicks
Assistant County Attorney
Polk County Attorney's Office
330 W. Church Street | P.O. Box 9005 | Drawer AT01| Bartow, FL 33831-9005
863.534.6436 | 863.534.7654 (fax) | 800.780.5346 (toll-free)
breezihicks@PolkFL.gov

From: Biehl, Tabitha <TabithaBiehl@polk-county.net>
Sent: Monday, November 3, 2025 4:44 PM
To: Hicks, Breezi <BreeziHicks@polkfl.gov>
Subject: Agenda Item - Pretty Please

Good Afternoon,

Please see the attached Amendment NO. 1 for this grant agreement. The major items changed are the task deliverables and the amount reimbursable per task. The overall amount has not changed.

The hard copy is on its way to you interoffice.

I would really like to get this on the 11/18 board meeting, if possible, Pretty please and thank you!!

Hope you are having a great Monday!!
Tabitha

Agenda Item R.22. 11/18/2025

SUBJECT

Approve the Conservation Easement with HGS, LLC, dba RES Environmental Operating Company (Grantor) in favor of Polk County, a political subdivision of the State of Florida (Grantee). (No Fiscal Impact)

DESCRIPTION

October 17, 2023, Polk County ("County") and HGS, LLC, dba RES Environmental Operating Company ("RES") executed a Comprehensive Services Agreement ("CSA") contract number 2023-059, to improve and restore the Peace Creek Canal streambank through the Wilson Ranch Property. The project provides many benefits to the County, including water quality improvement at the Headwaters of the Peace River, habitat enhancement for wildlife and fisheries, and increases flood storage capacity. The CSA provided the framework for RES to restore and construct a treatment wetland system, providing specific tasks and deliverables. In general, the project is comprised of three larger phases, Pre-construction Activities, Construction and Monitoring.

To date, RES is nearing the completion of the pre-construction phase. Pre-construction activities include such as tasks as site conditions report, permitting applications, geo tech work, surveying and design plans. While some of these tasks are ongoing, majority of these deliverables have been submitted to the COUNTY. Funding for the project, through the Pre-construction phase, has been provided through a series of State Appropriations and State Grants.

In addition, RES has agreed to dedicate a Conservation Easement in favor of the COUNTY. The Conservation Easement provides direction for RES to complete the remaining tasks in the CSA and ensures the County and State's investments and interests are protected in perpetuity.

The project includes construction of strategic water quality structures, including hydrating or enhancing historic wetlands and/or creating new wetlands to address water resource issues and nutrient loading in local waterbodies. RES plans to start construction Winter of 2025.

This project has been approved by the Stormwater Technical Advisory Committee (STAC).

RECOMMENDATION

Approve the Conservation Easement between RES and the County.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Tabitha Biehl, Director
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

Project Name: Peace Creek Restoration at Wilson Preserve

Prepared by:
Wade Allen
330 W Church St.
Bartow, FL 33830

When Recorded Return To:
Gaye Sharpe
4177 Ben Durrance Road
Bartow FL 33830

Parcel ID Numbers:
252933000000034030 &
252933000000031030

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (“Easement”) is made the ____ day of _____, 2025, by HGS, LLC**,** dba RES Environmental Operating Company, a Virginia Limited Liability Company, whose principal offices at 6575 West Loop South, Suite 300, Bellaire, Texas 77401 ("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 (the "Ordinance"), 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.

Baseline: The Baseline Documentation is the report with an effective date of x/xx/xxxx which can be found in the offices of Polk County Parks and Natural Resources Division located at 4177 Ben Durrance Road, Bartow, FL 33830.

Boundary: Please see Exhibit A, legal description.

Building: An enclosed, roofed, Structure used or intended for supporting, storing, or sheltering materials, or any use or activity.

Building Envelope: An area described on Exhibit C to this Easement, within which the right to construct or locate Structures is Reserved on the Property by this Easement.

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.

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.

Grantor: HGS, LLC**,** dba RES Environmental Operating Company, a Virginia Limited Liability Company and its successors and/or assigns in title to this Easement, plus the Grantor's invitees, and the Grantor's successors 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's officers, employees, board members, partners, members, shareholders, beneficiaries, trustees, heirs, successors, and assigns, 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, 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, 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 and more specifically described in the legal description in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Grantee is an organization authorized under the provisions of the Act 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 the signature of its Chairman below, to accept this Easement over the Property; and

WHEREAS, the Property qualifies as open space the preservation of which by this Easement will preserve the Property for the scenic enjoyment of the general public yielding a significant public benefit; and

WHEREAS, the Property qualifies as open space the preservation of which is pursuant to a clearly delineated federal, state or local governmental conservation policy and will yield a significant public benefit; and

WHEREAS, the Property provides shoreline protection along the Peace River, which spans 104.85 miles, and is situated at the headwaters where the Peace Creek and Saddle Creek converge, flowing downstream into Charlotte Harbor; and

WHEREAS, the Peace River is a contributor to the Peace River Watershed; and

WHEREAS, the Comprehensive Verified List published by the Florida Department of Environmental Protection (FDEP) pursuant to the Impaired Waters Rule, (Chapter 62-303, FAC, as amended) lists the Peace River (Associated Water Body Identification Number [WBID] 1623A, 1623B, 1623C, 1623D, 1623E, 1623F, 1623G, 1623H, 1623I, 1623J, 1646A, 1787A2, 2056A, 2056B, 2056C1, 2056C2.); and

WHEREAS, the Peace River, being impaired, based on the following water quality parameters: mercury, total phosphorus, chlorophyll-a, macrophytes, total nitrogen, and iron, requires measures to be taken to improve the waterbody; and

WHEREAS, the Property provides important water resource protection for the Peace River; and

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

WHEREAS, the Property also lies within several conservation priority areas: Florida Ecological Greenway Network (Priority 2), The Florida Wildlife Corridor (Priority 2), and The Strategic Habitat Conservation Area (Priority 5); 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; 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 grant, 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 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, 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 as 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
- Preservation of living shoreline
- Maintenance and improvement of water quality
- Provision of stormwater treatment
- Maintenance and enhancement of wildlife habitat
- Protection of surface water quality, the Floridan Aquifer, wetlands, and riparian areas
- 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, Building Envelopes, and Building Design

To construct, locate, own, use, lease (for use consistent with the provisions with the Easement), maintain, repair, renovate, remove, relocate, replace and reconstruct Structures and/or Improvements on the Property, subject to the following provisions:

3.1.1 Use of Existing and Reserved Structures. The Baseline identifies the existing Structures and/or Improvements on the Property. The Grantor Reserves the

rights to use these Structures and/or Improvements in their current locations as of the Effective Date as documented in the Baseline, and to use any additional Structures and/or Improvements expressly Reserved on the Property.

3.1.2 Building Envelope and the Use of Building Envelope. Exhibit C depicts an area of the Property, the boundaries of which are identified through the use of GPS coordinates, on which the Grantor may construct Improvements and/or non-Commercial Structures directly related to recreational activities.

3.1.3 Unless otherwise permitted by the terms of this Easement all Structures on the Property shall be located within the designated Building Envelope. No existing Structure may be relocated from its current location as of the Effective Date as documented in the Baseline unless it is relocated to the Building Envelope.

3.1.4 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, Pathways, boardwalks and benches for sitting, anywhere on the Property, except as expressly prohibited by other terms of this Easement.

3.3 Utilities

The Grantor Reserves the rights to locate, use, maintain, repair, remove, and/ or relocate, Utilities within the Building Envelope.

3.4 Roads, Pathways, and Vehicle Trails

3.4.1 The right to create management access Roads, trails and firebreaks, to use, maintain and repair existing Roads, management bridge for access, trails, and firebreaks, if any, provided Roads, trails, and firebreaks shall not be paved with either pervious or impervious materials; provided however, 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 the Baseline 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, access bridge repair, maintenance or construction, 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 rights 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) giving directions to visitors and providing regulations or guidelines; (3) providing warnings pertaining to trespassing, hunting, dangerous conditions; (4) notifying the public that the Property is subject to this Easement (5) educating the public on the water and natural resources. No sign shall exceed nine (9) feet per side, and no sign shall be internally lighted.

3.5.2 Billboards

No billboards shall be allowed on the Property.

3.6 Use and Parking of Vehicles

Vehicles may be parked on a permanent, long-term or short-term basis within the Building Envelope, and temporarily anywhere on the Property in connection with work and/ or activities expressly Reserved in this Easement. Vehicles and equipment necessary for restoration and land management activities are allowed.

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 as set forth in the Baseline.

3.7.1 Restoration

In addition to landscaping Reserved within the Building Envelope, 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 shall have the right to participate in natural resources mitigation and restoration projects. Grantor shall have 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 The right to maintain or restore the existing natural upland, wetland, riparian communities on the Property, as depicted in the Baseline; or the right to restore the disturbed upland, wetland, or riparian to its native condition by engaging in activities that may include, but are not limited to, earthwork as permitted by the Army Corp of Engineers (ACOE) and the Southwest Florida Water Management District (SWFWMD), removal of invasive non-native plant and animal species, implementation of Prescribed Burn, and the reintroduction of native plant and animal species in consultation with qualified public or private land management agencies.

3.7.4 Areas disturbed by restoration activities that are not a part of the permanent restoration activities shall be restored back to a natural state.

3.8 Removal of Vegetation and Invasive Species

3.8.1 The Grantor Reserves the right to remove trees that pose a threat of injury to people, domestic animals or Reserved Structures or Reserved Improvements, and restoration implementation. In addition, the Grantor Reserves the right to clear vegetation (i) to maintain permitted Roads, Vehicle Trails, Pathways, and boardwalks; (ii) for fire prevention; and/or (iii) to stop the spread of insect infestation or disease.

3.8.2 The Grantor shall use reasonable efforts to 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 State of Florida Noxious Weed List (5B-57 F.A.C.); 5) listed in a successor list to any of the above lists; 6) a similar list contained in the Restoration – Enhancement and Monitoring Plans; or 7) listed in the Baseline. (1 through 7 shall collectively be considered listed exotic or nuisance species).

3.8.3 Cutting, spraying with biocides, using approved biocontrols and removal of invasive non-native species 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 and to create ponds required within the Building Envelope referenced in 3.1.2.

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 of construction work within approximately sixty (60) Days.

3.12 Pesticide and Fertilizer Use

The Grantor Reserves the rights to use pesticides (including, but not limited to, pesticides, insecticides, fungicides, rodenticides, and herbicides) to control and eradicate Nuisance Exotic Plant Species in accordance with the pesticide label.

3.12.1 The Grantor also Reserves the right to use fertilizer to maintain landscaping within the Building Envelope. 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

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

3.14.2 The recreational rights of the Property will not go in effect until the completion of the 10-year monitoring period as more fully described in the project's Restoration – Enhance & Monitoring Plan.

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. 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 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 expressly Reserved in Paragraph 3.12.

4.7 Roads, etc. The construction of any New Roads, Vehicle Trails, or Pathways on the Property, except expressly Reserved in Paragraph 3.4.

4.8 Use of Vehicles The non-emergency use of motorized vehicles or aircraft on the Property, except expressly Reserved in Paragraph 3.6.

4.9 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.

4.10 Agriculture Use. The location or operation of agricultural uses or occupations on the Property.

4.11 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, the recovery of coal-bed methane, on the Property.

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

4.13 Industrial Activity. Undertaking any Industrial activity on the Property.

4.14 Outdoor Storage and Dumping. The outdoor storage of materials, and the long-term parking and/or storage of equipment and/or vehicles (not to preclude temporary parking of vehicles actively engaged in work on the Property), 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.

4.15 Animal Slaughter. The slaughter of animals on Property.

4.16 Alcohol Production. Alcohol production on the Property.

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

4.18 Conveyance of Property. The Grantor is expressly prohibited from conveying the Property without the prior written approval of the Grantee, which approval may be withheld at the sole discretion of the Grantee.

4.19 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 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 owners' 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; and

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) if 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 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.

6. Recreational Use

6.1 The Grantee Reserves the rights to use the Property for non-Commercial and public recreational uses such as hiking, hunting, fishing, wildlife observation, photography, or other traditional non-motorized, non-Commercial recreational activities.

6.2 The recreational rights of the property will not go in effect until the completion of the 10-year monitoring period as more fully described in the project's Restoration – Enhancement & Monitoring Plan.

6. **Baseline Documentation**.

Baseline Documentation ("Baseline"), attached as Exhibit B, describes the existing condition and character of the Property. The Parties hereby acknowledge the accuracy of the Baseline and they acknowledge receipt of the Baseline prior to the execution of this Easement. The Baseline may be used to monitor compliance with the terms of this Easement and to assist in the enforcement of its terms. However, the Parties shall not be foreclosed from using other relevant evidence to assist in the resolution of any controversy regarding compliance.

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 credibly 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 said 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, shall apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole but reasonable 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 7.1 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 credibly 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 7.1, 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 7.1 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 reasonable 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 Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "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 specified in paragraph 11.1 and 11.2; 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 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 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 the 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 Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 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, and 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 and all federal, state, or local laws, including all environmental laws. Grantee shall act as independent contractors and not as employees or agents 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 of the Grantee, 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 conservation purposes. Grantee will not assign its rights and obligations under this Easement except to another qualified organization or entity within the meaning of § 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 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.** The Grantor warrants that it is in compliance with, 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.

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.

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 Grantee on the Property; provided, however, that the Grantee will be responsible for any Hazardous Materials contributed after the Effective Date to the Property by the Grantee.

13. **MISCELLANEOUS**

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

13.2 Recordation. Grantor 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.

13.3 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 in (including a leasehold interest) 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.

14. **Liberal Construction**. Any general rule of construction to the contrary notwithstanding, this

Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of the Act. 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.

14.1 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.

14.2 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.

14.3 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.

14.4 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.

15.Amendments. This Easement may be amended only if, in the sole, exclusive, and reasonable 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.

15.1 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.

16. **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.

17. Termination of Rights and Obligations. A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

WITNESS the following signatures beginning on the following page:

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

HGS, LLC**,** dba RES Environmental Operating Company, LLC, a Virginia limited liability company

By: Resource Environmental Solutions, LLC, a Louisiana limited liability company, its manager

By: _____

Justin Freedman, Regional General Manager

Date: _____

_____

Witness #1

_____

Print Name

_____

Address

_____

Witness #2

_____

Print Name

_____

Address

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____ day of _____, 2025 by Justin Freedman as regional general manager of Resource Environmental Solutions, LLC, manager of HGS, LLC, dba RES Environmental Operating Company, LLC, on behalf of the Grantor, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public- State of Florida Sign: _____

My Commission Expires; _____

Print Name: _____

SEAL

WITNESSES:

_____

Print Name

_____ Date: _____

Signature

Counter-part Signature Page Two of Two

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

By: _____ (SEAL)

Martha Santiago, Chairman

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____ day of _____, 2025 by Martha Sanitago asChairman of the Polk County Board of County Commissioners, on behalf of the Grantee, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public- State of Florida Sign: _____

My Commission Expires; _____

Print Name: _____

SEAL

Exhibit A

LEGAL DESCRIPTION

CONSERVATION EASEMENT LEGAL DESCRIPTION

(PARCEL A)

A PARCEL OF LAND, LOCATED IN SECTION 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 800.09 FEET TO THE NORTHEAST CORNER OF THE SIXTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 24.53 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9476 AT PAGE 182 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 11°33'29" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 70.40 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BARTOW NORTHERN CONNECTOR;

THENCE NORTH 66°42'03" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 41.68 FEET TO A POINT ON THE EAST LINE OF THE SIXTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 00°22'51" WEST ALONG SAID EAST LINE, A DISTANCE OF 52.68 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL B)

A PARCEL OF LAND LOCATED IN SECTION 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34, THENCE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 50.01 FEET TO THE NORTHWEST CORNER OF THE FIFTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 00°22'59" EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL ALSO BEING THE **POINT OF BEGINNING;**

THENCE SOUTH 89°32'22" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE NORTH 00°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 150.02 FEET TO A POINT ON THE SOUTH LINE OF A 50.00 FOOT EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 4074 AT PAGE 286 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 89°32'22" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 49.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BARTOW NORTHERN CONNECTOR;

THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE:

1) THENCE SOUTH 44°38'48" EAST, A DISTANCE OF 36.35 FEET;

2) THENCE SOUTH 66°46'00" EAST, A DISTANCE OF 300.34 FEET;

3) THENCE SOUTH 0°22'59" EAST, A DISTANCE OF 8.20 FEET;

4) THENCE SOUTH 89°31'45" EAST, A DISTANCE OF 19.42 FEET;

5) THENCE SOUTH 66°46'00" EAST, A DISTANCE OF 248.94 FEET TO THE NORTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING SIXTEEN (16) CALLS ARE ALONG SAID NORTHERLY LINE:

1) THENCE SOUTH 78°03'30" WEST, A DISTANCE OF 153.85 FEET;

2) THENCE SOUTH 77°51'19" WEST, A DISTANCE OF 47.84 FEET;

3) THENCE SOUTH 63°34'20" WEST, A DISTANCE OF 122.23 FEET;

4) THENCE SOUTH 60°45'10" WEST, A DISTANCE OF 109.97 FEET;

5) THENCE SOUTH 36°58'31" WEST, A DISTANCE OF 106.69 FEET;

6) THENCE SOUTH 13°49'15" WEST, A DISTANCE OF 137.06 FEET;

7) THENCE SOUTH 0°20'46" EAST, A DISTANCE OF 52.24 FEET;

8) THENCE SOUTH 9°11'59" EAST, A DISTANCE OF 48.53 FEET;

9) THENCE SOUTH 35°40'01" EAST, A DISTANCE OF 79.31 FEET;

10) THENCE SOUTH 6°12'04" EAST, A DISTANCE OF 65.60 FEET;

11) THENCE SOUTH 48°00'44" WEST, A DISTANCE OF 55.84 FEET;

12) THENCE SOUTH 78°47'38" WEST, A DISTANCE OF 57.48 FEET;

13) THENCE NORTH 54°06'04" WEST, A DISTANCE OF 77.88 FEET;

14) THENCE NORTH 16°12'04" WEST, A DISTANCE OF 131.87 FEET;

15) THENCE NORTH 63°35'35" WEST, A DISTANCE OF 96.06 FEET;

16) THENCE NORTH 87°39'40" WEST, A DISTANCE OF 72.70 FEET TO A POINT ON THE EAST LINE OF A 50.00 FOOT DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 871 AT PAGE 458 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 00°22'59" WEST ALONG SAID EAST LINE, A DISTANCE OF 531.59 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL C)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 00°22'59" EAST ALONG THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 00°22'59" EAST ALONG THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 179.97 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "A"**, SAID POINT ALSO BEING ON THE NORTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING TWENTY-NINE (29) CALLS ARE ALONG SAID NORTHERLY LINE:

1) THENCE NORTH 87°39'40" WEST, A DISTANCE OF 76.99 FEET;

2) THENCE NORTH 75°54'56" WEST, A DISTANCE OF 54.70 FEET;

3) THENCE NORTH 74°37'48" WEST, A DISTANCE OF 35.21 FEET;

4) THENCE NORTH 25°41'26" EAST, A DISTANCE OF 205.70 FEET;

5) THENCE NORTH 16°14'59" WEST, A DISTANCE OF 131.87 FEET;

6) THENCE NORTH 61°55'16" WEST, A DISTANCE OF 184.49 FEET;

7) THENCE SOUTH 77°39'00" WEST, 7 A DISTANCE OF 6.26 FEET;

8) THENCE SOUTH 85°43'59" WEST, A DISTANCE OF 66.95 FEET;

9) THENCE SOUTH 74°22'21" WEST, A DISTANCE OF 82.06 FEET;

10) THENCE SOUTH 54°46'30" WEST, A DISTANCE OF 97.32 FEET;

11) THENCE SOUTH 52°14'26" WEST, A DISTANCE OF 46.40 FEET;

12) THENCE SOUTH 18°20'34" WEST, A DISTANCE OF 54.98 FEET;

13) THENCE SOUTH 16°07'20" WEST, A DISTANCE OF 85.11 FEET;

14) THENCE SOUTH 5°19'30" WEST, A DISTANCE OF 80.10 FEET;

15) THENCE SOUTH 8°16'59" EAST, A DISTANCE OF 60.19 FEET;

16) THENCE SOUTH 7°59'22" WEST, A DISTANCE OF 58.73 FEET;

17) THENCE SOUTH 7°07'25" EAST, A DISTANCE OF 74.16 FEET;

18) THENCE SOUTH 4°12'07" WEST, A DISTANCE OF 68.00 FEET;

19) THENCE SOUTH 48°52'44" WEST, A DISTANCE OF 61.96 FEET;

20) THENCE NORTH 43°37'13" WEST, A DISTANCE OF 54.57 FEET;

21) THENCE SOUTH 55°50'24" WEST, A DISTANCE OF 46.46 FEET;

22) THENCE SOUTH 40°10'25" WEST, A DISTANCE OF 61.74 FEET;

23) THENCE NORTH 61°39'26" WEST, A DISTANCE OF 24.22 FEET;

24) THENCE SOUTH 48°16'29" WEST, A DISTANCE OF 44.88 FEET;

25) THENCE SOUTH 38°10'45" WEST, A DISTANCE OF 153.68 FEET;

26) THENCE SOUTH 30°46'12" WEST, A DISTANCE OF 58.99 FEET;

27) THENCE SOUTH 53°23'05" WEST, A DISTANCE OF 86.65 FEET;

28) THENCE SOUTH 67°56'37" WEST, A DISTANCE OF 53.65 FEET;

29) THENCE NORTH 86°54'21" WEST, A DISTANCE OF 186.81 FEET TO THE EAST LINE OF AN INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING TWO (2) CALLS ARE ALONG SAID EAST LINE:

1) THENCE NORTH 01°40'59" EAST, A DISTANCE OF 982.68 FEET;

2) THENCE NORTH 00°52'23" WEST, A DISTANCE OF 226.29 FEET TO A POINT ON THE SOUTH LINE OF A 50.00 FOOT EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 4074 AT PAGE 286 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 88°55'55" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 222.37 FEET TO A POINT ON THE WEST LINE OF THE SECOND PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORD OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 150.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 88°55'55" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE NORTH 00°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 150.01 FEET TO A POINT ON THE SOUTH LINE OF A 50.00 FOOT EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 4074 AT PAGE 286 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 88°55'55" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 350.03 FEET TO A POINT ON THE WEST LINE OF THE FIRST PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 00°22'59" EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 150.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 88°55'55" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE NORTH 00°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 150.01 FEET TO A POINT ON THE SOUTH LINE OF A 50.00 FOOT EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 4074 AT PAGE 286 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 88°55'55" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 299.95 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL D)

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 88°55'55" WEST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 1,322.87 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE SOUTH 00°52'23" EAST ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER OF SECTION 33, A DISTANCE OF 225.00 FEET TO THE **POINT OF BEGINNING;**

THENCE SOUTH 01°40'59" WEST ALONG THE WEST LINE OF AN INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 993.94 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "B"**, SAID POINT ALSO BEING ON THE NORTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING EIGHT (8) CALLS ARE ALONG SAID NORTHERLY LINE:

1) THENCE NORTH 55°21'56" WEST, A DISTANCE OF 27.02 FEET;

2) THENCE NORTH 82°55'03" WEST, A DISTANCE OF 58.57 FEET;

3) THENCE SOUTH 73°06'13" WEST, A DISTANCE OF 54.64 FEET;

4) THENCE SOUTH 79°35'04" WEST, A DISTANCE OF 103.61 FEET;

5) THENCE SOUTH 85°16'47" WEST, A DISTANCE OF 86.96 FEET;

6) THENCE SOUTH 83°33'01" WEST, A DISTANCE OF 144.25 FEET;

7) THENCE SOUTH 62°04'53" WEST, A DISTANCE OF 109.42 FEET;

8) THENCE SOUTH 51°31'52" WEST, A DISTANCE OF 33.10 FEET TO A POINT ON THE EASTERLY LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 37°20'03" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 524.96 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "C"**, SAID POINT BEING ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2129 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 53°49'51" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1,157.83 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL E)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "C",** THENCE SOUTH 53°49'51" WEST NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2129 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 75.02 FEET TO A POINT ON THE WESTERLY LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 37°20'03" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 514.53 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "D"**, SAID POINT ALSO BEING ON THE NORTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING THIRTEEN (13) CALLS ARE ALONG SAID NORTHERLY LINE:

1) THENCE SOUTH 71°07'07" WEST, A DISTANCE OF 128.36 FEET;

2) THENCE NORTH 85°43'20" WEST, A DISTANCE OF 300.49 FEET;

3) THENCE SOUTH 69°17'39" WEST, A DISTANCE OF 152.33 FEET;

4) THENCE SOUTH 60°15'32" WEST, A DISTANCE OF 210.00 FEET;

5) THENCE SOUTH 52°41'37" WEST, A DISTANCE OF 151.35 FEET;

6) THENCE SOUTH 40°44'41" WEST, A DISTANCE OF 168.74 FEET;

7) THENCE SOUTH 50°16'45" WEST, A DISTANCE OF 81.70 FEET;

8) THENCE SOUTH 72°15'19" WEST, A DISTANCE OF 89.36 FEET;

9) THENCE SOUTH 70°47'34" WEST, A DISTANCE OF 109.77 FEET;

10) THENCE SOUTH 67°15'58" WEST, A DISTANCE OF 70.66 FEET;

11) THENCE SOUTH 48°09'17" WEST, A DISTANCE OF 82.40 FEET;

12) THENCE SOUTH 27°51'30" WEST, A DISTANCE OF 148.58 FEET;

13) THENCE SOUTH 51°14'26" WEST, A DISTANCE OF 12.49 FEET;

THENCE NORTH 10°58'25" WEST, A DISTANCE OF 296.50 FEET;

THENCE NORTH 31°24'07" EAST, A DISTANCE OF 575.85 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "E",** SAID POINT BEING ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2129 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 76°27'05" EAST, A DISTANCE OF 591.24 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 53°49'51" EAST, A DISTANCE OF 375.76 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL F)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "E",** THENCE SOUTH 76°27'05" WEST, A DISTANCE OF 70.65 FEET TO A POINT ON THE WEST LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1339 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THE FOLLOWING TWO (2) CALLS ARE ALONG SAID WEST LINE:

1) THENCE SOUTH 31°24'07" WEST, A DISTANCE OF 545.32 FEET;

2) THENCE SOUTH 10°58'20" EAST, A DISTANCE OF 335.92 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "F"**, SAID POINT ALSO BEING ON THE NORTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING EIGHT (8) CALLS ARE ALONG SAID NORTHERLY LINE:

1) THENCE NORTH 78°11'34" WEST, A DISTANCE OF 86.11 FEET;

2) THENCE NORTH 89°41'56" WEST, A DISTANCE OF 177.92 FEET;

3) THENCE SOUTH 83°51'38" WEST, A DISTANCE OF 73.44 FEET;

4) THENCE SOUTH 77°52'36" WEST, A DISTANCE OF 162.28 FEET;

5) THENCE SOUTH 88°32'49" WEST, A DISTANCE OF 111.55 FEET;

6) THENCE SOUTH 75°25'20" WEST, A DISTANCE OF 90.49 FEET;

7) THENCE SOUTH 66°41'03" WEST, A DISTANCE OF 50.38 FEET;

8) THENCE SOUTH 44°59'04" WEST, A DISTANCE OF 82.85 FEET TO A POINT ON THE NORTHEASTERLY ORDINARY HIGH-WATER LINE OF THE SADDLE CREEK;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID SADDLE CREEK:

1) THENCE NORTH 70°52'30" WEST, A DISTANCE OF 16.97 FEET;

2) THENCE NORTH 24°35'48" WEST, A DISTANCE OF 9.92 FEET;

3) THENCE NORTH 38°53'39" WEST, A DISTANCE OF 635.67 FEET;

4) THENCE NORTH 40°37'03" WEST, A DISTANCE OF 300.53 FEET TO A POINT HEREAFTER REFERRED TO AS REFERENCE POINT "G", SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. 17 (STATE ROAD 555) PER FLORIDA DEPARTMENT OF TRANSPORTATION 'S RIGHT-OF-WAY MAP, MAP SECTION #6030-2525;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID EASTERLY RIGHT-OF-WAY LINE:

1) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 637.50 FEET;

2) THENCE NORTH 54°40'35" EAST, A DISTANCE OF 114.13 FEET;

3) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 225.08 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9326 AT PAGE 1285 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 85°34'30" EAST ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 761.93 FEET TO A POINT ON THE WEST LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING TWO (2) CALLS ALONG SAID WEST LINE:

1) THENCE SOUTH 2°39'11" WEST, A DISTANCE OF 71.24 FEET;

2) THENCE SOUTH 82°30'39" EAST, A DISTANCE OF 105.34 FEET;

THENCE SOUTH 18°24'35" EAST, A DISTANCE OF 571.87 FEET;

THENCE NORTH 76°27'05" EAST, A DISTANCE OF 125.60 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL G)

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "A",** THENCE SOUTH 00°22'59" EAST ALONG THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 62.02 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 00°22'59" EAST ALONG THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 561.64 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE SOUTH 89°18'16" WEST ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 1,311.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 01°43'11" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 77.84 FEET TO A POINT ON THE SOUTHERLY ORDINARY HIGH WATER LINE OF THE PEACE CREEK;

THE FOLLOWING TWENTY-ONE (21) CALLS ARE ALONG SAID SOUTHERLY LINE;

1) THENCE NORTH 88°34'14" EAST, A DISTANCE OF 150.31 FEET;

2) THENCE SOUTH 88°07'10" EAST, A DISTANCE OF 163.61 FEET;

3) THENCE NORTH 31°13'59" EAST, A DISTANCE OF 93.65 FEET;

4) THENCE NORTH 21°25'00" EAST, A DISTANCE OF 81.99 FEET;

5) THENCE NORTH 44°37'28" EAST, A DISTANCE OF 135.26 FEET;

6) THENCE NORTH 69°01'51" EAST, A DISTANCE OF 116.85 FEET;

7) THENCE NORTH 70°11'50" EAST, A DISTANCE OF 28.60 FEET;

8) THENCE NORTH 47°56'41" EAST, A DISTANCE OF 84.44 FEET;

9) THENCE NORTH 27°24'04" EAST, A DISTANCE OF 22.70 FEET;

10) THENCE NORTH 03°48'42" EAST, A DISTANCE OF 137.35 FEET;

11) THENCE NORTH 03°48'51" WEST, A DISTANCE OF 122.57 FEET;

12) THENCE NORTH 00°25'25" EAST, A DISTANCE OF 102.51 FEET;

13) THENCE NORTH 26°46'05" EAST, A DISTANCE OF 102.20 FEET;

14) THENCE NORTH 56°54'18" EAST, A DISTANCE OF 112.97 FEET;

15) THENCE NORTH 77°26'14" EAST, A DISTANCE OF 177.67 FEET;

16) THENCE SOUTH 64°36'01" EAST, 1 A DISTANCE OF 60.85 FEET;

17) THENCE SOUTH 05°12'35" EAST, A DISTANCE OF 94.67 FEET;

18) THENCE SOUTH 21°34'20" WEST, A DISTANCE OF 113.03 FEET;

19) THENCE SOUTH 16°57'02" WEST, A DISTANCE OF 85.02 FEET;

20) THENCE SOUTH 44°06'04" EAST, A DISTANCE OF 122.00 FEET;

21) THENCE NORTH 87°55'51" EAST, A DISTANCE OF 120.45 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL H)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "B",** THENCE SOUTH 01°40'59" WEST ALONG THE WEST LINE OF AN INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 49.86 FEET TO THE **POINT OF BEGINNING**;

THE FOLLOWING TWO (2) CALLS ARE ALONG SAID WEST LINE:

1) THENCE CONTINUE SOUTH 01°40'59" WEST, A DISTANCE OF 77.35 FEET;

2) THENCE SOUTH 0°52'23" EAST, A DISTANCE OF 760.20 FEET TO A POINT ON THE NORTH LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 37°20'03" WEST ALONG SAID NORTH LINE, A DISTANCE OF 927.63 FEET TO A POINT ON THE SOUTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING SIX (6) CALLS ARE ALONG SAID SOUTHERLY LINE;

1) THENCE NORTH 38°35'45" EAST, A DISTANCE OF 23.85 FEET;

2) THENCE NORTH 57°10'24" EAST, A DISTANCE OF 50.22 FEET;

3) THENCE NORTH 70°17'00" EAST, A DISTANCE OF 54.77 FEET;

4) THENCE NORTH 85°10'58" EAST, A DISTANCE OF 193.35 FEET;

5) THENCE NORTH 83°18'22" EAST, A DISTANCE OF 141.55 FEET;

6) THENCE NORTH 88°34'14" EAST, A DISTANCE OF 111.41 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL I)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFOREMENTIONED **REFERENCE POINT "D"**, THENCE SOUTH 37°20'03" EAST ALONG THE SOUTHERLY LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 47.33 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 37°20'03" EAST, A DISTANCE OF 1,039.95 FEET TO A POINT BEING ON THE WESTERLY LINE OF AN INGRESS AN EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING SIX (6) CALLS ARE ALONG SAID WESTERLY LINE:

1) THENCE SOUTH 42°53'55" WEST, A DISTANCE OF 567.91 FEET;

2) THENCE SOUTH 89°41'00" WEST, A DISTANCE OF 380.26 FEET;

3) THENCE SOUTH 48°13'57" WEST, A DISTANCE OF 773.54 FEET;

4) THENCE SOUTH 2°57'56" WEST, A DISTANCE OF 1,100.14 FEET;

5) THENCE SOUTH 1°08'56" WEST, A DISTANCE OF 1,136.90 FEET;

6) THENCE SOUTH 84°22'32" EAST, A DISTANCE OF 63.24 FEET;

THENCE SOUTH 16°27'06" EAST ALONG THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1524 AT PAGE 1347 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 2,054.49 FEET TO A POINT ON THE NORTHERLY

RIGHT-OF-WAY LINE OF STATE ROAD 60 PER FLORIDA DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY MAP, MAP SECTION #16110-2505;

THENCE SOUTH 72°43'50" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5.74 FEET TO A POINT ON THE EASTERLY LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1328 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID EASTERLY LINE:

1) THENCE NORTH 44°51'40" WEST, A DISTANCE OF 7.06 FEET;

2) THENCE NORTH 21°16'10" WEST, A DISTANCE OF 35.94 FEET;

3) THENCE NORTH 20°24'27" WEST, A DISTANCE OF 1,409.08 FEET;

4) THENCE NORTH 14°04'06" WEST, A DISTANCE OF 708.23 FEET TO A POINT ON THE SOUTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID LINE:

1) THENCE SOUTH 88°59'22" EAST, A DISTANCE OF 1.24 FEET;

2) THENCE NORTH 52°42'20" EAST, A DISTANCE OF 25.88 FEET;

3) THENCE NORTH 41°57'05" WEST, A DISTANCE OF 15.49 FEET;

4) THENCE NORTH 83°12'01" WEST, A DISTANCE OF 18.98 FEET TO A POINT ON THE EASTERLY LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1328 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID EASTERLY LINE:

1) THENCE NORTH 14°04'07" WEST, A DISTANCE OF 1,072.31 FEET;

2) THENCE NORTH 9°18'06" WEST, A DISTANCE OF 1,740.81 FEET;

3) THENCE NORTH 10°46'49" WEST, A DISTANCE OF 435.28 FEET TO A POINT ON THE SOUTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING TWELVE (12) CALLS ARE ALONG SAID SOUTHERLY LINE:

1) THENCE NORTH 57°58'44" EAST, A DISTANCE OF 52.66 FEET;

2) THENCE NORTH 32°15'05" EAST, A DISTANCE OF 127.59 FEET;

3) THENCE NORTH 43°19'29" EAST, A DISTANCE OF 66.72 FEET;

4) THENCE NORTH 59°35'24" EAST, A DISTANCE OF 104.76 FEET;

5) THENCE NORTH 69°31'06" EAST, A DISTANCE OF 171.86 FEET;

6) THENCE NORTH 46°50'40" EAST, A DISTANCE OF 237.90 FEET;

7) THENCE NORTH 49°14'06" EAST, A DISTANCE OF 191.18 FEET;

8) THENCE NORTH 62°01'41" EAST, A DISTANCE OF 173.68 FEET;

9) THENCE NORTH 69°02'09" EAST, A DISTANCE OF 127.30 FEET;

10) THENCE SOUTH 87°18'29" EAST, A DISTANCE OF 325.06 FEET;

11) THENCE NORTH 60°07'47" EAST, A DISTANCE OF 14.99 FEET;

12) THENCE NORTH 69°55'40" EAST, A DISTANCE OF 122.05 FEET TO THE **POINT OF BEGINNING**;

TOGETHER WITH: (PARCEL J)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "F",** THENCE SOUTH 10°53'52" EAST ALONG THE WEST LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1328 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 44.43 FEET TO THE POINT ON THE WESTERLY LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1328 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID WESTERLY LINE:

1) THENCE SOUTH 10°46'48" EAST, A DISTANCE OF 420.97 FEET;

2) THENCE SOUTH 9°18'06" EAST, A DISTANCE OF 1,742.25 FEET;

3) THENCE SOUTH 14°04'07" EAST, A DISTANCE OF 1,055.33 FEET TO THE TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "H"**, SAID POINT ALSO BEING ON THE EASTERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING TWENTY-FIVE (25) CALLS ARE ALONG SAID EASTERLY LINE:

1) THENCE NORTH 83°12'01" WEST, A DISTANCE OF 206.64 FEET;

2) THENCE NORTH 2°20'03" WEST, A DISTANCE OF 193.67 FEET;

3) THENCE NORTH 10°03'43" WEST, A DISTANCE OF 247.44 FEET;

4) THENCE NORTH 14°25'41" WEST, A DISTANCE OF 56.20 FEET;

5) THENCE NORTH 44°56'38" WEST, A DISTANCE OF 145.57 FEET;

6) THENCE NORTH 53°24'25" WEST, A DISTANCE OF 230.43 FEET;

7) THENCE NORTH 37°37'37" WEST, A DISTANCE OF 316.40 FEET;

8) THENCE NORTH 33°09'08" WEST, A DISTANCE OF 390.86 FEET;

9) THENCE NORTH 7°46'58" WEST, A DISTANCE OF 83.45 FEET;

10) THENCE NORTH 6°41'28" EAST, A DISTANCE OF 150.19 FEET;

11) THENCE NORTH 12°14'31" EAST, A DISTANCE OF 83.61 FEET;

12) THENCE NORTH 11°00'49" EAST, A DISTANCE OF 102.66 FEET;

13) THENCE NORTH 11°42'08" WEST, A DISTANCE OF 89.91 FEET;

14) THENCE NORTH 40°23'41" WEST, A DISTANCE OF 97.66 FEET;

15) THENCE NORTH 57°44'19" WEST, A DISTANCE OF 208.28 FEET;

16) THENCE NORTH 56°54'59" WEST, A DISTANCE OF 251.07 FEET;

17) THENCE NORTH 12°22'59" WEST, A DISTANCE OF 265.83 FEET;

18) THENCE NORTH 14°05'58" WEST, A DISTANCE OF 86.54 FEET;

19) THENCE NORTH 1°10'44" WEST, A DISTANCE OF 114.11 FEET;

20) THENCE NORTH 9°32'45" EAST, A DISTANCE OF 340.45 FEET;

21) THENCE NORTH 30°07'28" EAST, A DISTANCE OF 94.40 FEET;

22) THENCE NORTH 59°37'46" EAST, A DISTANCE OF 158.25 FEET;

23) THENCE NORTH 85°14'41" EAST, A DISTANCE OF 144.80 FEET;

24) THENCE NORTH 80°15'56" EAST, A DISTANCE OF 195.82 FEET;

25) THENCE SOUTH 89°24'08" EAST, A DISTANCE OF 275.44 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL K)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFOREMENTIONED **REFERENCE POINT "G",** THENCE SOUTH 25°51'56" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE U.S. 17 (STATE ROAD 555) PER FLORIDA DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY MAP, MAP SECTION #16030-2525, A DISTANCE OF 72.34 FEET TO A POINT ON THE SOUTHERLY ORDINARY HIGH-WATER LINE OF THE SADDLE CREEK, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTHERLY LINE:

1) THENCE SOUTH 40°32'18" EAST, A DISTANCE OF 445.96 FEET;

2) THENCE SOUTH 41°57'05" EAST, A DISTANCE OF 192.07 FEET;

3) THENCE SOUTH 36°18'38" EAST, A DISTANCE OF 112.20 FEET;

4) THENCE SOUTH 36°32'59" EAST, A DISTANCE OF 168.95 FEET;

5) THENCE SOUTH 19°13'01" EAST, A DISTANCE OF 40.38 FEET;

THE FOLLOWING TWENTY-SEVEN (27) CALLS ARE ALONG THE WESTERLY ORDINARY HIGH-WATER LINE OF THE PEACE RIVER:

1) THENCE SOUTH 10°21'02" WEST, A DISTANCE OF 301.17 FEET;

2) THENCE SOUTH 10°10'02" WEST, A DISTANCE OF 207.65 FEET;

3) THENCE SOUTH 13°00'57" EAST, A DISTANCE OF 94.15 FEET;

4) THENCE SOUTH 18°28'34" EAST, A DISTANCE OF 186.98 FEET;

5) THENCE SOUTH 9°36'44" EAST, A DISTANCE OF 118.96 FEET;

6) THENCE SOUTH 33°07'57" EAST, A DISTANCE OF 42.17 FEET;

7) THENCE SOUTH 62°09'24" EAST, A DISTANCE OF 248.90 FEET;

8) THENCE SOUTH 55°04'40" EAST, A DISTANCE OF 271.95 FEET;

9) THENCE SOUTH 17°08'34" EAST, A DISTANCE OF 82.44 FEET;

10) THENCE SOUTH 16°10'10" WEST, A DISTANCE OF 89.22 FEET;

11) THENCE SOUTH 30°52'32" WEST, A DISTANCE OF 67.47 FEET;

12) THENCE SOUTH 7°02'59" WEST, A DISTANCE OF 127.24 FEET;

13) THENCE SOUTH 8°48'20" EAST, A DISTANCE OF 198.25 FEET;

14) THENCE SOUTH 34°38'53" EAST, A DISTANCE OF 196.87 FEET;

15) THENCE SOUTH 34°43'15" EAST, A DISTANCE OF 157.44 FEET;

16) THENCE SOUTH 34°34'02" EAST, A DISTANCE OF 244.35 FEET;

17) THENCE SOUTH 42°05'00" EAST, A DISTANCE OF 205.23 FEET;

18) THENCE SOUTH 71°21'35" EAST, A DISTANCE OF 144.10 FEET;

19) THENCE SOUTH 51°34'13" EAST, A DISTANCE OF 116.23 FEET;

20) THENCE SOUTH 17°22'05" EAST, A DISTANCE OF 52.34 FEET;

21) THENCE SOUTH 8°10'49" EAST, A DISTANCE OF 220.05 FEET;

22) THENCE SOUTH 0°25'14" WEST, A DISTANCE OF 180.87 FEET;

23) THENCE SOUTH 1°33'45" EAST, A DISTANCE OF 203.71 FEET;

24) THENCE SOUTH 0°31'22" EAST, A DISTANCE OF 324.32 FEET;

25) THENCE NORTH 39°04'24" WEST, A DISTANCE OF 41.38 FEET;

26) THENCE NORTH 28°23'59" WEST, A DISTANCE OF, 71.68 FEET;

27) THENCE NORTH 59°34'55" WEST, A DISTANCE OF 20.24 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "I",** SAID POINT BEING ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 4;

THENCE NORTH 00°20'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 340.97 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 4, SAID CORNER ALSO BEING ON THE SOUTH LINE OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST;

THENCE NORTH 89°47'39" WEST ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 1,879.51 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE NORTH 2°03'12" WEST ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 2,641.73 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 02°41'48" WEST ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 567.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 17 (STATE ROAD 555) PER THE FLORIDA DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY MAP, MAP SECTION #16030-2525,

SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 7,534.44 FEET, A CENTRAL ANGLE OF 02°17'02", A CHORD BEARING OF NORTH 24°43'25" EAST, AND A CHORD DISTANCE OF 300.33 FEET;

THE FOLLOWING TWO (2) CALLS ARE ALONG SAID EASTERLY RIGHT-OF-WAY LINE:

1) THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 300.35 FEET;

2) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 324.44 FEET TO THE **POINT OF BEGINNING.**

TOGETHER WITH: (PARCEL L)

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFOREMENTIONED **REFERENCE POINT "I",** SAID POINT BEING ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 4, THENCE SOUTH 00°20'14" EAST ALONG SAID WEST LINE, A DISTANCE OF 107.08 FEET TO A POINT ON THE WESTERLY ORDINARY HIGH-WATER LINE OF THE PEACE RIVER, SAID POINT ALSO BEING THE **POINT OF BEGINNING;**

THE FOLLOWING EIGHT (8) CALLS ARE ALONG SAID WESTERLY LINE:

1) THENCE SOUTH 37°14'12" EAST, A DISTANCE OF 101.47 FEET;

2) THENCE SOUTH 04°17'50" EAST, A DISTANCE OF 143.59 FEET;

3) THENCE SOUTH 15°34'32" EAST, A DISTANCE OF 123.39 FEET;

4) THENCE SOUTH 14°01'02" EAST, A DISTANCE OF 116.10 FEET;

5) THENCE SOUTH 00°41'04" EAST, A DISTANCE OF 51.56 FEET;

6) THENCE NORTH 71°07'48" WEST, A DISTANCE OF 68.59 FEET;

7) THENCE SOUTH 53°37'24" WEST, A DISTANCE OF 41.56 FEET;

8) THENCE SOUTH 45°32'41" WEST, A DISTANCE OF 45.50 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "J",** SAID POINT BEING ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 4;

THENCE NORTH 00°20'14" WEST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 4, A DISTANCE OF 541.36 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL M)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFOREMENTIONED **REFERENCE POINT "H",** THENCE SOUTH 14°27'41" EAST ALONG THE WEST LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1328 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 35.57 FEET TO A POINT ON THE WEST LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1328 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING;**

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID WEST LINE:

1) THENCE SOUTH 14°04'06" EAST, A DISTANCE OF 726.97 FEET;

2) THENCE SOUTH 20°23'06" EAST, A DISTANCE OF 1,374.07 FEET;

3) THENCE SOUTH 21°16'10" EAST, A DISTANCE OF 25.67 FEET TO A POINT ON THE NORTH LINE OF A 100.00 FOOT POWER LINE EASEMENT AS RECORDED IN DEED BOOK 992 AT PAGE 535 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 87°41'19" WEST ALONG SAID NORTH LINE, A DISTANCE OF 722.15 FEET TO A POINT ON THE EASTERLY ORDINARY HIGH-WATER LINE OF THE PEACE RIVER;

THE FOLLOWING TWENTY-SEVEN (27) CALLS ARE ALONG SAID EASTERLY LINE:

1) THENCE NORTH 10°21'38" WEST, A DISTANCE OF 62.06 FEET;

2) THENCE NORTH 6°31'20" WEST, A DISTANCE OF 106.30 FEET;

3) THENCE NORTH 39°11'08" WEST, A DISTANCE OF 56.01 FEET;

4) THENCE NORTH 18°08'42" WEST, A DISTANCE OF 81.17 FEET;

5) THENCE NORTH 75°57'16" WEST, A DISTANCE OF 40.66 FEET;

6) THENCE SOUTH 21°42'41" WEST, A DISTANCE OF 58.00 FEET;

7) THENCE NORTH 29°33'10" WEST, A DISTANCE OF 42.96 FEET;

8) THENCE NORTH 43°16'05" WEST, A DISTANCE OF 29.78 FEET;

9) THENCE NORTH 22°26'40" WEST, A DISTANCE OF 77.30 FEET;

10) THENCE NORTH 20°17'11" WEST, A DISTANCE OF 85.55 FEET;

11) THENCE NORTH 10°29'34" WEST, A DISTANCE OF 124.12 FEET;

12) THENCE NORTH 2°11'30" WEST, A DISTANCE OF 121.20 FEET;

13) THENCE NORTH 25°50'57" EAST, A DISTANCE OF 29.05 FEET;

14) THENCE NORTH 16°16'54" EAST, A DISTANCE OF 146.22 FEET;

15) THENCE NORTH 8°12'34" WEST, A DISTANCE OF 69.57 FEET;

16) THENCE NORTH 6°45'19" WEST, A DISTANCE OF 27.23 FEET;

17) THENCE NORTH 43°19'22" EAST, A DISTANCE OF 10.51 FEET;

18) THENCE NORTH 62°08'16" EAST, A DISTANCE OF 10.67 FEET;

19) THENCE SOUTH 76°07'23" EAST, A DISTANCE OF 77.59 FEET;

20) THENCE NORTH 74°57'47" EAST, A DISTANCE OF 39.35 FEET;

21) THENCE NORTH 29°38'58" EAST, A DISTANCE OF 46.82 FEET;

22) THENCE NORTH 3°22'18" WEST, A DISTANCE OF 80.38 FEET;

23) THENCE NORTH 16°46'19" WEST, A DISTANCE OF 216.82 FEET;

24) THENCE NORTH 0°57'32" WEST, A DISTANCE OF 189.58 FEET;

25) THENCE NORTH 2°00'35" WEST, A DISTANCE OF 233.33 FEET;

26) THENCE NORTH 0°22'51" EAST, A DISTANCE OF 294.54 FEET;

27) THENCE SOUTH 84°13'33" EAST, A DISTANCE OF 213.87 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL N)

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "J",** THENCE SOUTH 00°20'14" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 4, A DISTANCE OF 723.93 FEET TO A POINT ON THE WESTERLY ORDINARY HIGH-WATER LINE OF THE PEACE RIVER, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID WESTERLY LINE:

1) THENCE SOUTH 49°26'46" EAST, A DISTANCE OF 128.21 FEET;

2) THENCE SOUTH 18°34'51" EAST, A DISTANCE OF 113.19 FEET;

3) THENCE SOUTH 0°22'39" WEST, A DISTANCE OF 58.44 FEET;

4) THENCE SOUTH 10°46'47" EAST, A DISTANCE OF 21.56 FEET TO A POINT ON THE NORTH LINE OF A 100.00 FOOT POWER LINE EASEMENT AS RECORDED IN DEED BOOK 992 AT PAGE 535 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 87°41'19" WEST ALONG SAID NORTH LINE, A DISTANCE OF 135.68 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "K",** SAID POINT BEING ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 4;

THENCE NORTH 00°20'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 264.80 FEET TO THE **POINT OF BEGINNING.**

TOGETHER WITH: (PARCEL O)

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "K"**, THENCE SOUTH 00°20'14" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 4, A DISTANCE OF 97.18 FEET TO A POINT ON THE SOUTH LINE OF A 100.00 FOOT POWER LINE EASEMENT AS RECORDED IN DEED BOOK 992 AT PAGE 535 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 87°41'19" EAST ALONG SAID SOUTH LINE, A DISTANCE OF150.99 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "L",** SAID POINT BEING ON THE WESTERLY ORDINARY HIGH-WATERLINE OF THE PEACE RIVER;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID WESTERLY LINE:

1) THENCE SOUTH 8°23'47" EAST, A DISTANCE OF 57.01 FEET;

2) THENCE SOUTH 00°52'01" EAST, A DISTANCE OF 72.97 FEET;

3) THENCE SOUTH 01°39'17" WEST, A DISTANCE OF 82.74 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 60 PER THE FLORIDA DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY MAP, MAP SECTION #16110-2505;

THENCE SOUTH 72°43'26" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 163.72 FEET TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 4;

THENCE NORTH 00°20'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 266.79 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL P)

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "L"**, THENCE SOUTH 87°41'19" EAST ALONG THE SOUTH LINE OF A 100.00 FOOT POWER LINE EASEMENT AS RECORDED IN DEED BOOK 992 AT PAGE 535 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA TO THE **POINT OF BEGINNING**;

THENCE SOUTH 87°41'19" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 604.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 60 PER THE FLORIDA DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY MAP, MAP SECTION #16110-2505;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE:

1) THENCE SOUTH 17°16'34" EAST, A DISTANCE OF 128.31 FEET;

2) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 500.00 FEET;

3) THENCE NORTH 17°16'34" WEST, A DISTANCE OF168.00 FEET;

4) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 157.04 FEET TO A POINT ON THE EASTERLY ORDINARY HIGH-WATER LINE OF THE PEACE RIVER;

THE FOLLOWING TWO (2) CALLS ARE ALONG SAID EASTERLY LINE:

1) THENCE NORTH 00°54'00" WEST, A DISTANCE OF 28.62 FEET;

2) THENCE NORTH 13°07'28" EAST, A DISTANCE OF 157.09 FEET TO THE **POINT OF BEGINNING.**

SAID CONSERVATION EASEMENTS LYING IN POLK COUNTY, FLORIDA AND CONTAINING 353.872 ACRES MORE OR LESS.

LESS & EXCEPT:

LESS AND EXCEPT THE SOVEREIGN SUBMERGED LANDS OF THE PEACE RIVER, PEACE CREEK, AND SADDLE CREEK VESTED TO THE STATE OF FLORIDA IN 1845 AND DEFINED AS THOSE LANDS AT OR BELOW THE ORDINARY HIGH WATER LINE.

TOGETHER WITH: (PARCEL Q – BUILDING ENVELOPE)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "M",** THENCE SOUTH 37°20'03" EAST ALONG THE SOUTHERLY LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 50.74 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 37°20'03" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 40.63 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1238 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 00°52'23" EAST ALONG SAID WEST LINE, A DISTANCE OF 390.95 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE SOUTH 89°41'00" WEST ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 426.05 FEET TO A POINT ON THE EASTERLY LINE OF AN INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 42°53'55" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 580.94 FEET TO THE **POINT OF BEGINNING**.

BOUNDARY SURVEY TO ALTA/NSPS LAND TITLE STANDARDS

LOCATED IN:
SECTION 33 & 34; TOWNSHIP 29 SOUTH; RANGE 25 EAST &
SECTION 4; TOWNSHIP 30 SOUTH; RANGE 25 EAST

SERVIENT PARCEL LEGAL DESCRIPTION:

O.R.B. 12382, PG. 2129

PARCEL 1

A PARCEL OF LAND LOCATED IN SECTION 33 AND 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST C. [illegible] OF SAID SECTION 34; THENCE S 01°E 00'00"E, EAST ALONG THE E LINE OF SAID SECTION 34, A DISTANCE OF 54.91 FEET TO THE SOUTH WEST CORNER OF THE WITH PARCEL OF LAND DESCRIBED BY OFFICIAL RECORDS BOOK 4908 AT PAGE 693 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°59'00" EAST ALONG THE WEST LINE OF SAID BOOK 4908, A DISTANCE OF 2644.31 FEET TO THE SOUTH EAST CORNER OF SAID BOOK 4908; THENCE SOUTH 89°59'00" EAST ALONG THE SOUTH LINE OF SAID BOOK 4908, A DISTANCE OF 2644.31 FEET TO THE SOUTH EAST CORNER OF SAID BOOK 4908; THENCE SOUTH 89°59'00" EAST ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 2644.31 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 33 AND; NORTH ALONG SAID NORTH LINE OF SAID SECTION 33 AND 34, A DISTANCE OF 2644.31 FEET TO THE NORTHEAST CORNER OF SAID SECTION 34, AND POINT ALONG SAID NORTH LINE OF SAID SECTION

BOUNDARY SURVEY TO ALTA/NSPS LAND TITLE STANDARDS

CONSERVATION EASEMENT LEGAL DESCRIPTION:

PARCEL A

A PARCEL OF LAND LOCATED IN SECTION 34 TOWNSHIP 35 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST ALONG THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF (S. 1/2) OF LOT 4, THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34, AS RECORDED IN OFFICIAL RECORDS BOOK 9414, PAGE 1811, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE CONTINUE SOUTH 89°47'37" EAST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 1313.75 FEET TO THE EAST 1/16TH CORNER OF THE SAID SECTION 34; THENCE SOUTH 00°12'23" WEST ALONG THE EAST 1/16TH LINE OF SAID SECTION 34 A DISTANCE OF 1320.00 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 1313.75 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE NORTH 00°12'23" EAST ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 1320.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 89°47'37" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 00°12'23" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 1320.00 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 89°47'37" WEST ALONG THE NORTH LINE OF THE SOUTH HALF (S. 1/2) OF LOT 4 OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL B

A PARCEL OF LAND, LOCATED IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE SOUTH 89°47'37" EAST ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 1313.75 FEET TO THE EAST 1/16TH CORNER OF THE SAID SECTION 34; THENCE SOUTH 00°12'23" WEST ALONG THE EAST 1/16TH LINE OF SAID SECTION 34 A DISTANCE OF 1320.00 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTION 34; THENCE NORTH 89°47'37" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 00°12'23" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 1320.00 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 89°47'37" WEST ALONG THE NORTH LINE OF THE SOUTH HALF (S. 1/2) OF LOT 4 OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL C

A PARCEL OF LAND, LOCATED IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE SOUTH 89°47'37" EAST ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 1313.75 FEET TO A POINT HEREAFTER REFERRED TO AS REFERENCE POINT "A". SAID POINT ALSO BEING ON THE SOUTHERLY PROLONGATION OF THE EAST 1/16TH LINE.

THE FOLLOWING TWENTY-ONE (21) CALLS ARE ALONG SAID SOUTHERLY LINE.

1) THENCE NORTH 89°47'37" WEST A DISTANCE OF 79.44 FEET
2) THENCE NORTH 75°54'09" WEST A DISTANCE OF 241.76 FEET;
3) THENCE NORTH 89°47'37" WEST A DISTANCE OF 210.00 FEET;
4) THENCE NORTH 75°54'09" WEST A DISTANCE OF 99.78 FEET;
5) THENCE NORTH 89°47'37" WEST A DISTANCE OF 79.44 FEET;
6) THENCE SOUTH 00°12'23" WEST A DISTANCE OF 30.00 FEET;
7) THENCE NORTH 89°47'37" WEST A DISTANCE OF 660.00 FEET;
8) THENCE NORTH 00°12'23" EAST A DISTANCE OF 30.00 FEET;
9) THENCE NORTH 89°47'37" WEST A DISTANCE OF 79.44 FEET;
10) THENCE NORTH 75°54'09" WEST A DISTANCE OF 99.78 FEET;
11) THENCE NORTH 89°47'37" WEST A DISTANCE OF 210.00 FEET;
12) THENCE NORTH 75°54'09" WEST A DISTANCE OF 241.76 FEET;
13) THENCE NORTH 89°47'37" WEST A DISTANCE OF 79.44 FEET;
14) THENCE NORTH 00°12'23" EAST A DISTANCE OF 1.00 FEET;
15) THENCE NORTH 89°47'37" WEST A DISTANCE OF 660.00 FEET;
16) THENCE NORTH 00°12'23" EAST A DISTANCE OF 30.00 FEET;
17) THENCE NORTH 89°47'37" WEST A DISTANCE OF 79.44 FEET;
18) THENCE NORTH 75°54'09" WEST A DISTANCE OF 99.78 FEET;
19) THENCE NORTH 89°47'37" WEST A DISTANCE OF 210.00 FEET;
20) THENCE NORTH 75°54'09" WEST A DISTANCE OF 241.76 FEET;
21) THENCE NORTH 89°47'37" WEST A DISTANCE OF 79.44 FEET TO THE POINT OF BEGINNING

TOGETHER WITH

PARCEL D

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 34 TOWNSHIP 35 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST ALONG THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE WEST HALF (W. 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE SOUTH 00°12'23" WEST ALONG THE EAST LINE OF THE WEST HALF (W. 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 1320.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 89°47'37" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°47'37" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 00°12'23" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET; THENCE SOUTH 89°47'37" EAST A DISTANCE OF 330.00 FEET; THENCE SOUTH 00°12'23" WEST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL E

A PARCEL OF LAND LOCATED IN SECTION 34 TOWNSHIP 35 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST ALONG THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE WEST HALF (W. 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE SOUTH 00°12'23" WEST ALONG THE EAST LINE OF THE WEST HALF (W. 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 1320.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 89°47'37" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°47'37" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 00°12'23" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET; THENCE SOUTH 89°47'37" EAST A DISTANCE OF 330.00 FEET; THENCE SOUTH 00°12'23" WEST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

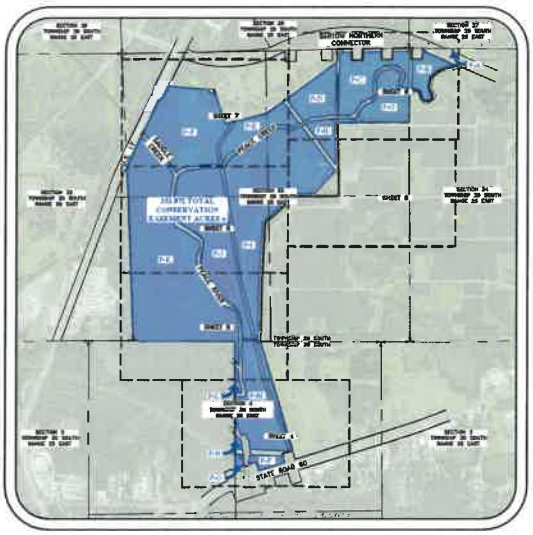
PARCEL F

A PART OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A PK NAIL AND DISK STAMPED "LB 6591" MARKING THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST, ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 660.00 FEET TO A POINT HEREAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE CONTINUE SOUTH 89°47'37" EAST, ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1313.75 FEET TO THE EAST 1/16TH CORNER OF SAID SECTION 34; THENCE SOUTH 00°12'23" WEST, ALONG THE EAST 1/16TH LINE OF SAID SECTION 34, A DISTANCE OF 1320.00 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 00°12'23" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°12'23" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE SOUTH 89°47'37" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 00°12'23" WEST, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

CONSERVATION EASEMENT PARCEL TABLE:

PARCEL-A (P-A)	9.843 ACRES ±	
PARCEL-B (P-B)	4.987 ACRES ±	
PARCEL-C (P-C)	19.673 ACRES ±	
PARCEL-D (P-D)	11.194 ACRES ±	
PARCEL-E (P-E)	11.596 ACRES ±	
PARCEL-F (P-F)	39.121 ACRES ±	
PARCEL-G (P-G)	13.810 ACRES ±	
PARCEL-H (P-H)	5.432 ACRES ±	
PARCEL-I (P-I)	72.231 ACRES ±	
PARCEL-J (P-J)	43.579 ACRES ±	
PARCEL-K (P-K)	99.304 ACRES ±	
PARCEL-L (P-L)	8.295 ACRES ±	
PARCEL-M (P-M)	23.763 ACRES ±	
PARCEL-N (P-N)	0.409 ACRES ±	
PARCEL-O (P-O)	0.965 ACRES ±	
PARCEL-P (P-P)	2.918 ACRES ±	
395.872 TOTAL ACRES ±		



LOCATION MAP:

(NOT TO SCALE)

TOGETHER WITH

PARCEL G

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 34 TOWNSHIP 35 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST ALONG THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE WEST HALF (W. 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE SOUTH 00°12'23" WEST ALONG THE EAST LINE OF THE WEST HALF (W. 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 1320.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 89°47'37" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°47'37" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 00°12'23" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET; THENCE SOUTH 89°47'37" EAST A DISTANCE OF 330.00 FEET; THENCE SOUTH 00°12'23" WEST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL H

A PARCEL OF LAND LOCATED IN SECTION 34 TOWNSHIP 35 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST ALONG THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE WEST HALF (W. 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE SOUTH 00°12'23" WEST ALONG THE EAST LINE OF THE WEST HALF (W. 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 1320.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 89°47'37" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°47'37" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 00°12'23" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET; THENCE SOUTH 89°47'37" EAST A DISTANCE OF 330.00 FEET; THENCE SOUTH 00°12'23" WEST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL I

A PART OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A PK NAIL AND DISK STAMPED "LB 6591" MARKING THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST, ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 660.00 FEET TO A POINT HEREAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE CONTINUE SOUTH 89°47'37" EAST, ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1313.75 FEET TO THE EAST 1/16TH CORNER OF SAID SECTION 34; THENCE SOUTH 00°12'23" WEST, ALONG THE EAST 1/16TH LINE OF SAID SECTION 34, A DISTANCE OF 1320.00 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 00°12'23" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°12'23" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE SOUTH 89°47'37" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 00°12'23" WEST, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL J

A PART OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A PK NAIL AND DISK STAMPED "LB 6591" MARKING THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST, ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 660.00 FEET TO A POINT HEREAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE CONTINUE SOUTH 89°47'37" EAST, ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1313.75 FEET TO THE EAST 1/16TH CORNER OF SAID SECTION 34; THENCE SOUTH 00°12'23" WEST, ALONG THE EAST 1/16TH LINE OF SAID SECTION 34, A DISTANCE OF 1320.00 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 00°12'23" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°12'23" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE SOUTH 89°47'37" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 00°12'23" WEST, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL K

A PARCEL OF LAND LOCATED IN SECTION 34 TOWNSHIP 35 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°47'37" EAST ALONG THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE WEST HALF (W. 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE SOUTH 00°12'23" WEST ALONG THE EAST LINE OF THE WEST HALF (W. 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 1320.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 89°47'37" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°47'37" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34; THENCE NORTH 00°12'23" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 34 A DISTANCE OF 330.00 FEET; THENCE SOUTH 89°47'37" EAST A DISTANCE OF 330.00 FEET; THENCE SOUTH 00°12'23" WEST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

SEE SHEET 3 OF 10 FOR CONTINUATION OF CONSERVATION EASEMENT LEGAL DESCRIPTION

FWP PROJECT NAME	
OWNER'S NAME	BSM, LLC, A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED IN	SECTION 34-35, TOWNSHIP 35 SOUTH, RANGE 25 EAST
BSM PROJECT #	25-295 BSM CR
COUNTY	POLK COUNTY, FLORIDA

BSM & ASSOCIATES, INC. LAND SURVEYING SERVICES
40 N. 20th Street, Suite 117, Birmingham, AL 35203
205.252.4488 | 205.252.4499 | 205.533.4274
www.bsmassociates.com

REF				
DWN	JW, JSF			
CHK	TCL	DATE 09/16/21	11/15/21	12/6/21
FLD	JW, RTG	FB 1942		
CKD	BSM	SHEET 1 OF 10		

BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA, 33831

BOUNDARY SURVEY TO ALTA/NSPS LAND TITLE STANDARDS

CONSERVATION EASEMENT LEGAL DESCRIPTION (CONTINUED):

TOGETHER WITH

PARCEL J

A PART OF LAND, LOCATED IN SECTION 31 TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 6 TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT "B", THENCE SOUTH 77°49'17" EAST ALONG THE SOUTHERLY LINE OF A 50.00 FOOT PUBLIC ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6666 AT PAGE 1574 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 47.43 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 77°49'17" EAST, A DISTANCE OF 1498.45 FEET TO A POINT BEING ON THE WESTERLY LINE OF AN EXISTING 66 FOOT PUBLIC ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID WESTERLY LINE

1) THENCE SOUTH 00°04'32" EAST, A DISTANCE OF 1,744.44 FEET;
2) THENCE SOUTH 89°55'28" WEST, A DISTANCE OF 20.00 FEET;
3) THENCE SOUTH 00°04'32" EAST, A DISTANCE OF 1,320.00 FEET;
4) THENCE SOUTH 89°55'28" WEST, A DISTANCE OF 1,164.44 FEET;
5) THENCE SOUTH 00°04'32" EAST, A DISTANCE OF 1,164.44 FEET;
6) THENCE SOUTH 89°55'28" WEST, A DISTANCE OF 1,320.00 FEET;
7) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,164.44 FEET;
8) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 20.00 FEET;
9) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,164.44 FEET;
10) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 1,164.44 FEET;
11) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,320.00 FEET;
12) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 20.00 FEET;
13) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,744.44 FEET;
14) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 1,164.44 FEET;
15) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,320.00 FEET;
16) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 20.00 FEET;
17) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,744.44 FEET;
18) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 1,164.44 FEET;
19) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,320.00 FEET;
20) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 20.00 FEET;
21) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,744.44 FEET;
22) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 1,164.44 FEET;
23) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,320.00 FEET;
24) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 20.00 FEET;
25) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,744.44 FEET;
26) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 1,164.44 FEET;
27) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,320.00 FEET;
28) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 20.00 FEET;
29) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,744.44 FEET;
30) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 1,164.44 FEET;
31) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,320.00 FEET;
32) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 20.00 FEET;
33) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,744.44 FEET;
34) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 1,164.44 FEET;
35) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,320.00 FEET;
36) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 20.00 FEET;
37) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,744.44 FEET;
38) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 1,164.44 FEET;
39) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,320.00 FEET;
40) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 20.00 FEET;
41) THENCE NORTH 00°04'32" WEST, A DISTANCE OF 1,744.44 FEET;
42) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 1,164.44 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL J

A PARCEL OF LAND, LOCATED IN SECTION 31 TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED REFERENCE POINT "B", THENCE SOUTH 89°55'28" EAST ALONG THE SOUTH LINE OF A 50.00 FOOT PUBLIC INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6666, PAGE 1574 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 47.43 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 89°55'28" EAST, A DISTANCE OF 1498.45 FEET TO A POINT BEING ON THE WESTERLY LINE OF AN EXISTING 66 FOOT PUBLIC ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID WESTERLY LINE

1) THENCE SOUTH 00°04'32" EAST, A DISTANCE OF 1,744.44 FEET;
2) THENCE SOUTH 89°55'28" WEST, A DISTANCE OF 20.00 FEET;
3) THENCE SOUTH 00°04'32" EAST, A DISTANCE OF 1,320.00 FEET;
4) THENCE SOUTH 89°55'28" WEST, A DISTANCE OF 1,164.44 FEET;
5) THENCE SOUTH 00°04'32" EAST, A DISTANCE OF 1,164.44 FEET;
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42) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 1,164.44 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL K

A PARCEL OF LAND LOCATED IN SECTION 31 TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 6 TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED REFERENCE POINT "B", THENCE SOUTH 77°49'17" EAST ALONG THE SOUTHERLY LINE OF A 50.00 FOOT PUBLIC INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6666, PAGE 1574 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA A DISTANCE OF 47.43 FEET TO A POINT BEING ON THE WESTERLY LINE OF AN EXISTING 66 FOOT PUBLIC ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 77°49'17" EAST, A DISTANCE OF 1498.45 FEET TO A POINT BEING ON THE WESTERLY LINE OF AN EXISTING 66 FOOT PUBLIC ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID WESTERLY LINE

1) THENCE SOUTH 00°04'32" EAST, A DISTANCE OF 1,744.44 FEET;
2) THENCE SOUTH 89°55'28" WEST, A DISTANCE OF 20.00 FEET;
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42) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 1,164.44 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL L

A PARCEL OF LAND LOCATED IN SECTION 31 TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 6 TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED REFERENCE POINT "B", THENCE SOUTH 77°49'17" EAST ALONG THE SOUTHERLY LINE OF A 50.00 FOOT PUBLIC INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6666, PAGE 1574 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA A DISTANCE OF 47.43 FEET TO A POINT BEING ON THE WESTERLY LINE OF AN EXISTING 66 FOOT PUBLIC ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 77°49'17" EAST, A DISTANCE OF 1498.45 FEET TO A POINT BEING ON THE WESTERLY LINE OF AN EXISTING 66 FOOT PUBLIC ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID WESTERLY LINE

1) THENCE SOUTH 00°04'32" EAST, A DISTANCE OF 1,744.44 FEET;
2) THENCE SOUTH 89°55'28" WEST, A DISTANCE OF 20.00 FEET;
3) THENCE SOUTH 00°04'32" EAST, A DISTANCE OF 1,320.00 FEET;
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42) THENCE NORTH 89°55'28" EAST, A DISTANCE OF 1,164.44 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL M

A PARCEL OF LAND LOCATED IN SECTION 31 TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 6 TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED REFERENCE POINT "B", THENCE SOUTH 77°49'17" EAST ALONG THE SOUTHERLY LINE OF A 50.00 FOOT PUBLIC INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6666, PAGE 1574 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA A DISTANCE OF 47.43 FEET TO A POINT BEING ON THE WESTERLY LINE OF AN EXISTING 66 FOOT PUBLIC ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 77°49'17" EAST, A DISTANCE OF 1498.45 FEET TO A POINT BEING ON THE WESTERLY LINE OF AN EXISTING 66 FOOT PUBLIC ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID WESTERLY LINE

1) THENCE SOUTH 00°04'32" EAST, A DISTANCE OF 1,744.44 FEET;
2) THENCE SOUTH 89°55'28" WEST, A DISTANCE OF 20.00 FEET;
3) THENCE SOUTH 00°04'32" EAST, A DISTANCE OF 1,320.00 FEET;
4) THENCE SOUTH 89°55'28" WEST, A DISTANCE OF 1,164.44 FEET;
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TOGETHER WITH

PARCEL N

A PARCEL OF LAND LOCATED IN SECTION 31 TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 6 TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED REFERENCE POINT "B", THENCE SOUTH 77°49'17" EAST ALONG THE SOUTHERLY LINE OF A 50.00 FOOT PUBLIC INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6666, PAGE 1574 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA A DISTANCE OF 47.43 FEET TO A POINT BEING ON THE WESTERLY LINE OF AN EXISTING 66 FOOT PUBLIC ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 77°49'17" EAST, A DISTANCE OF 1498.45 FEET TO A POINT BEING ON THE WESTERLY LINE OF AN EXISTING 66 FOOT PUBLIC ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

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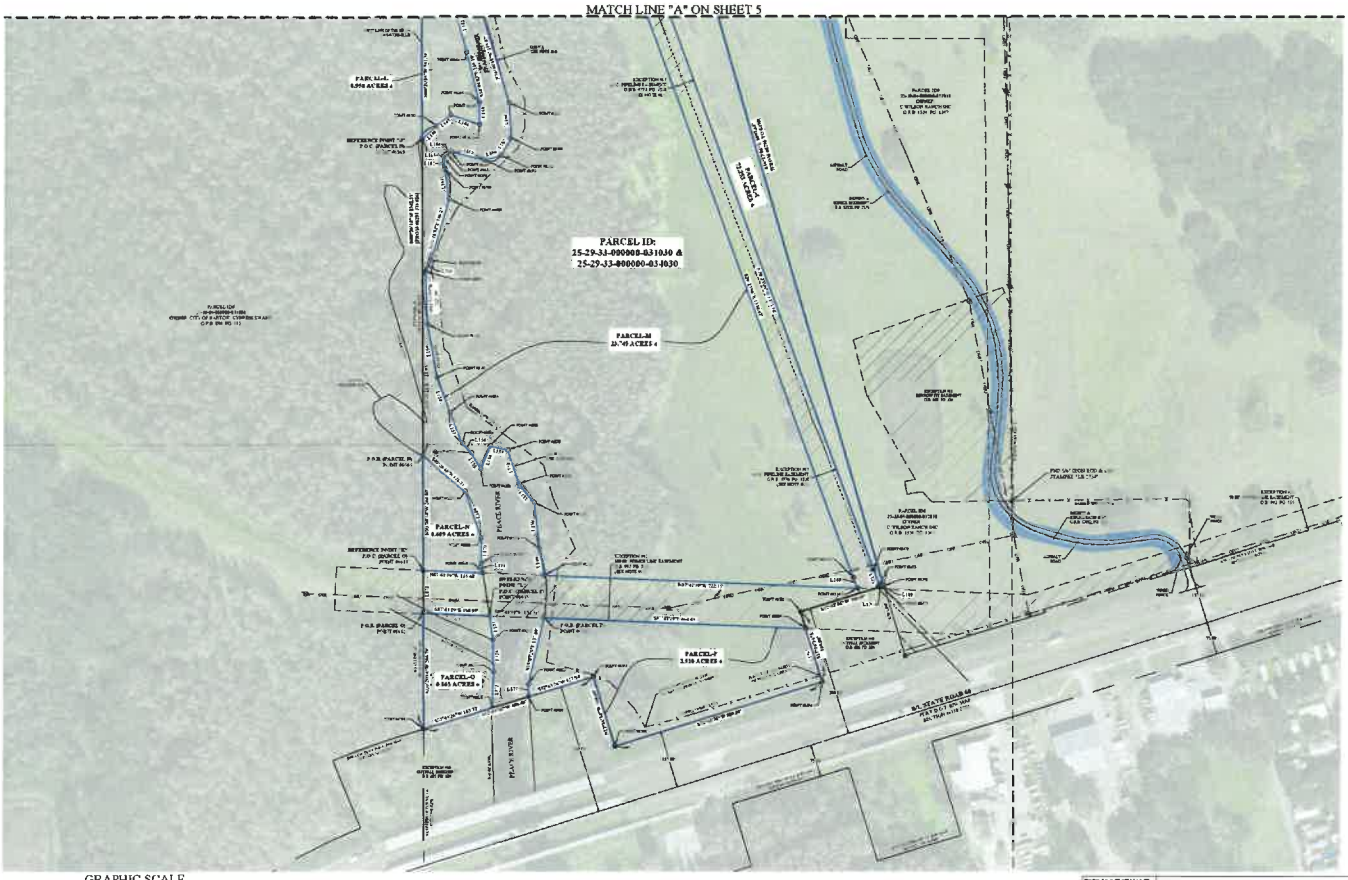
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BOUNDARY SURVEY GRAPHIC



GRAPHIC SCALE

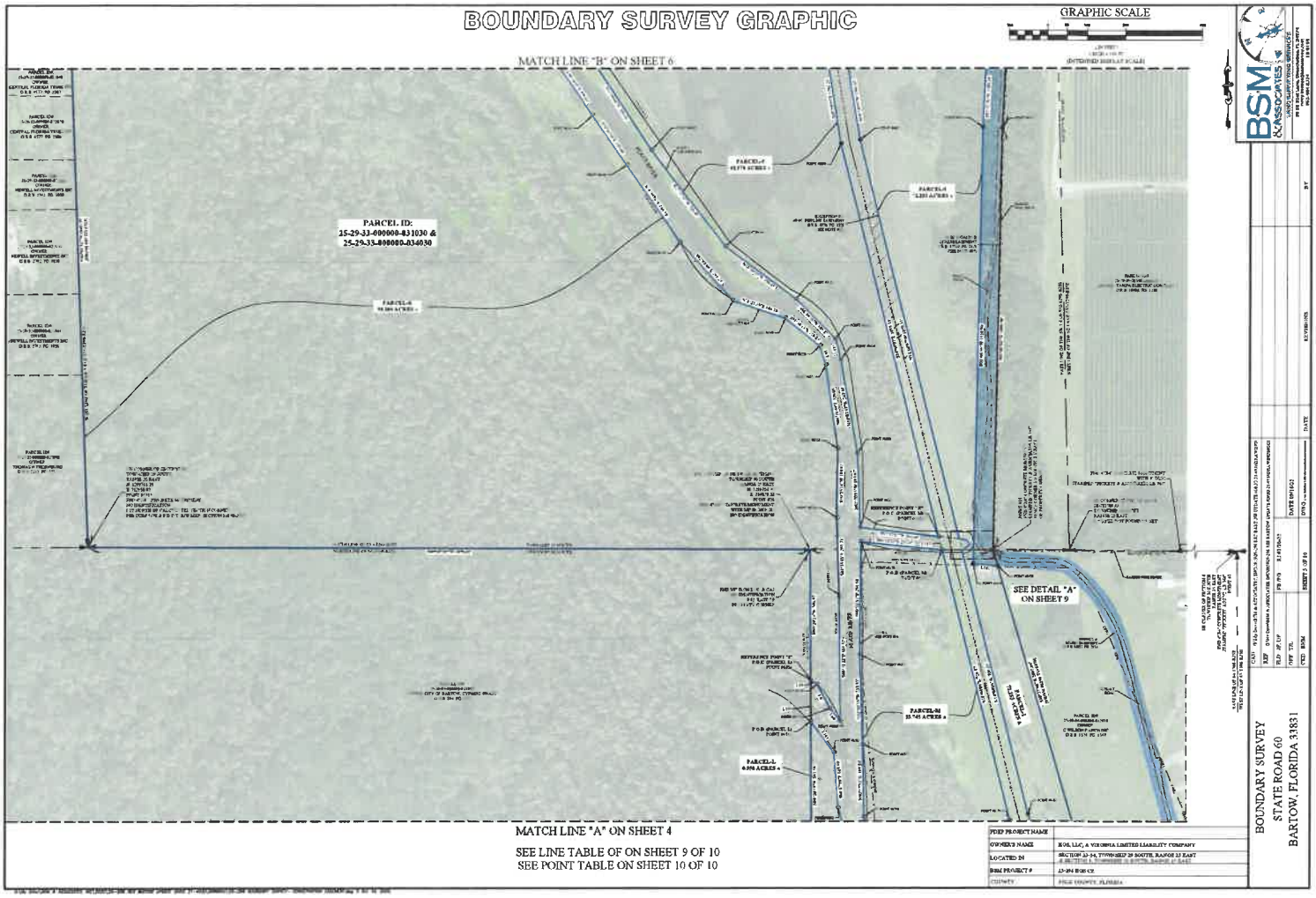
(IN FEET)
1 INCH = 100 FT
(INTENDED DISPLAY SCALE)

SEE LINE TABLE OF ON SHEET 9 OF 10
SEE POINT TABLE ON SHEET 10 OF 10

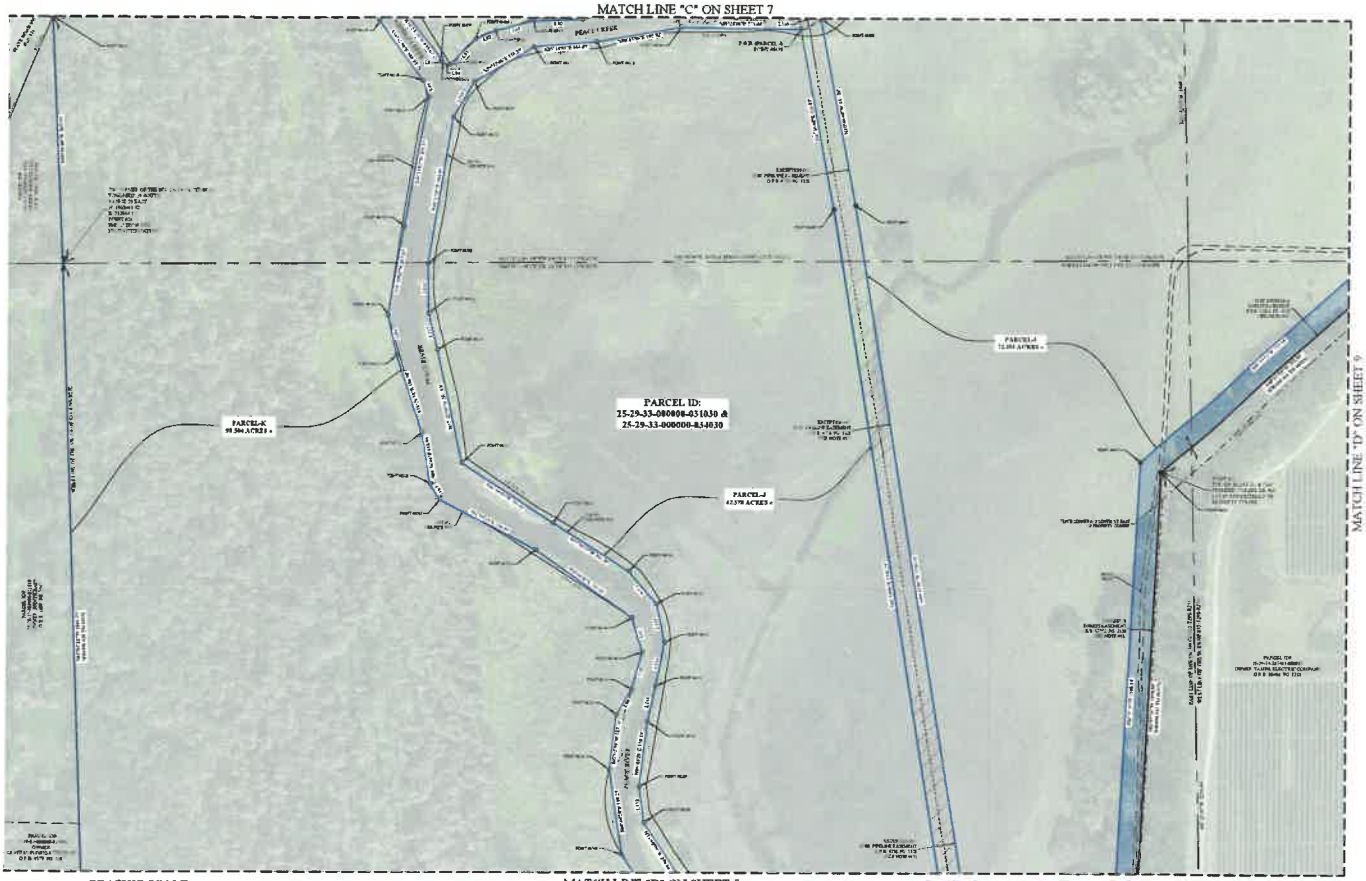
FDEP PROJECT NAME	
OWNER'S NAME	BOM, LLC, A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED IN	SECTION 25-29-33, TOWNSHIP 29 SOUTH, RANGE 33 EAST
BSM PROJECT #	15-294 BOM CH
COUNTY	POLK COUNTY, FLORIDA

BSM & ASSOCIATES
LAND SURVEYING SERVICES

BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA 33831


BOUNDARY SURVEY GRAPHIC
GRAPHIC SCALE
MATCH LINE "B" ON SHEET 6
PARCEL ID:
25-29-33-000000-831030 &
25-29-33-000000-834030
SEE DETAIL "A"
ON SHEET 9
MATCH LINE "A" ON SHEET 4
SEE LINE TABLE OF ON SHEET 9 OF 10
SEE POINT TABLE ON SHEET 10 OF 10
BSM & ASSOCIATES
BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA 33831

BOUNDARY SURVEY GRAPHIC



GRAPHIC SCALE

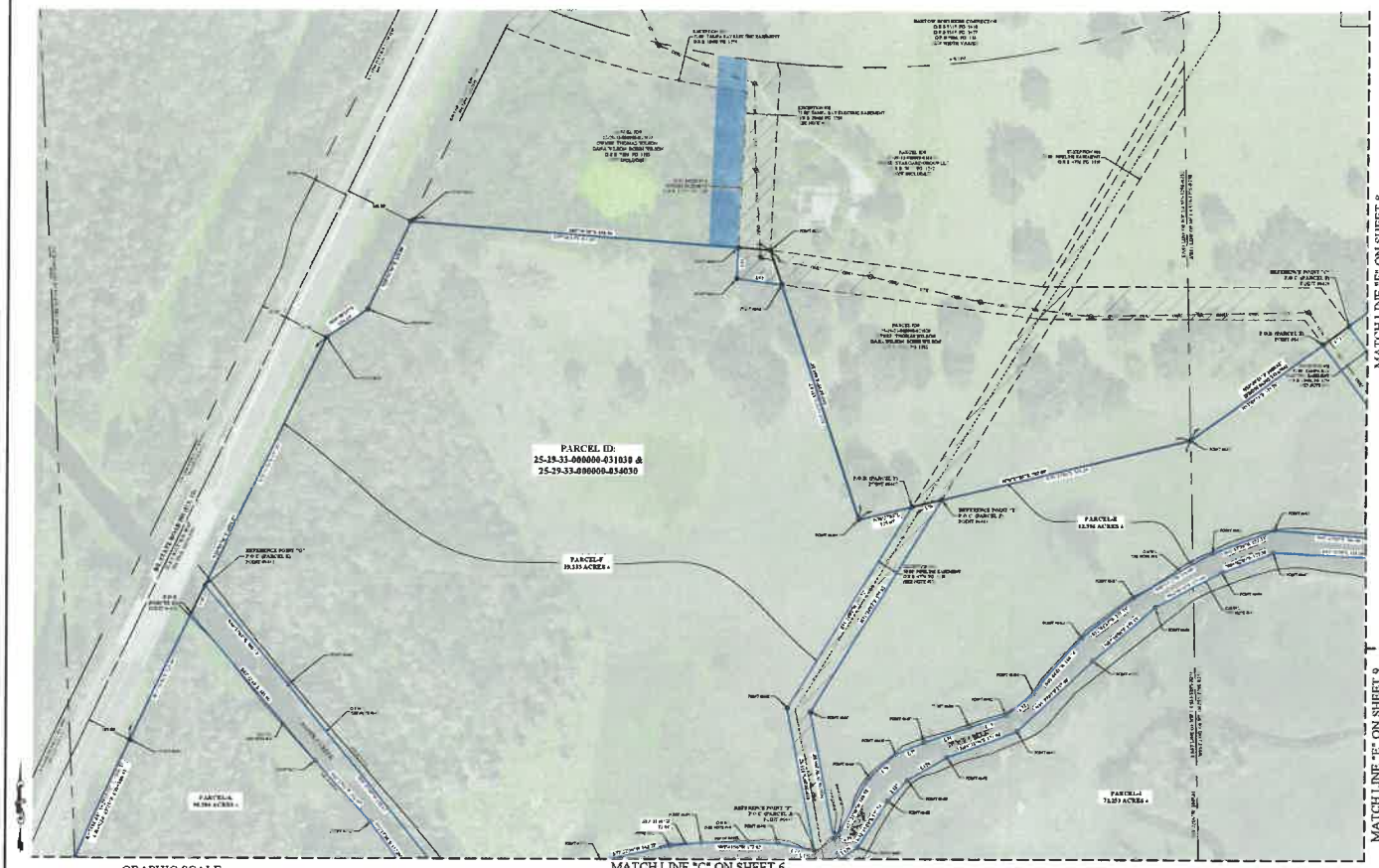
SEE LINE TABLE OF ON SHEET 9 OF 10
SEE POINT TABLE ON SHEET 10 OF 10

FDEP PROJECT NAME	
OWNER'S NAME	BOM, LLC A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED IN	SECTION 33-34, TOWNSHIP 29 SOUTH, RANGE 25 EAST
BSM PROJECT #	19-294 BOM CE
COUNTY	POLK COUNTY, FLORIDA

BSM & ASSOCIATES

BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA 33831

BOUNDARY SURVEY GRAPHIC



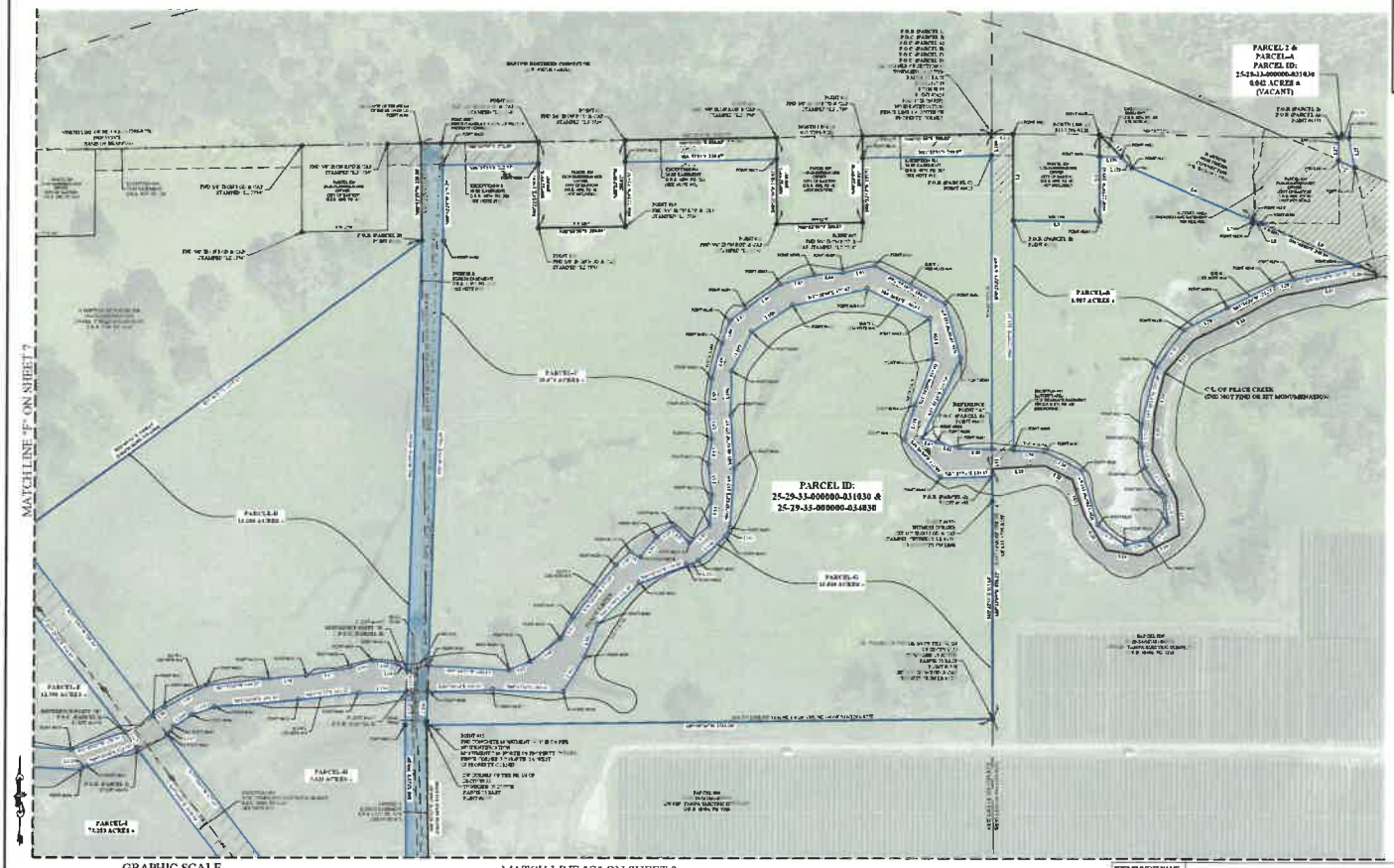
GRAPHIC SCALE

SEE LINE TABLE OF ON SHEET 9 OF 10
SEE POINT TABLE ON SHEET 10 OF 10

PROJECT NAME	
OWNER'S NAME	BSM, LLC A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED IN	SECTION 33-M, TOWNSHIP 29 RANGE 25 EAST
BSM PROJECT #	21-294 BOB-T
COUNTY	POLK COUNTY, FLORIDA

BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA 33831

BOUNDARY SURVEY GRAPHIC

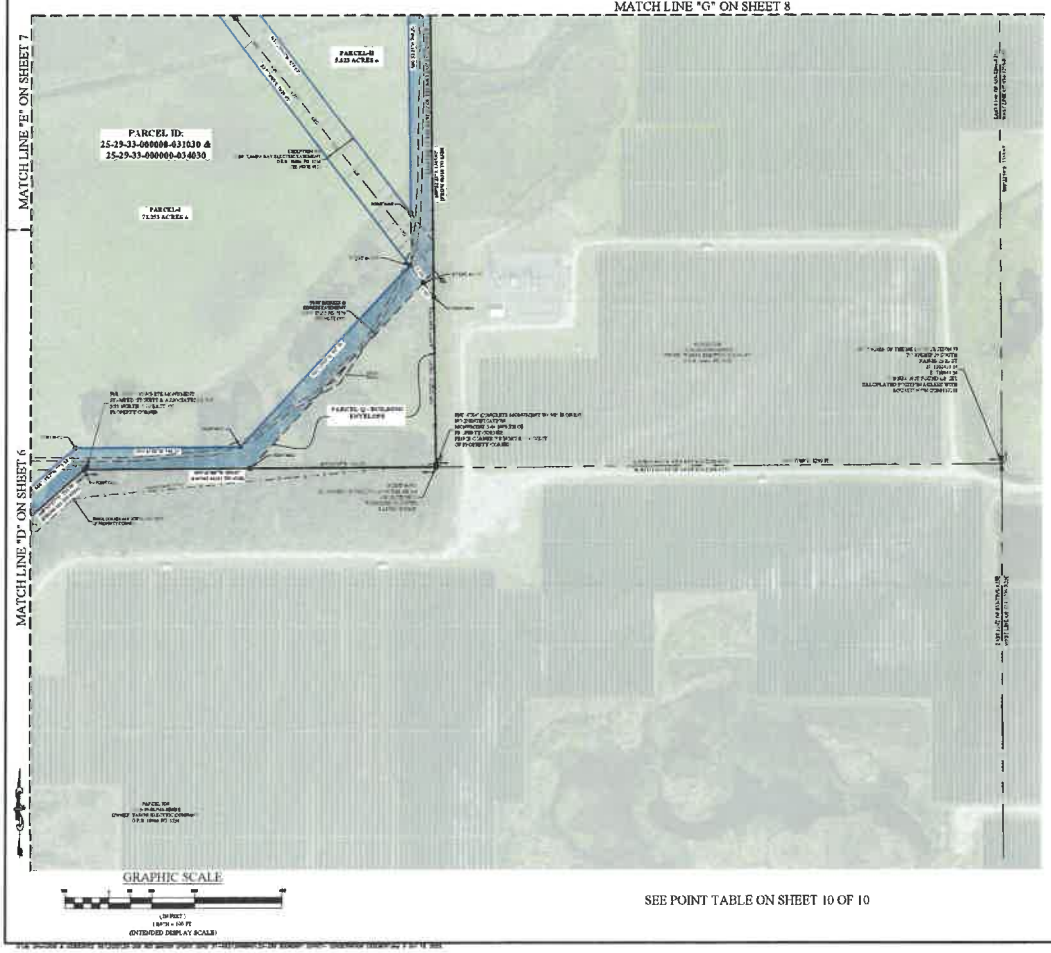


FDEP PROJECT NAME	
OWNER'S NAME	RMR, LLC, A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED IN	SECTION 33-29, TOWNSHIP 29 SOUTH, RANGE 33 EAST
BSM PROJECT #	23-209.33.CE
COUNTY	POLK COUNTY, FLORIDA

BSM & ASSOCIATES

BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA 33831

BOUNDARY SURVEY GRAPHIC



SEE POINT TABLE ON SHEET 10 OF 10

DETAIL "A" ON SHEET 5



FDEP PROJECT NAME	
OWNER'S NAME	BSB, LLC, A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED IN	SECTION 33-34, TOWNSHIP 29 SOUTH, RANGE 23 EAST
FDEP PROJECT #	15-294 BSB CE
COUNTY	POLK COUNTY, FLORIDA

BSM & ASSOCIATES, INC.

BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA 33831

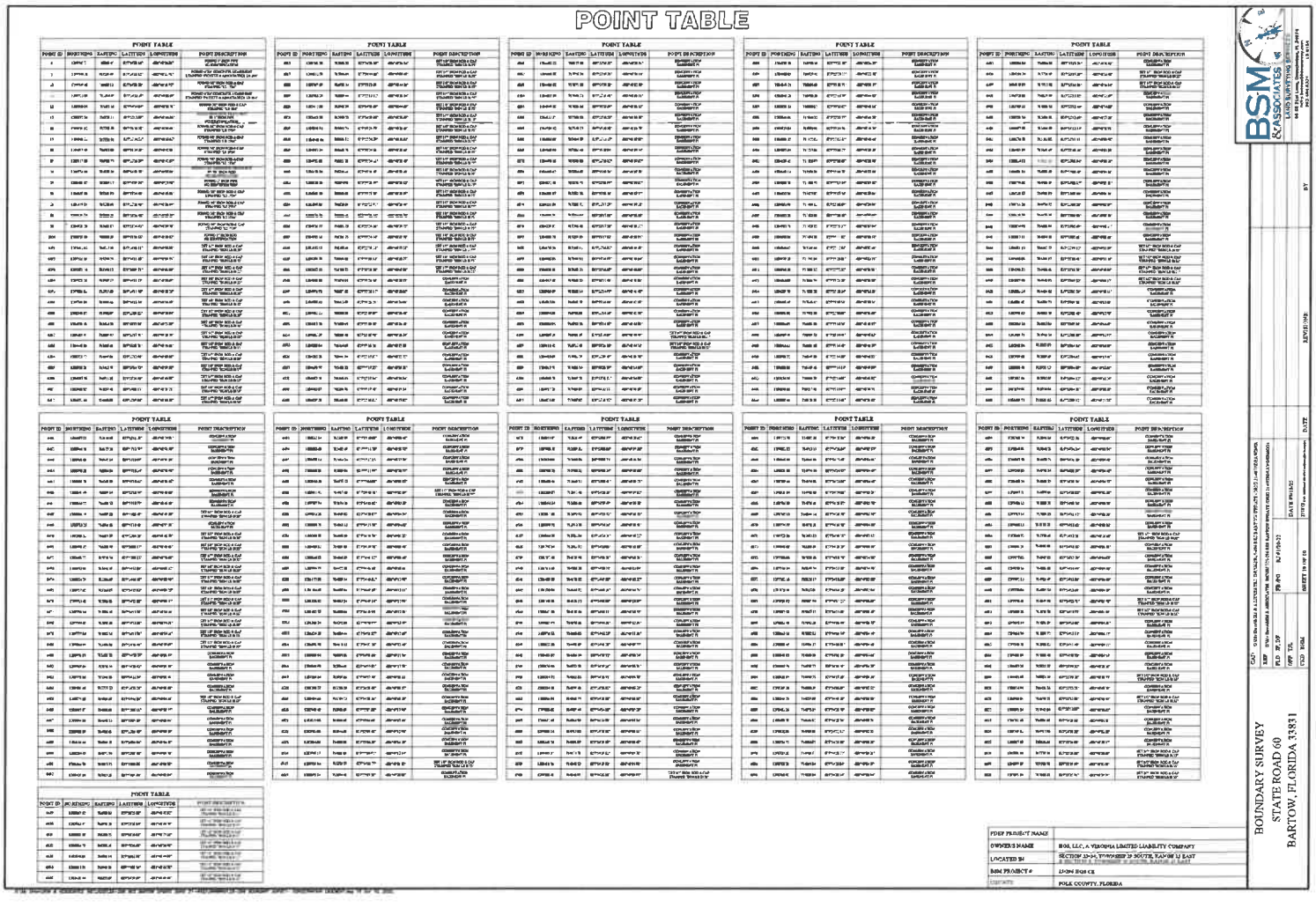
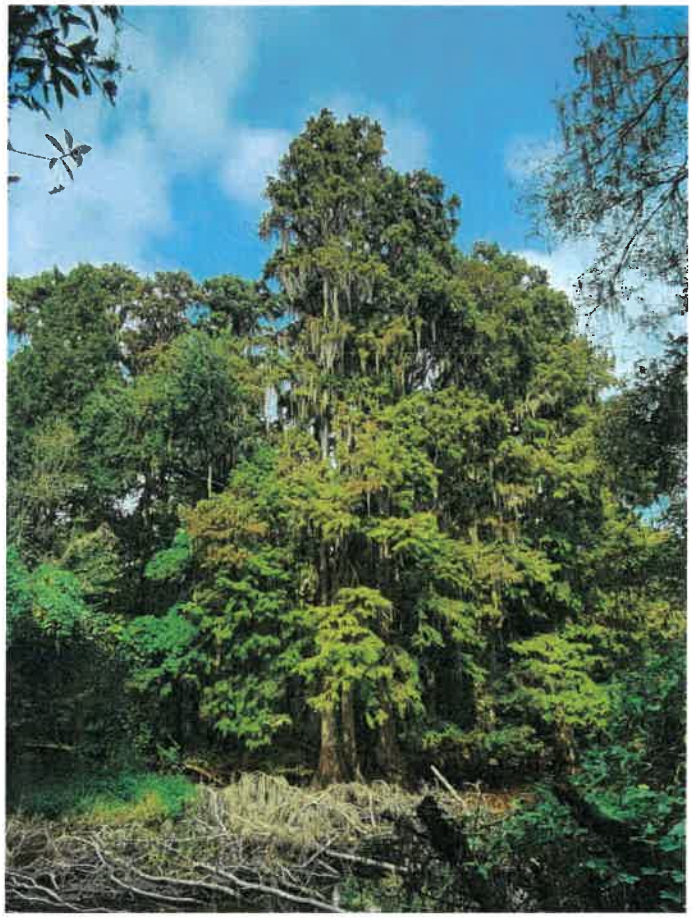

POINT TABLE
BSM & ASSOCIATES
LAND SURVEYING SERVICES
BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA 33831
BSM PROJECT #
LOCATED IN
OWNER'S NAME
FOLK COUNTY, FLORIDA

Exhibit B

BASELINE DOCUMENT

WILSON RANCH 2025 BASELINE DOCUMENTATION REPORT



Prepared by:

Wildlands Conservation

Prepared for:

POLK COUNTY
Florida's Crossroads of Opportunity

November 2025

INTRODUCTION

This report documents the conditions and conservation value of a 396.32-acre property in Polk County, FL (Figure 1). Wildlands Conservation and Polk County staff conducted the site visit on October 27, 2025. A portion of the site is currently being utilized as pasture. It is the intent of the property owner, with assistance from RES Environmental Operation Company (RES) and Polk County, to restore hydrologic and ecologic function of this land where Saddle Creek and Peace Creek converge to serve as the headwaters of the Peace River. Wilson Ranch (the Property) has numerous ditches that were excavated to increase the value of the land as pasture.

AUTHORSHIP & QUALIFICATIONS

Wildlands Conservation, Inc. (hereafter Wildlands) was contracted to perform a baseline documentation report (BDR) of the property to document the ecological condition and conservation value of the property prior to restoration activities. As a 501(c)3 environmental nonprofit organization, Wildlands serves as a land trust and conservation organization comprised of ecologists, land managers, and educators, with a mission to conserve and manage wildlands through land protection and management, research, education and outreach.

PROPERTY LOCATION

Wilson Ranch is located in Polk County, FL in northeast Bartow (Figure 2). The Property is bordered by US Highway 17 on the west and State Road 60 on the south. The property address is 2400 FL-60, Bartow, FL 33830. The entrance to the property is off of US Highway 17 and extends through private property. Tampa Electric Company (TECO) owns the lands directly to the east, and Clear Springs Holdings owns the reclaimed land directly to the north. The Wilson Ranch serves as a corridor link between the Lake Hancock and the Laurent/Peace River Conservation Lands (Figure 3). The Polk County Property Appraiser's website provides the following Parcel Identification Numbers for the 2 parcels which comprise the Property:

25-29-33-000000-034030

25-29-33-000000-031030

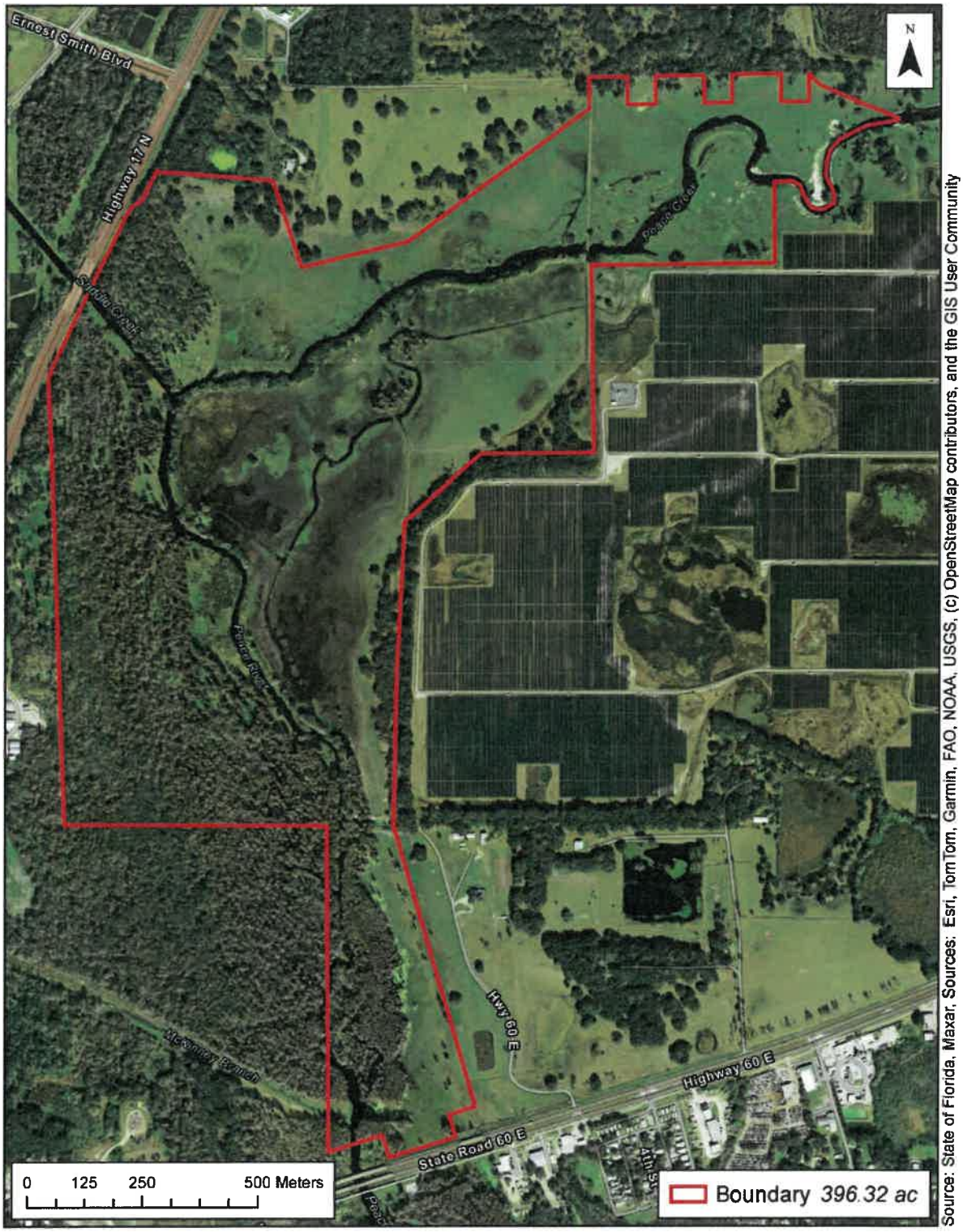


Figure 1. Wilson Ranch property boundary.

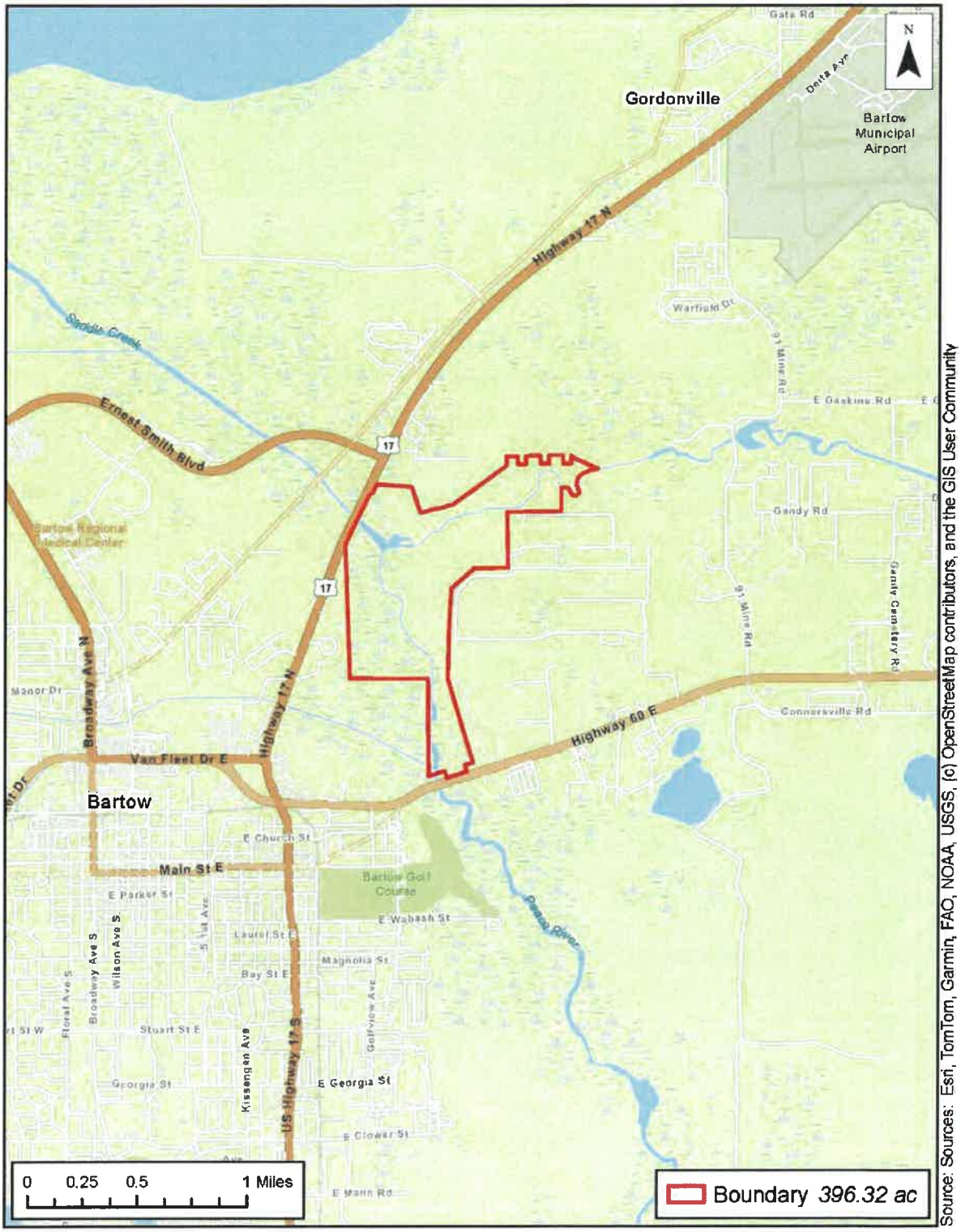


Figure 2. Wilson Ranch property general location.

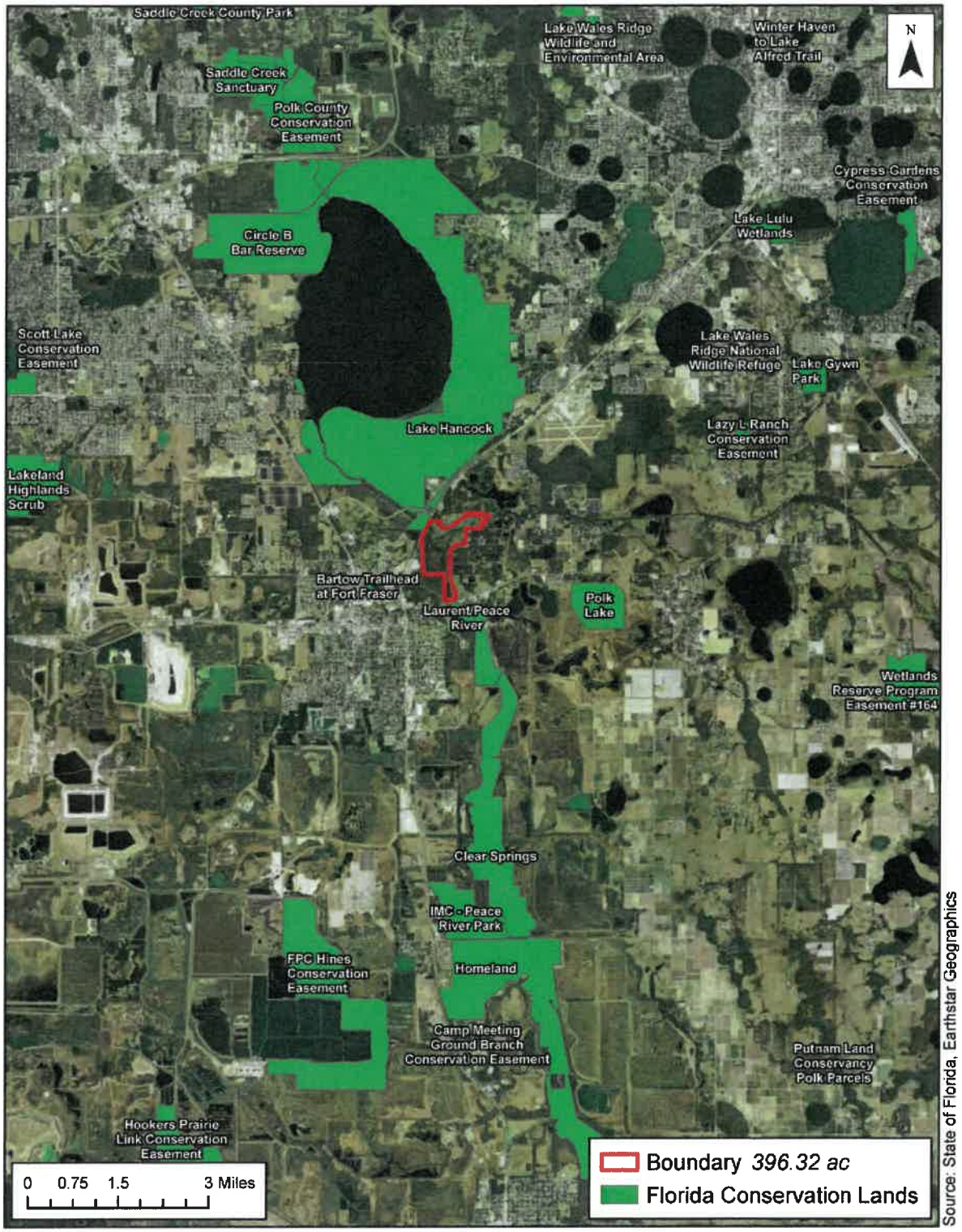


Figure 3. Conservation lands in the vicinity of Wilson Ranch.

ECOLOGICAL RESOURCES

The Property consists of approximately 394 acres of land, which is primarily a mix of improved pasture, floodplain forest, oak hammock, and scattered cypress swamps. Peace Creek and Saddle Creek converge on the Property. The Peace River watershed encompass more than 2,300 sq. miles and extends from the Green Swamp in northern Polk County down to Cape Coral in Lee County. The Peace River watershed includes portions of Hillsborough, Manatee, Sarasota, Polk, Hardee, DeSoto, and Charlotte counties. This property is extremely important in affecting water quality and water attenuation of the Peace River.

Most of the Wilson Ranch falls within Priority 3 section of the Florida Wildlife Corridor, which is considered a significant alternative route by the Florida Ecological Greenways Network (Figure 4). If Priority 1 or 2 lands are unable to be protected, Priority 3 has the potential to functionally serve as a wildlife corridor for wide-ranging species such as the Florida black bear (*Ursus americanus floridanus*) and the Florida panther (*Puma concolor coryi*).

Most of the soils on the property are considered fine sand or clay loam. The elevation on the property ranges from 93' to 105' above sea level. The highest elevation on site can be found alongside the creek berm leading into the Peace River, likely from spoil deposits resulting from the widening of the creeks/ditches. All pastures and floodplain swamps are between 93' and 95' in elevation (Figures 5-7).

The Florida Natural Areas Inventory (FNAI) Biodiversity Matrix lists 39 species of conservation concern as occurring or potentially occurring on or near the site (Appendix A). A complete biological inventory was not performed. Table 1 lists observed species during the site visit.

Common Name	Scientific Name
Eastern Phoebe	*Sayornis phoebe*
House Wren	*Troglodytes aedon*
Palm Warbler	*Setophaga palmarum*
Northern Cardinal	*Carinalis cardinalis*
Pileated Woodpecker	*Dryocopus pileatus*
Red-bellied Woodpecker	*Melanerpes carolinus*
American Kestrel	*Falco sparverius*
Red-shouldered Hawk	*Buteo lineatus*
Great Egret	*Ardea alba*
Little-blue Heron	*Egretta caerulea*
Great Blue Heron	*Ardea herodias*
White Ibis	*Eudocimus albus*

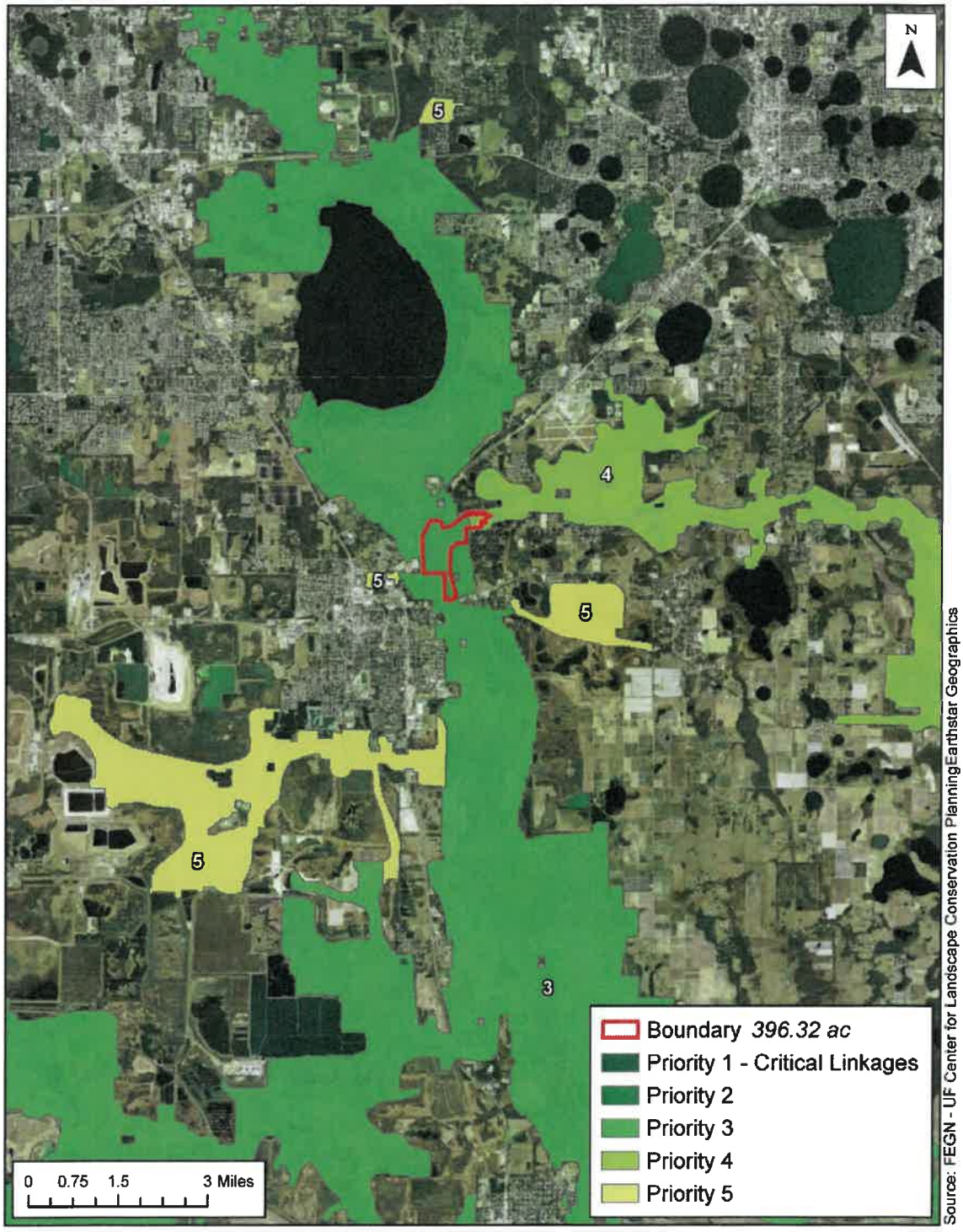


Figure 4. FEGN linkage map with Wilson Ranch highlighted in red.

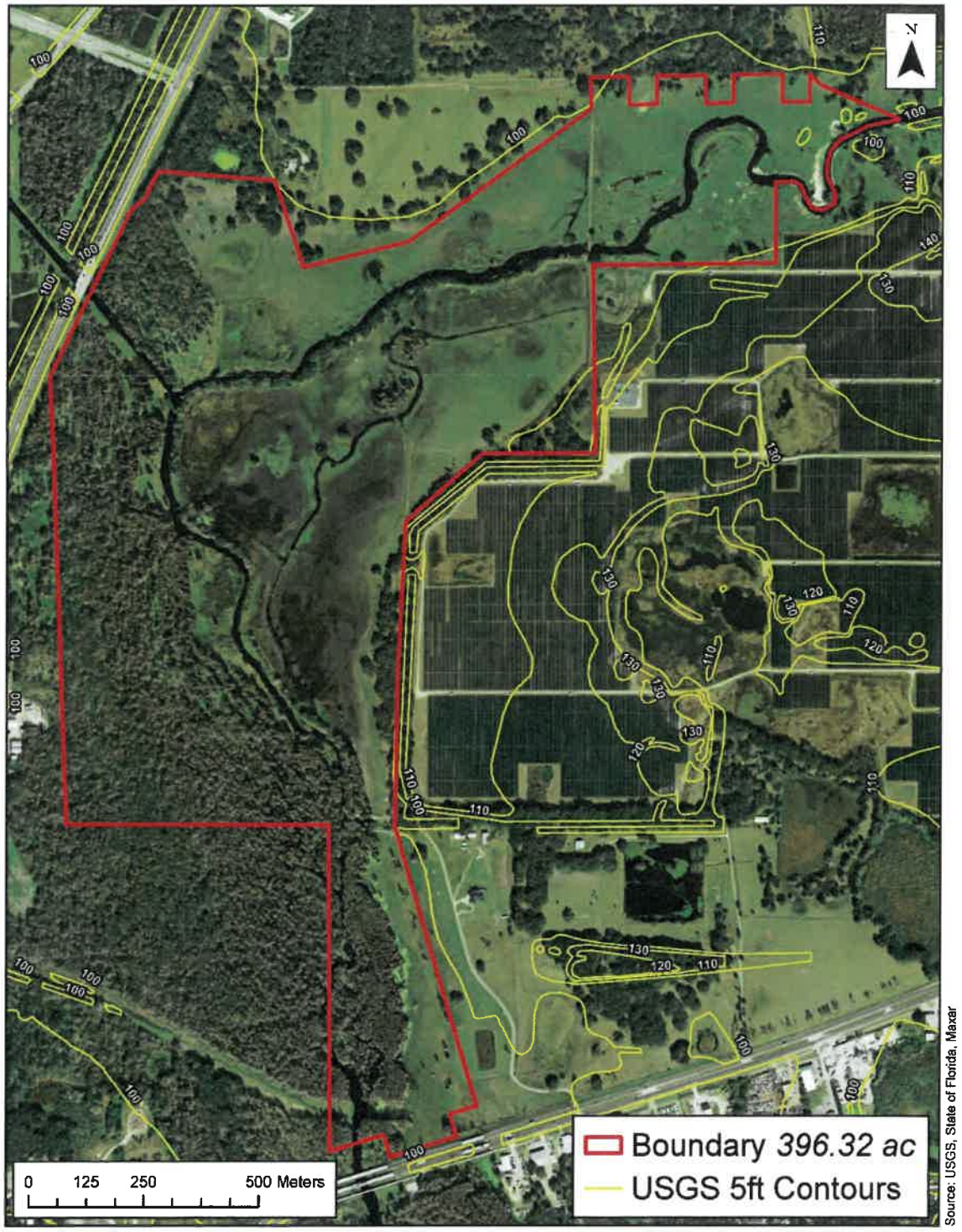


Figure 5. Topography map with 5 ft contours.

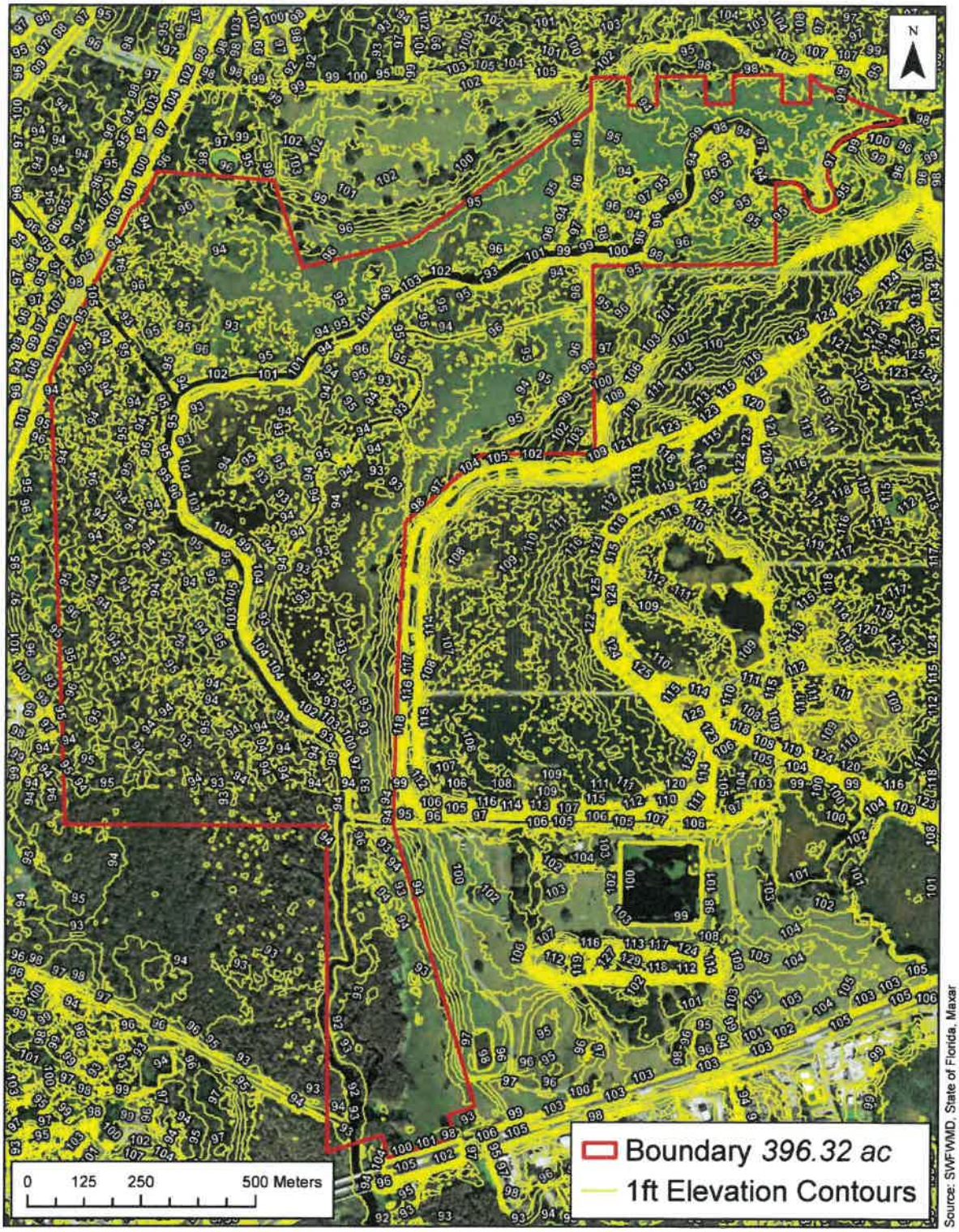


Figure 6. Topography map with 1 ft contours.

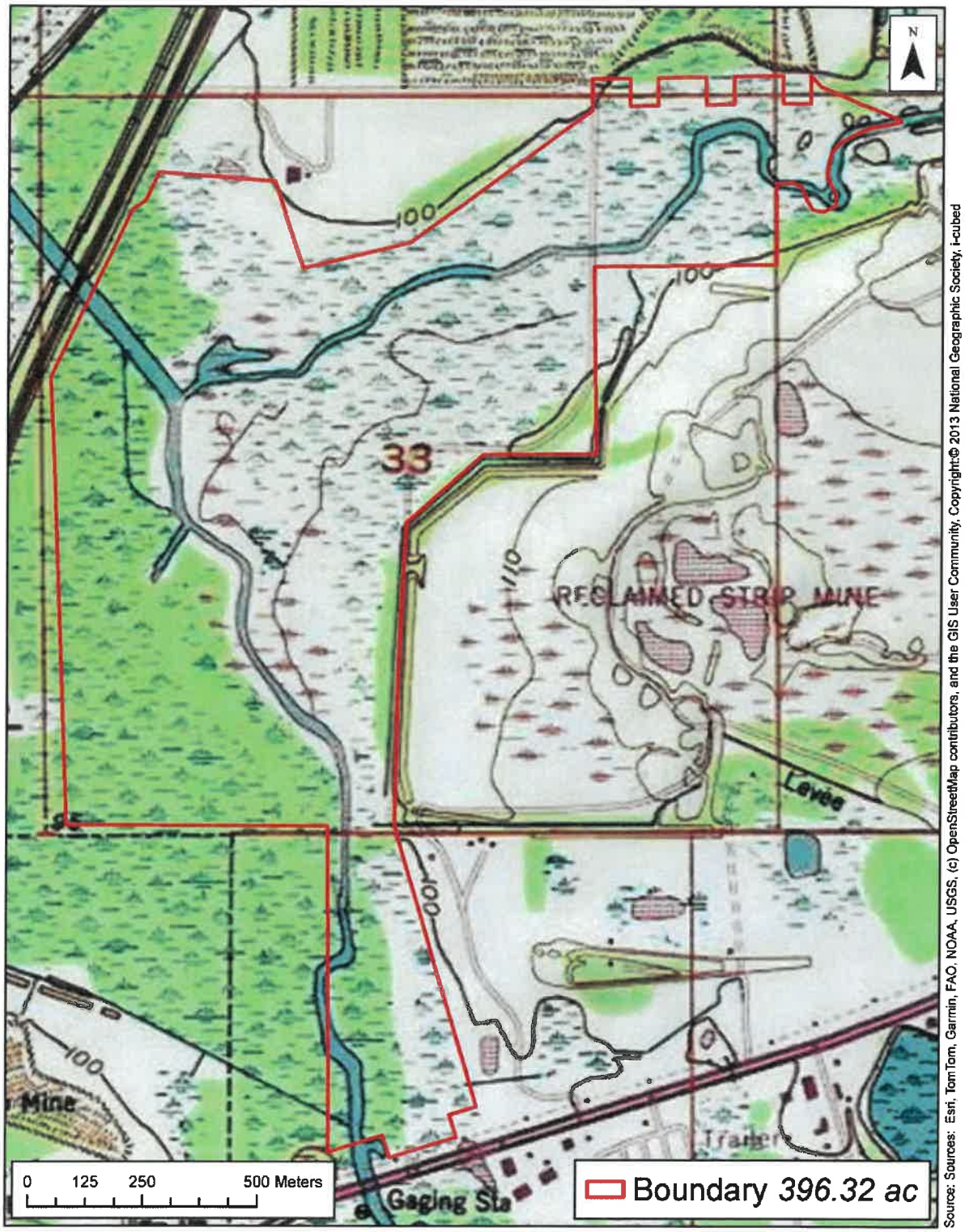


Figure 7. Wilson Ranch Quad Topo map.

HABITAT CONDITIONS

The habitats on site were identified using the Cooperative Land Cover Map (CLC). The CLC is part of the Florida Landscape Conservation Cooperative project to develop improved land cover maps from existing data using Florida Land Use Land Cover data (FLUCCS), high resolution aerial photography, and ground truthing. The purpose of the site visit was to document existing conditions of the parcels of interest (through photo documentation and species identification). The habitats on site vary slightly from the habitats identified by the CLC. In this document, the original CLC land types are labeled below with a description of onsite conditions (Figure 8). The CLC recognizes 14 habitats on site. The majority of the habitats recognized are along the edge of the property boundary, with acreages smaller than 0.3 acre. These habitats and their acreages have been included in their adjacent land cover type.

Floodplain Swamp (CLC 2215; 128.94 acres)

The largest natural community on the Property, the Floodplain Swamp is found entirely along the western side of the property. It is a closed canopy of hydrophytic trees such as bald cypress (*Taxodium distichum*), red maple (*Acer rubrum*), and American elm (*Ulmus americana*). In areas where treefall has occurred, which are numerous due to 2024 hurricanes, the shrub strata and understory has flourished. Treefall has allowed sunlight to penetrate the thick forest canopy to allow groundcover species to grow. The mid-story layer consists of shrubs such as cabbage palm (*Sabal palmetto),* hackberry (*Celtis occidentalis*), guava (*Psidium* sp.), saltbush (*Baccharis halimifolia*), pokeberry (*Phytolacca americana*), and ragweed (*Ambrosia* sp.). The understory layer consists of scattered vines and herbaceous consisting of peppervine (*Nekemias arborea*), sedges (), greenbriar (*Smilax* spp.), poison ivy (*Toxicodendron radicans*), woodland false buttonweed (*Spermacoce remota*), Spanish needle (*Bidens alba*), coastal bedstraw (*Galium* sp.), witchgrass (*Dicanthelium* sp.), dayflower (*Rhexia* sp.), and Cupid's shaving brush (*Emilia fosbergii*). West Indian marsh grass (*Hymenchne amplexicaulis*) can be found along the edges of the floodplain swamp, where the pastures have longer hydroperiods. John Charles (*Hyptis verticillata*), Japanese climbing fern (*Lygodium japonicum*), and skunkvine (*Paederia foetida*) are found in the southern portion of this habitat where the water control structure moves water from the onsite ditches to the Peace River. There is a fence that runs along the majority of the swamp, restricting the cattle movement into the swamp.

Floodplain swamps are especially important for downriver ecosystems, due to their ability to function as nutrient sinks. This Floodplain swamp may act as a filter for the water coming off the roadways that eventually drain into the Peace River. It also acts as wildlife refuge for the property, as the remainder of the site is open pastureland.

This habitat description/acreage includes Transportation (1840; 0.08 ac), Mixed Wetland Hardwoods (2233; .31 ac), and Marshes (2120; .002 ac).



Photo 1. Typical Floodplain Swamp with treefall. The herbaceous component is starting to come in due to the canopy opening up.

Improved Pasture (CLC 183313; 238.46 acres)

The Improved Pasture makes up the majority of the eastern half of the Property. There are two distinct variations of the Improved Pasture on this site due to the saturation levels of the soils. In areas with higher elevation, bahiagrass (*Paspalum notatum*) is dominant with scattered live oak (*Quercus virginiana*), dropseed (*Sporobalus* sp.), primrose (*Ludwigia* sp.), poorman's pepper (*Lepidium virginicum*), sedges (*Cyperus* spp.), broomsedge (*Andropogon tenciispatheus*), foxtail (*Setaria* sp.),and Mexican clover (*Richardia* sp.). Caesar's weed (*Urena lobata)* are scattered throughout the drier pasture areas.

The Improved Pasture areas at lower elevations are dominated by hydrophilic species; West Indian marsh grass and sesbania (*Sesbania* sp.) dominate. West Indian marsh grass forms a dense monoculture.

There are scattered Cypress Strands within the Improved Pasture CLC habitat. Bald cypress is the dominant canopy species with scattered cabbage palms and a groundcover consisting of foxtail, dog fennel (*Eupatorium capillifolium*), and Caesar's weed. Ditches run along at least one

side of each of the Cypress Strands, leading south where they eventually drain into the Peace River.

This habitat description/acreage includes Field Crops (183312; 0.02 ac), Wet Prairie (2111; .03 ac), and Cypress (2211; 0.02 ac).



Photo 2. Inundated Improved Pasture. West Indian Marsh Grass, a Category I invasive species (Florida Invasive Species Council, 2025) forms a dense monoculture.



Photo 3. Improved Pasture at higher elevation dominated by pasture grasses, and scattered with live oaks.



Photo 4. Representative Cypress Strand found scattered among the Improved Pasture habitat. A ditch can be seen in the foreground of the photo.

Blackwater Stream (CLC 4120; 10.94 acres)

The Blackwater Stream consists of both the Peace Creek and the Peace River. This waterway runs from the northeast corner of the property to the southwest corner of the property, effectively splitting the site into two. Some areas of the Creek or River have been widened or have been modified by ditching; the spoil comprises the berms along the entrenched waterways. These steeper banks are vegetated with species including, but not limited to: live oak, cabbage palm, and Brazilian peppertree (*Schinus terebinthifolia*). Alligator flag (*Thalia gniculata*) is rooted in the deeper portions of the waterways. Water hyacinth (*Eichhornia azurea*) and water lettuce (*Pistia stratiotes*) flow from upstream the Peace Creek onto the Property. These two invasive species are pervasive throughout the Blackwater Stream.

Along the banks of the Blackwater Stream within the Floodplain Swamp, bald cypress, laurel oak (*Quercus laurifolia*), hackberry, and elderberry (*Sambucus* sp.) are common. Air potato (*Dioscora bulba*) can also be found along these banks as well, growing high into the canopy.

The banks of the stream appear to be man-made. The berms have cut off sheet water flow from the creeks which would naturally flow through the floodplain swamp.

Currently the cattle on site freely roam through the waterways. Cattle create nutrient load and soil disturbance issues.

This habitat description/acreage includes Natural Rivers and Streams (4100; 1.09 ac) due to its similarity with the Blackwater Stream habitat.



Photo 5. Peace Creek on the very northeast corner of the Property. Water hyacinth and cattle disturbance can be seen in the forefront of the photo.



Photo 6. Peace River near the southern Property boundary.

Successional Hardwood Forest (CLC 1410; 5.58 acres)

The areas labeled "Successional Hardwood Forest" are not that successional; they are better be described as mature Oak Hammock. This habitat is found along the northern and northeastern boundaries. Live oak and cabbage palm dominate the canopy stratum with an understory of mixed pasture grasses, ragweed, John Charles, Caesar's weed, and cogongrass (*Imperata cylindrica*).

This habitat type includes the 0.12 acres of Mixed Hardwood-Coniferous.



Photo 7. Live oaks are the dominant canopy with various pasture grasses and invasives found in the understory.

Spoil Area (CLC 1877; 10.09 acres)

The Spoil Areas are found where Saddle Creek and Peace Creek merge as well as along the eastern boundary. Large live oaks with an understory of mixed pasture grasses, and Caesar's weed are typical in these areas.



Photo 7. The Spoil Areas are similar in structure to the area labeled "Successional Hardwood Forest".

Canal (CLC 4210; 2.33 acres)

The CLC identifies the Saddle Creek as a Canal. Species found here are similar to the species found in the Blackwater Stream habitat type.

Rivers and creeks often are the central features of wildlife corridors for large roaming species.

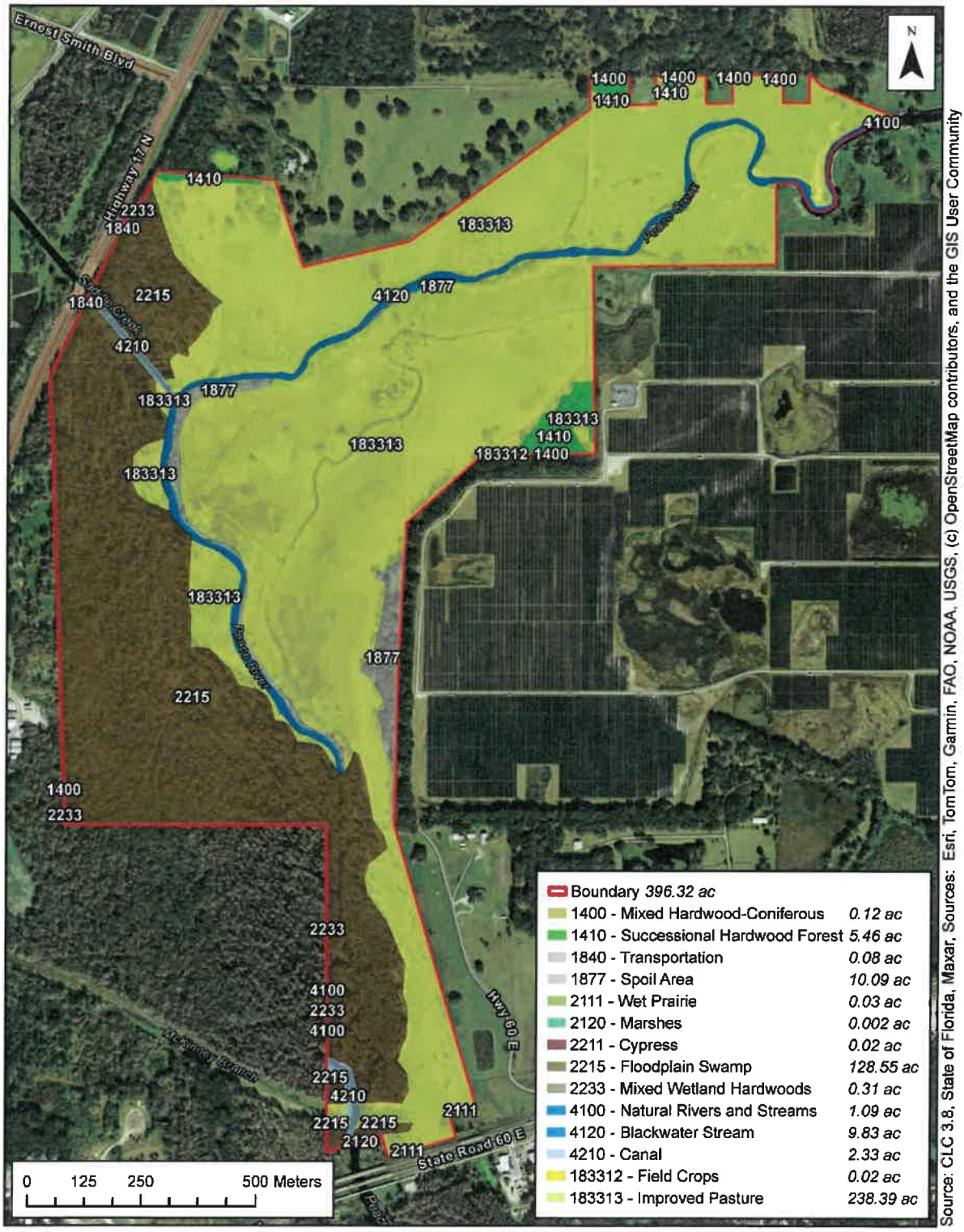


Figure 8. Land cover on the Wilson Ranch.

SOILS

The soils on the Property are described below and separated into Xeric, Mesic, and Hydric soils (Figure 9). No Xeric soil types are found on the Property.

Mesic Soils

7. Pomona Fine Sand (29.39 acres)—These soils are poorly drained in broad areas of flatwoods. This soil has a seasonal high water table within 12 inches of the surface for 1 to 4 months during most years. On the Property, this soil type is found along the edges of the property, associated with the Floodplain Swamp and Improved Pasture habitats.

17. Smyrna and Myakka fine sands (1.74 acres)—These soils are about 41% Smyrna and 39% Myakka. These are poorly drained soils typically associated with flatwoods. Dry for most of the year, these areas can remain very wet during the rainy season. On site, these soils are associated with the pasture areas in the very southern extent

Hydric

24. Nittaw Sandy Clay Loam, frequently flooded (164.98 acres)—These soils are very poorly drained soils that formed in clayey marine sediments. These soils are typically found on flood plains and on site they are in fact associated with the Floodplain Swamp.

37. Placid Fine Sand, frequently flooded (174.29 acres)—These soils are very poorly drained on narrow flood plains. Typically, not associated with pastures due its wetness, on site these soils are associated with the Improved Pasture.

42. Felda Fine Sand (6.15 acres)—These soils are poorly drained and are typically found in sloughs or low hammocks. There is a seasonal highwater table within 12 inches for 2 to 4 months. With proper drainage, this soil type can have agriculture. On the Property, these soil type is associated with the Successional Hardwood Forest.

57. Haplaquents Clayey (9.93 acres)—These soils occur as areas of slime, a by-product of phosphate mining or sand tailings. The slime has been pumped into holding ponds and allowed to dry. Phosphate mining was completed on the property just to the north of this Ranch, so there is a chance that this area is a remnant from the mining. On the Property, this soil type is associated with a wet disturbed area on the southern extent.

80. Chobee Fine Sandy Loam, frequently flooded (7.86 acres)—These soils are very poorly drained on flood plains. The seasonal high water table of this soil type is within 12 inches for more than 6 months. On site, these soils are associated with the pasture on the very southern extent.

Disturbed Soils

68. Arents, 0-5 percent slopes (1.98 acres)—These are highly variable soils that have been re-worked by earth-moving equipment during phosphate mining. Phosphate mining occurred on the property just to the north of Wilson Ranch. These soils are associated with the Successional Hardwood Forests along the northern extent of the Property.

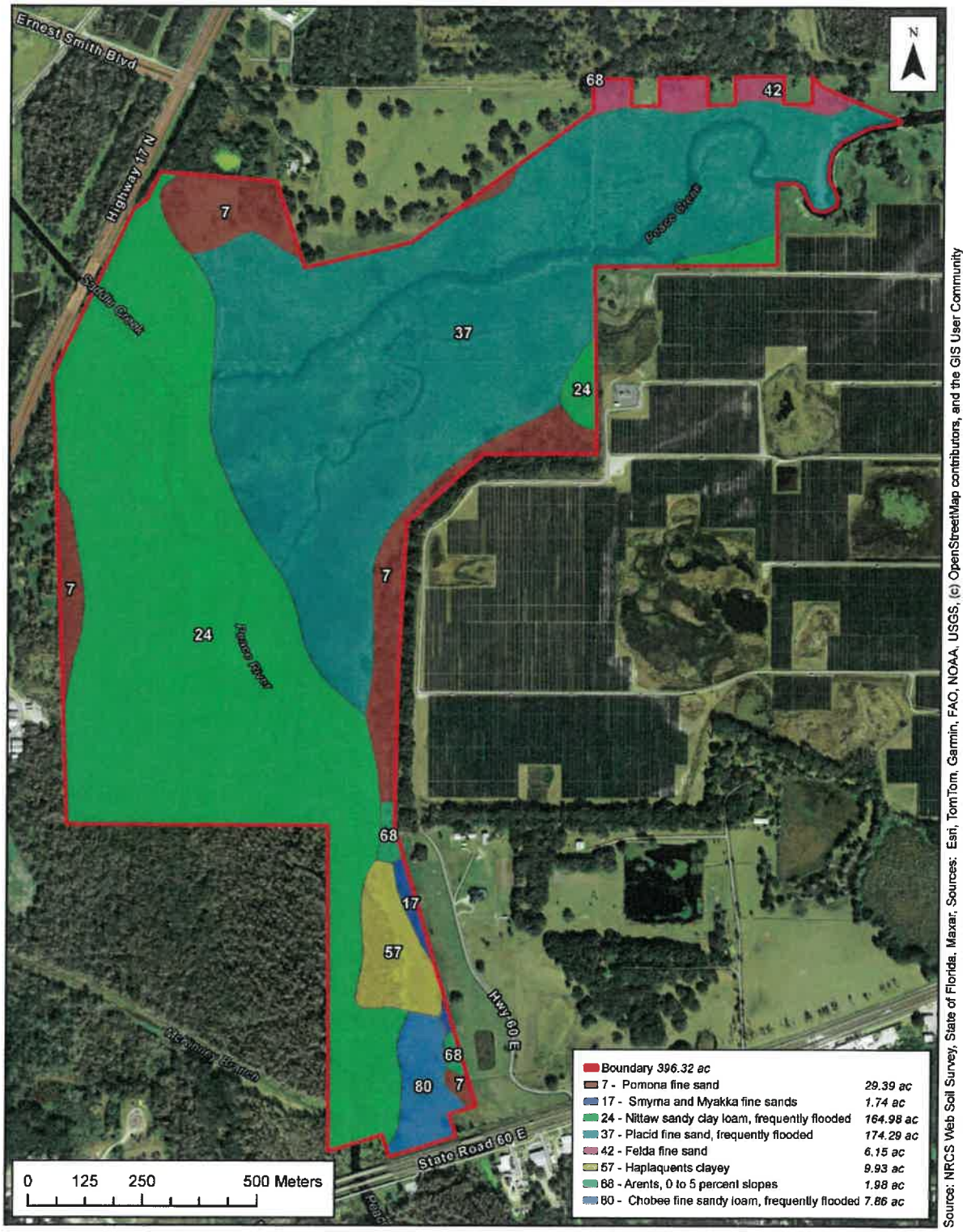


Figure 9. Soils on the Wilson Ranch.

INVASIVE SPECIES

Invasive species are pervasive throughout the property. Invasive species are identified as Category I or Category II by the Florida Invasive Species Council (FISC) depending on the mode of and severity of infestation. A Category I invasive is a plant that is non-native, and alters native plant communities by displacing native plants, alters community structure/function, or hybridizes with native plants. A Category II invasive plant is a non-native plant that has increased in abundance or frequency but has not yet shown the capability to alter native plant communities like Category I species have.

Table 2 shows the invasive species observed on site and their corresponding habitat of infestation.

Table 2. Invasive species observed. Florida Invasive Species Council (FISC), 2025. (NL = Not listed)

Common Name	*Scientific Name*	Habitat on site	FISC Category	Comments
Cogongrass	*Imperata cylindrica*	Hardwood Hammock	I	Also observed on entrance road
West Indian Marshgrass	*Hymenachne amplexicaulis*	Low Pasture	I	
John Charles	*Condea verticillata*	High Pasture	NL	
Skunkvine	*Paederia foetida*	Floodplain Swamp	I	
Caesar's weed	*Urena lobata*	Floodplain Swamp, Improved Pasture, Hardwood Hammock	I	
Chinese tallowtree	*Triadica sebifera*	Floodplain Swamp, Improved Pasture	I	
Japanese climbing fern	*Lycodium japonicum*	Floodplain Swamp	I	
Balsalm apple	*Momordica balsamina*	Floodplain Swamp	I	Also observed on entrance road
Camphortree	*Cinnamomum camphora*	Spoil Area	I	
Water lettuce	*Pistia stratiotes*	Blackwater Stream	I	
Water hyacinth	*Eichhornia crassipes*	Blackwater Stream	I	

SITE HISTORY

The Wilson Ranch has been relatively undeveloped throughout its history, due to the overall wetness of the property. The Saddle Creek Canal was constructed pre-1941 (RES document). Cattle production began soon thereafter and remains the primary land use today.

MAN-MADE FEATURES

There are relatively few structures on the property. There are various culverts and control structures associated with the river and creeks. Six culverts and 1 small bridge provide access over waterways and ditches (RES document). A water flow control structure is located towards the south end of the Property (Photo #8). It is unknown if the control structure automatically turns on when water is at a certain level or if it manually needs to be activated.

From historic aerial imagery a few ditches were installed when the site, presumably in conjunction with the site's development as a cattle operation. The Saddle Creek Canal was installed sometime before 1940. A few meandering drainage ditches throughout the Improved Pasture areas indicate an attempt at draining the pastures for cattle and for site access.



Photo 8. Water control structure found on the southern tip of the Peace River on the property. This structure connects an adjacent ditch to the Peace River.

RESTORATION PLAN

RES and Polk County intend to restore these Property's riparian wetland habitats using a P3 grant. The proposed activities include surface water and wetland habitat restoration and enhancement through streambank stabilization, reconnection of historic floodplain areas, and overall restoration of wetland connectivity.

Berm removal, slope grading, and installation of natural materials and native plants is proposed along the banks of the creeks and river. Invasive species treatment, removal of pasture grasses, planting of native wetland herbaceous species, and hydro period restoration will be completed across approximately 270.75 acres of forested and herbaceous wetland areas.

Annual monitoring of soil inundation levels, invasive species cover, and wetland planting survivability will be conducted until the site has met all success criteria laid out in the restoration plan (Appendix B). RES has established permanent monitoring stations in all areas of interest.

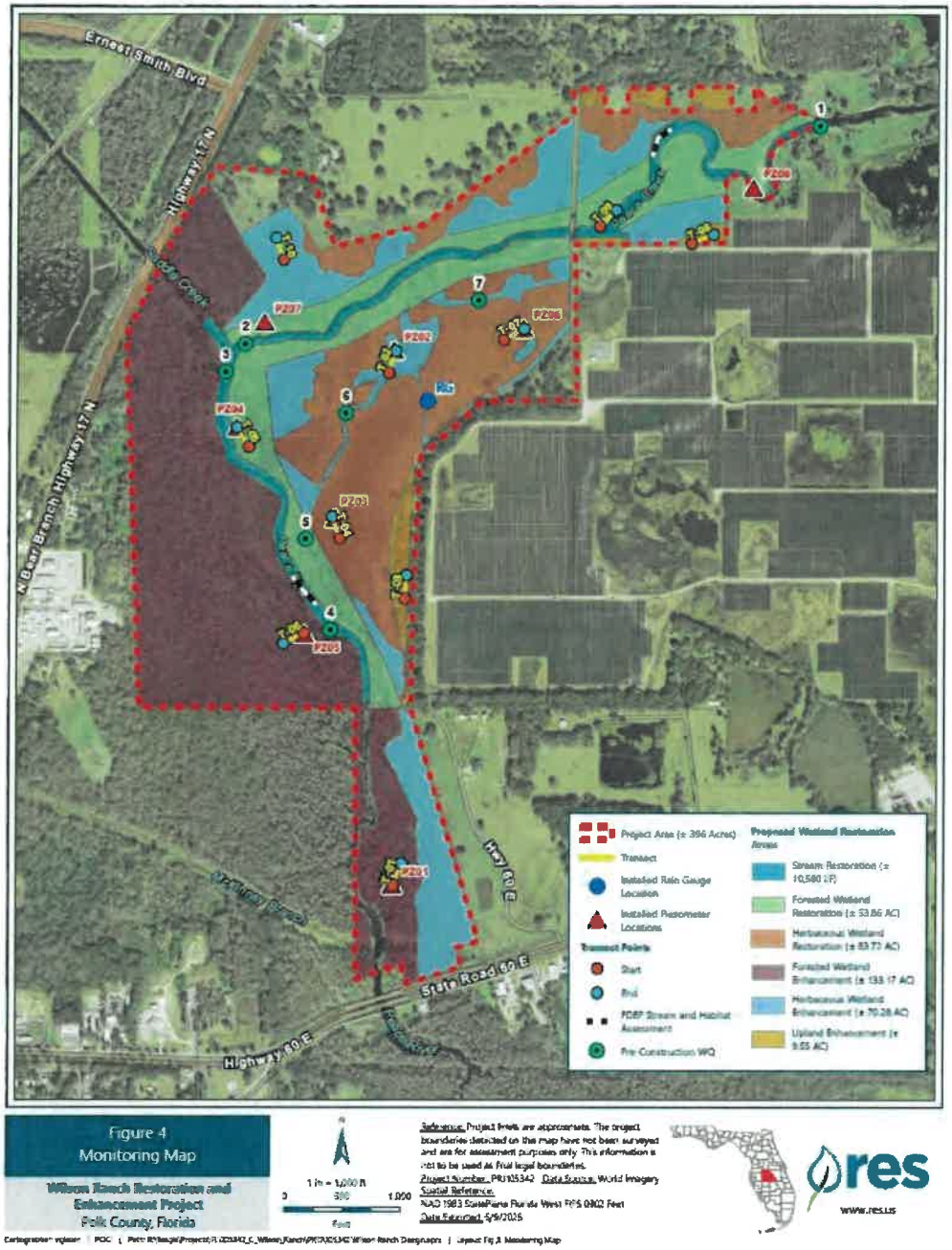


Figure 10. Taken from the RES Restoration, Enhancement, and Monitoring plan. This figure shows the restoration areas.

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Wunderlin, R. P., and B. F. Hansen. 2008. Atlas of Florida Vascular Plants. [S. M. Landry and K. N. Campbell (application development), Florida Center for Community Design and Research.] Tampa: University of South Florida Institute for Systematic Botany.

APPENDIX A

FNAI BIODIVERSITY MATRIX

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

UNOFFICIAL REPORT

Created 10/29/2025

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 4 Matrix Units: 37389 , 37390 , 37744 , 37745



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 37389

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

2 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Mycteria americana Wood Stork	G4	S2	T	FT

Matrix Unit ID: 37390

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT

Matrix Unit ID: 37744

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

2 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Mycteria americana Wood Stork	G4	S2	T	FT

Matrix Unit ID: 37745

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

1 **Likely** Element Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mycteria americana Wood Stork	G4	S2	T	FT

Matrix Unit IDs: 37389 , 37390 , 37744 , 37745

37 **Potential** Elements Common to Any of the 4 Matrix Units

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Antigone canadensis pratensis Florida Sandhill Crane	G5T2	S2	N	ST
Athene cunicularia floridana Florida Burrowing Owl	G4T3	S3	N	ST
Bonamia grandiflora Florida bonamia	G3	S3	T	E
Calamintha ashei Ashe's savory	G3	S3	N	T
Calopogon multiflorus many-flowered grass-pink	G2G3	S2S3	N	T
Carex chapmannii Chapman's sedge	G3	S3	N	T
Centrosema arenicola sand butterfly pea	G2Q	S2	N	E
Chionanthus pygmaeus pygmy fringe tree	G2G3	S2S3	E	E
Clitoria fragrans scrub pigeon-wing	G2G3	S2	T	E
Coleataenia abscissa cutthroatgrass	G3	S3	N	E

Conradina brevifolia short-leaved rosemary	G2Q	S2	E	E
Corynorhinus rafinesquii Rafinesque's Big-eared Bat	G3G4	S1	N	N
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Dryobates borealis Red-cockaded Woodpecker	G3	S2	E, PT	FE
Eriogonum longifolium var. gnaphalifolium scrub buckwheat	G4T3	S3	T	E
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Gymnopogon chapmanianus Chapman's skeletongrass	G3	S3	N	N
Hartwrightia floridana hartwrightia	G2	S2	N	T
Lechea cernua nodding pinweed	G3	S3	N	T
Lithobates capito Gopher Frog	G2G3	S3	N	N
Lupinus aridorum scrub lupine	G3T1	S1	E	E
Mustela frenata peninsulae Florida Long-tailed Weasel	G5T3?	S3?	N	N
Nemastylis floridana celestial lily	G2	S2	N	E
Neofiber alleni Round-tailed Muskrat	G2	S2	N	N
Nolina brittoniana Britton's beargrass	G3	S3	E	E
Paronychia chartacea var. chartacea paper-like nailwort	G3T3	S3	T	E
Peucaea aestivalis Bachman's Sparrow	G3	S3	N	N
Plestiodon egregius lividus Blue-tailed Mole Skink	G5T2	S2	T	FT
Podomys floridanus Florida Mouse	G3	S3	N	N
Polygala lewtonii Lewton's polygala	G2	S2	E	E
Polygonella basiramia Florida jointweed	G3	S3	E	E
Pteroglossaspis ecristata giant orchid	G2G3	S2	N	T
Rostrhamus sociabilis Snail Kite	G4G5	S2	E	FE
Sceloporus woodi Florida Scrub Lizard	G2G3	S2S3	N	N
Sciurus niger niger Southeastern Fox Squirrel	G5T5	S3	N	N
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N
Warea carteri Carter's warea	G1	S1	E	E

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report
These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.

APPENDIX B

RES RESTORATION, ENHANCEMENT, AND MONITORING PLAN FOR THE WILSON RANCH PROPERTY





Restoration /Enhancement & Monitoring Plan

Wilson Ranch Restoration and Enhancement Site

US Highway 17 N

Bartow, Polk County, Florida

PRJ 105342 | August 1, 2025

Mark Clark
Ecology Division Manager
maclark@res.us | 954.484.8500

August 1, 2025

Mr. Bob Dasta, P.E., Professional Engineer
Southwest Florida Water Management District
Environmental Resource Permit Bureau, Regulatory Division
7601 Highway 301 North,
Tampa, FL 33637

Subject: **Restoration/ Enhancement and Monitoring Plan**
Wilson Ranch Restoration and Enhancement Site
US Highway 17 N
Bartow, Polk County, Florida
RES Project Number: PRJ105342

Dear Mr. Dasta:

RES Florida Consulting, LLC (RES) is pleased to submit this Restoration/Enhancement and Monitoring Plan for the Wilson Ranch Environmental Permit Application Package. This plan presents the methods for the on-site restoration, enhancement and monitoring for the restoration wetlands at Wilson Ranch located at the above-referenced address.

Please do not hesitate to contact us with any questions or if you require additional information. You can reach us at the contact information provided below.

Sincerely,
RES Florida Consulting, LLC

Emily Powell

Emily Powell
Scientist III
epowell@res.us | 954-484-8500

Mark Clark
Ecology Division Manager
maclark@res.us | 954-484-8500

1.0 Introduction 1

2.0 Restoration and Enhancment Methods 1

3.0 Monitoring Methods 1

4.0 Summary 3

FIGURES

Figure 1 – Location Map

Figure 2 – Concept Map

Figure 3 – Temporary Work in Wetlands and Surface Waters

Figure 4 – Monitoring Map

Appendices

Appendix A – UMAM Sheets

1.0 Introduction

Wilson Ranch (the Site) is located at US Highway 17 N, Bartow, Polk County, Florida (Parcel ID Numbers: 252933000000034030, 252933000000031030); Latitude: N 27° 55' 04", Longitude: W 81° 49' 07" (**Figure 1**). Currently at the Site, an existing man-made berm is present along the south bank of Peace Creek, the east bank of Saddle Creek and the east bank of Peace River. The berm has been in place for decades as a part of the agricultural activity at the Site and severed overbank flow to the floodplain from this section of Peace Creek and Peace River, resulting in degradation of the riparian and wetland habitats at the Site.

Proposed activities include surface water and wetland habitat restoration and enhancement of lands where Peace Creek and Saddle Creek converge to form the headwaters of the Peace River. The existing site conditions and proposed site plan are provided in application package, **Attachment 3**. The proposed restoration and enhancements will be achieved through streambank stabilization, reconnection of the floodplain, and restoration of natural stream and wetland connectivity along the project corridor. The design incorporates sloped grading, berm removal, installation of natural materials and native vegetation to stabilize eroding banks and restore functionality of the existing streams and degraded wetlands onsite. Additionally, the project will restore onsite wetland functions and wildlife habitat lost over time as a result agricultural activities (clearing, ditching, and draining) over many decades. The Site is currently used to ranch cattle which is contributing to stream erosion.

2.0 Restoration & Enhancement Methods

Approximately 53.86 acres of forested wetland will be restored along the restored stream corridor through removal of existing upland vegetation (growing on top of the man made berm), removal of nuisance and exotic species, and planting of native wetland vegetation. Approximately 83.72 acres of herbaceous wetland will be restored through removal of existing non-native upland pasture grasses, hydroperiod restoration, and installation of native herbaceous wetland vegetation. An additional 70.28 acres of low quality, existing herbaceous wetland will be enhanced by removal of existing interior cattle fencing, filling existing drainage ditches, maintenance of nuisance/and exotic species, and installing a vegetation management/ burn rotation. Additionally, the approximately 133.17 acres of existing forested wetlands, primarily along the west bank of the Peace River, will be enhanced by removal of nuisance and exotic species (**Figure 2**).

The wetland restoration and enhancement activities proposed are anticipated to generate temporary wetland impacts while those restoration activities are ongoing (1,316.64 LF / 0.49 acres of temporary work in surface waters is proposed, along with 90.20 acres of temporary work in wetlands). However, the wetlands resulting from the restoration and enhancement efforts are anticipated to be of greater quantity and quality than the existing wetlands (see **Figure 3** for a summary of total temporary work in wetlands and surface waters, and **Appendix A** for the existing condition and post-restoration UMAM worksheets). As this is an enhancement and restoration project, no compensatory mitigation is being proposed.

3.0 Monitoring Methods

3.1 Overview

Monitoring is proposed biannually for the first three years, and will transition to annual monitoring for years four and five if warranted. During the monitoring period, progress of the five assessment areas being restored and enhanced will be documented. Documentation will include hydrologic, qualitative, quantitative and incidental observations of wildlife. Annual reports will be submitted to SWFWMD.

3.2 Hydrologic Monitoring

Hydrologic monitoring will be conducted using automated water level recorders (piezometers) within monitoring wells and on-site rain-gauge. Water level data will be collected on an hourly basis throughout the year via dataloggers, and onsite precipitation recorded on a daily basis (**Figure 4**). Data collected by the dataloggers will be downloaded semiannually or more frequently as necessary. Monitoring well and piezometer equipment will be maintained throughout the year and replaced as needed. Monitoring well data will be reported until the long-term management phase. This data will be reported in graphical format referenced to the ground surface, and will include precipitation from the rain gauge data. Data will be included for each well separately and then summarized by assessment area. This accumulated data will yield a total quantity

of days inundated/saturated near the ground surface, as well as the Seasonal High Water Line (SHWL) for each well location on an annual basis. This will be compared with recorded annual rainfall year-to-year to determine whether the on-site hydroperiod is being significantly altered (either increased or decreased) relative to known precipitation, this information will be used to compared to see if the system is a short term or long term hydroperiod wetland.

3.3 Qualitative Monitoring

To ensure the stability and success of ecosystems in the five assessment areas, vegetative cover will be visually assessed during each monitoring event. Incidental observations of wildlife will be based upon direct sightings or signs of wildlife including overflights, scat, tracks, burrows, for example. Such observations will include signs of wildlife accumulated during each on-site monitoring event. A master list of species observed during each monitoring event will be documented.

3.4 Quantitative Monitoring

Vegetative cover throughout each assessment area will be monitored along 4,000 ft^2 belt transects measuring 200 ft by 20 ft. There are five (5) assessment areas with two (2) transects located in each, resulting in ten (10) transects total (**Figure 4**). Transect termini were marked using stainless-steel T-bar spray-painted orange (start) and blue (end). Each transect contains a permanently established photographic documentation station at one of the transect termini where photos will be taken in four cardinal directions and compiled into a photographic log. Groundcover, shrubs, and saplings will be monitored using nested sub-sample plots located within each 4,000 ft^2 transect. Sub-sample plots will occur every 50 ft. on alternating sides of each transect centerline with the first plot starting at zero feet on the right. Groundcover vegetation will be sampled within a 4 ft. by 4 ft (16 ft^2) sample plot to estimate the percent areal cover of each species in the quadrat and the percent areal cover of unvegetated space (bare ground, litter, or open water). The last plot will be located along the final length of each transect at 196 to 200 ft. Percent areal cover of shrubs will be estimated within a 10 ft. by 10 ft. (100 ft^2) sample plot. The last plot will be located along the final length of each transect at 190 to 200 feet. Trees within 10 ft. of the transect centerline will be counted and identified to species throughout the entire belt transect and diameter at breast height (DBH) recorded for each individual.

Table 1: Transect Coordinates

Transect #	START		END	
	Lat	Long	Lat	Long
T-01	27° 54' 18.18724" N	81° 49' 2.32157" W	27° 54' 20.01914" N	81° 49' 1.53681" W
T-02	27° 55' 2.05804" N	81° 49' 2.81443" W	27° 55' 3.94197" N	81° 49' 2.1656" W
T-03	27° 54' 42.73462" N	81° 49' 1.26103" W	27° 54' 44.70946" N	81° 49' 1.11615" W
T-04	27° 54' 47.88469" N	81° 49' 7.49728" W	27° 54' 49.73272" N	81° 49' 8.23653" W
T-05	27° 54' 55.74614" N	81° 49' 16.35132" W	27° 54' 57.40485" N	81° 49' 17.52508" W
T-06	27° 54' 39.74987" N	81° 49' 10.99297" W	27° 54' 38.8781" N	81° 49' 13.00257" W
T-07	27° 55' 4.88505" N	81° 48' 51.72813" W	27° 55' 5.82319" N	81° 48' 49.77579" W
T-08	27° 55' 13.10887" N	81° 48' 33.57703" W	27° 55' 13.88614" N	81° 48' 31.52929" W
T-09	27° 55' 14.59108" N	81° 48' 42.47189" W	27° 55' 15.97248" N	81° 48' 40.88332" W
T-10	27° 55' 11.76081" N	81° 49' 13.03385" W	27° 55' 13.63983" N	81° 49' 13.7541" W

3.5 Maintenance

As part of the comprehensive invasive species management strategy, a fire regime and chemical treatments will be the focus of effort in controlling the nuisance and exotic species. The timing of the chemical treatments and prescribed fires will be carefully managed to increase effectiveness of the chemical treatments. Targeted chemical treatments will be employed to control the different invasive and exotic species on site. These treatments methods are designed to reduce invasive plant cover, prevent further spread, and support the restoration of native plant communities while ensuring minimal disturbance to surrounding habitats. Methods and species lists will be updated as new nuisance or exotic species are observed onsite.

All herbicide applications will be conducted in accordance with label requirements and in compliance with state and federal pesticide regulations. Treatments utilize dye markers for application tracking and surfactants when needed to improve herbicide efficacy, with calibrated backpack and boom sprayers ensuring precise delivery to target species while reducing impacts on native vegetation.

Personal protective equipment (PPE) is used consistently during all treatment operations to maintain applicator safety. Follow-up monitoring is integrated into the management plan to adaptively manage treatment sites and ensure effective long-term suppression of these invasive species.

3.6 Outcomes for Successful Completion of the Wetland Restoration and Enhancement

After a three-year monitoring period, it is anticipated that under average annual hydrologic conditions (as estimated by pre-Project analysis via collected data), wetland restoration and enhancement activities will result in the following:

1. Total percent-coverage by desirable vegetation will be equal or greater than 85% in wetland assessment areas
2. Hydrologic Conditions:
    a. Wetland areas (except for restored floodplain) shall be saturated or inundated 60 days or more per year with water table within 6 inches of the restored ground surface, with SHWL of no lower than 6 inches above the restored ground surface elevation.
    b. Areas identified as restored floodplain shall be saturated or inundated 120 days or more per year with a SHWL no lower than 12 inches above the restored ground surface elevation.
3. The Florida Invasive Species Council (FISC) exotic vegetation shall not exceed 5% overall coverage in any assessment areas (including restoration areas and upland enhancement areas). The exotic/nuisance/invasive species identification and eradication targets within enhancements areas only by monitoring commencement day (MCD) are provided below:
    a. At MCD + 1 year: <30% Florida Invasive Species Council (FISC) species cumulative; 20% nuisance species cumulatively
    b. At MCD + 2 years: <20% FISC; 20% nuisance
    c. At MCD + 3 year: <10% (except floodplain areas, which may be <15% if >5% of it includes floating aquatic vegetation ("FAV"); 20% nuisance
    d. At MCD + 4 years through conclusion of Monitoring Period: <5% (<10% of floodplain areas with FAV); <10% nuisance.

4.0 Summary

Future management strategies in the assessment areas will include efforts to reduce the presence and spread of exotic and nuisance species while encouraging the recruitment of desirable groundcover and native plant and trees species along with growth of native wetland species and trees planted. Continuous monitoring of hydrologic conditions and fauna will be carried out to track the ongoing progress toward habitat restoration.

Figures /

Figure 1: Location Map

Figure 2: Concept Map

Figure 3: Temporary Work In Wetlands and Surface Waters

Figure 4: Monitoring Map

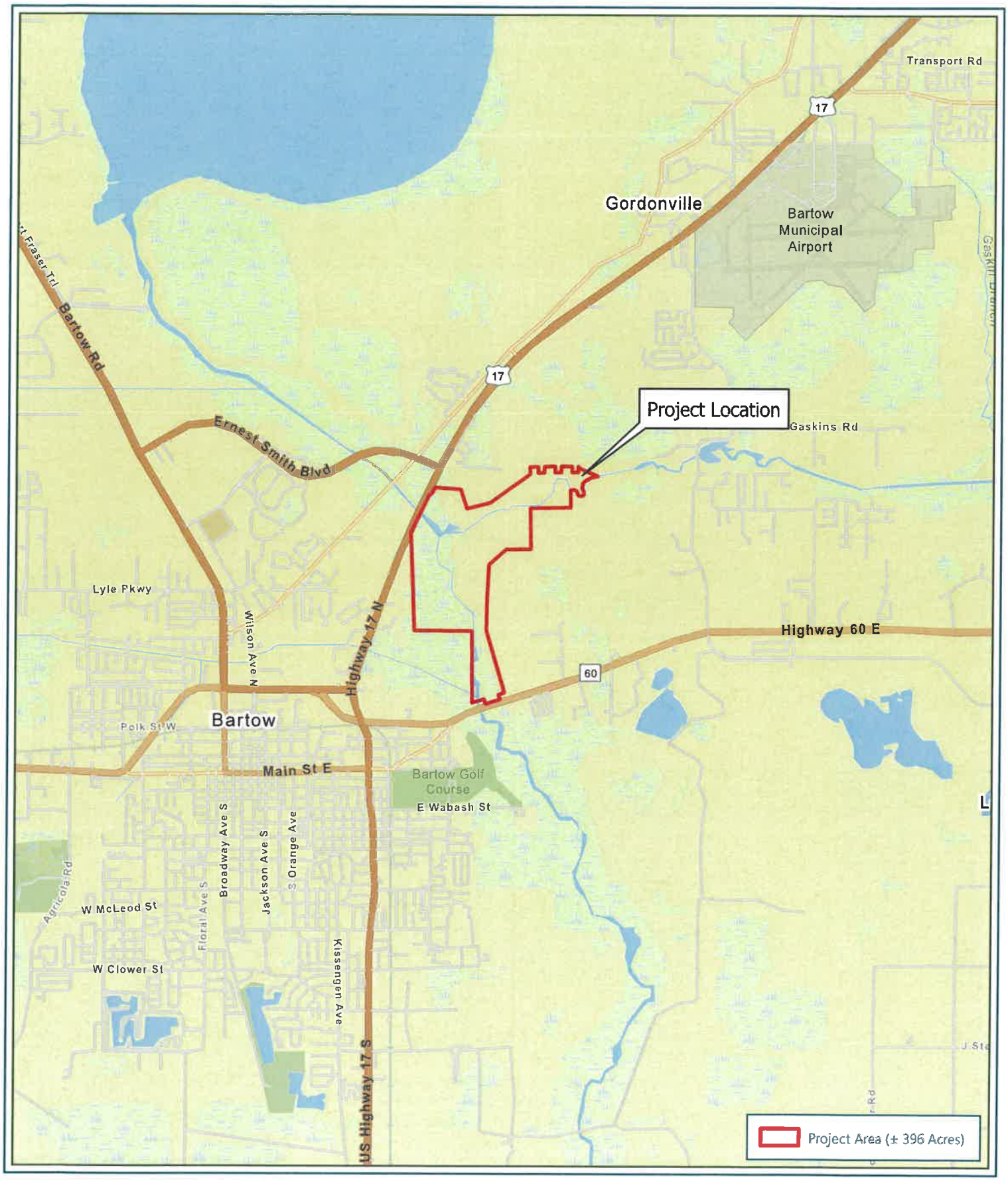


Figure 1
Location Map

Wilson Ranch Restoration and Enhancement Project
Polk County, Florida

N

1 in = 4,000 ft
0 2,000 4,000
Feet

Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.
Project Number: PRJ105342 Data Source: StreetMap
Spatial Reference:
NAD 1983 StatePlane Florida West FIPS 0902 Feet
Date Exported: 8/11/2025

res
www.res.us

Cartographer: lgebow | POC: | Path: R:\Resgis\Projects\FL\105342_C_Wilson_Ranch\PRO\105342 Wilson Ranch Design.aprx | Layout: Fig 1. Location Map

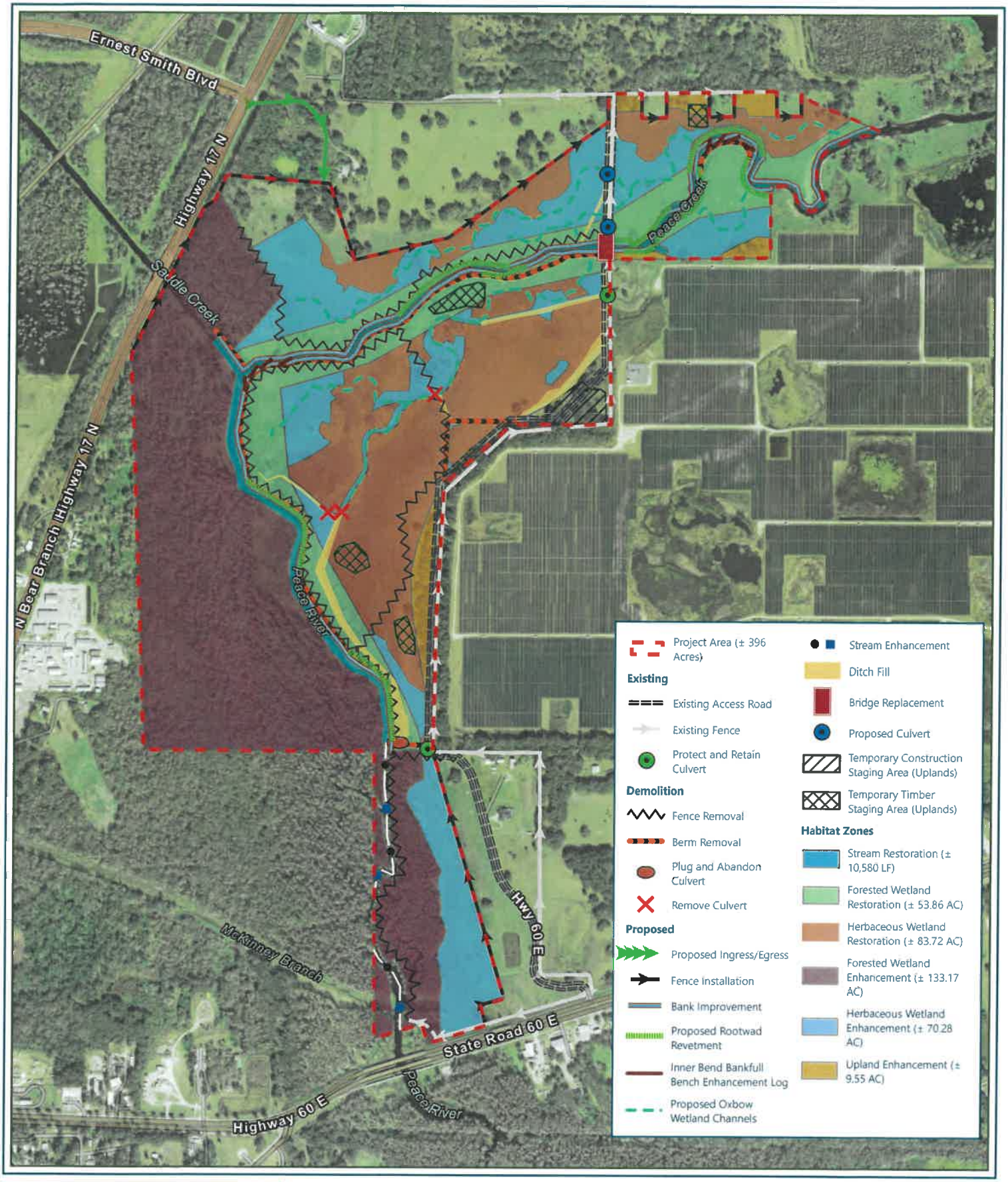


Figure 2
Concept Map

Wilson Ranch Restoration and Enhancement Project
Polk County, Florida

N

1 in = 1,000 ft
0 500 1,000
Feet

Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.
Project Number: PRJ105342 Data Source: World Imagery
Spatial Reference: NAD 1983 StatePlane Florida West FIPS 0902 Feet
Date Exported: 6/9/2025

res
www.res.us

Cartographer: vglazer | POC: | Path: R:\Resgis\Projects\FL\105342_C_Wilson_Ranch\PRO\105342 Wilson Ranch Design.aprx | Layout: Fig 2. Concept Map

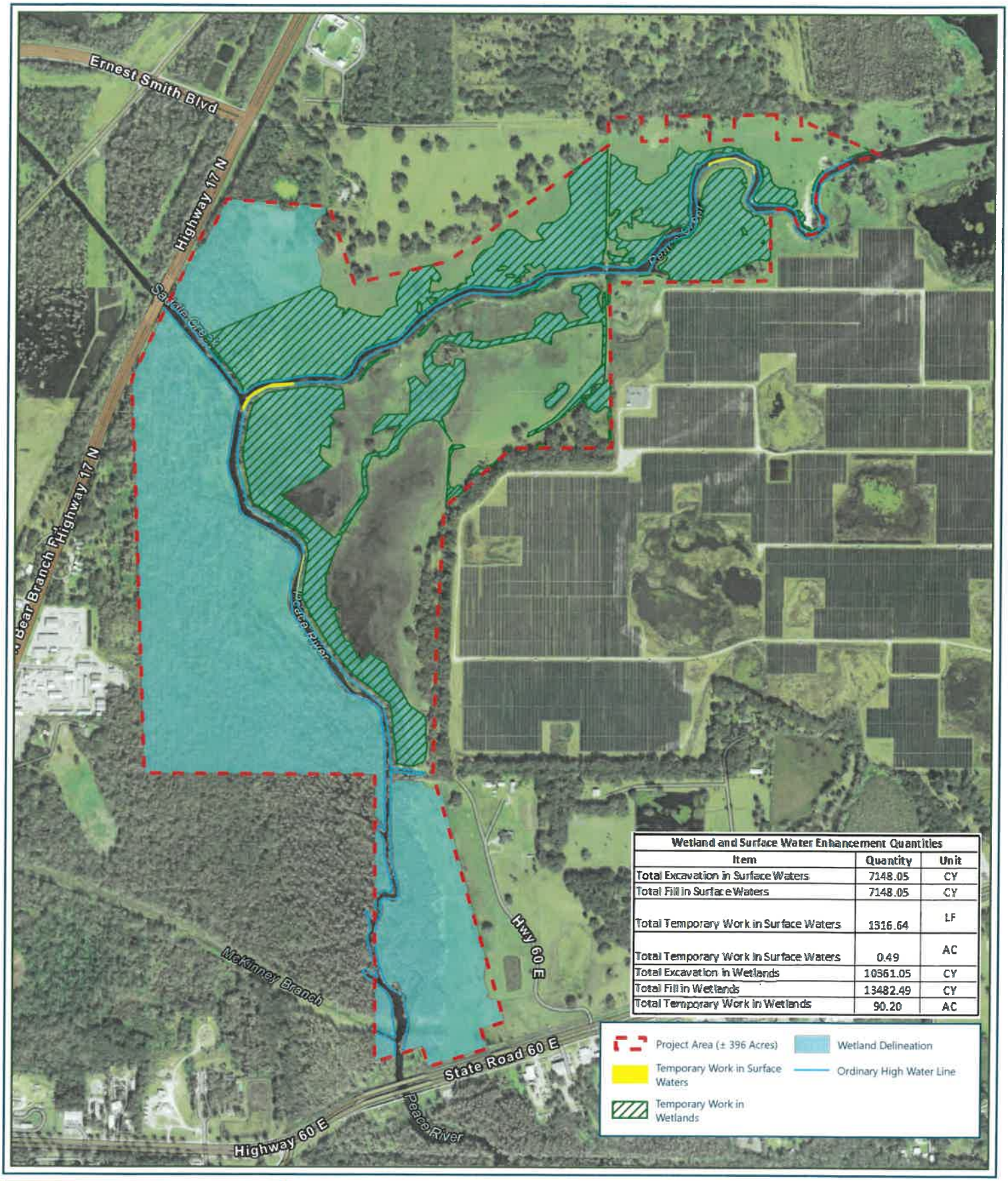


Figure 3
Temporary Work in Wetlands and Surface Waters

Wilson Ranch Restoration and Enhancement Project
Polk County, Florida

N

1 in = 1,000 ft
0 500 1,000
Feet

Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.
Project Number: PRJ105342 Data Source: World Imagery
Spatial Reference:
NAD 1983 StatePlane Florida West FIPS 0902 Feet
Date Exported: 7/3/2025

www.res.us

Cartographer: vglazer | POC: | Path: R:\Resgis\Projects\FL\105342_C_Wilson_Ranch\PRO\105342 Wilson Ranch Design.aprx | Layout: Temporary Work in Wetlands and Surface Waters

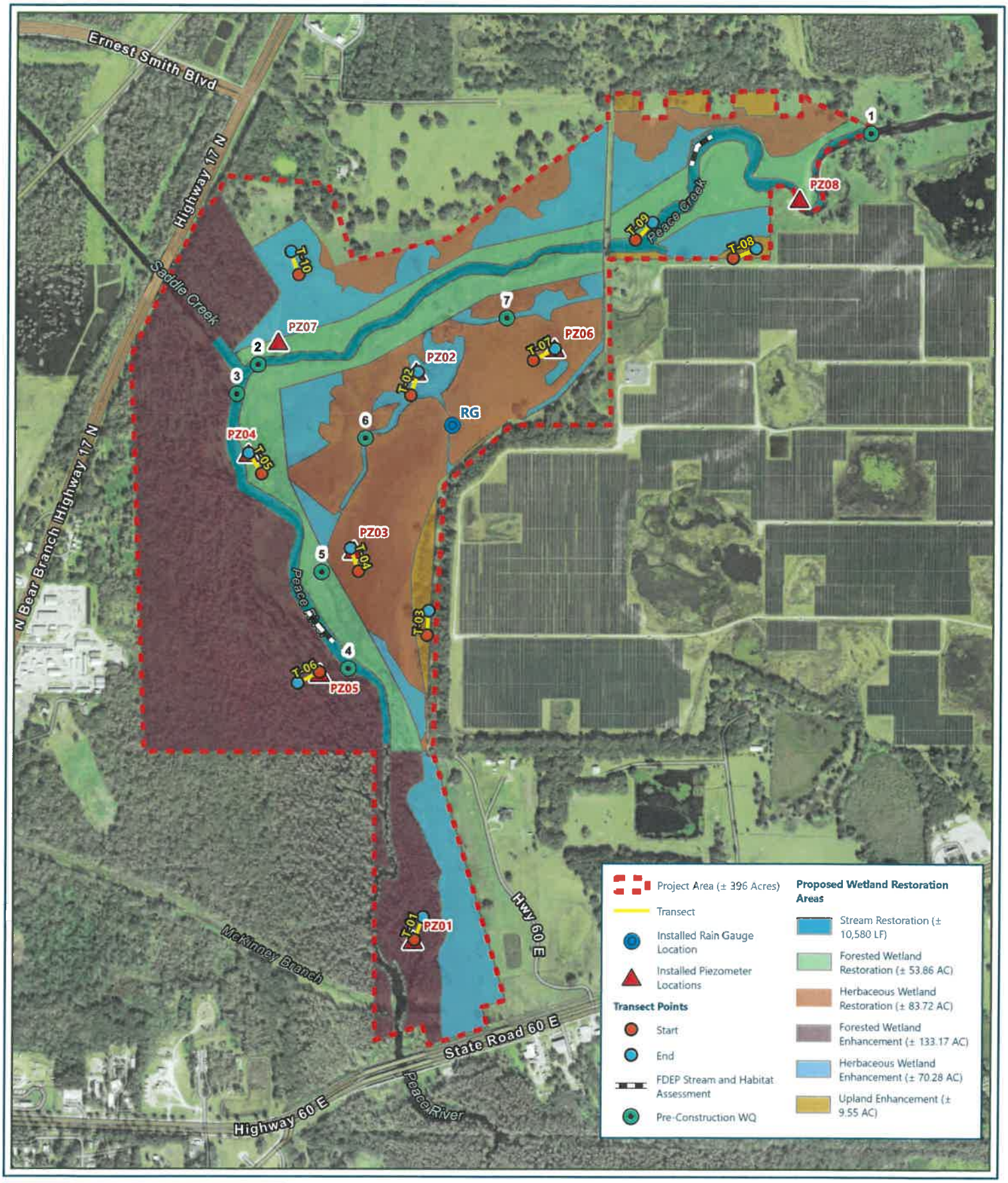


Figure 4
Monitoring Map

Wilson Ranch Restoration and Enhancement Project
Polk County, Florida

N

1 in = 1,000 ft
0 500 1,000
Feet

Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.
Project Number: PRJ105342 Data Source: World Imagery
Spatial Reference:
NAD 1983 StatePlane Florida West FIPS 0902 Feet
Date Exported: 6/9/2025

res
www.res.us

Cartographer: vglazer | POC: | Path: R:\Resgis\Projects\FL\105342_C_Wilson_Ranch\PRO\105342 Wilson Ranch Design.aprx | Layout: Fig 3. Monitoring Map

Appendix A/
UMAM Sheets

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Wilson Ranch Property	**TBD**	**Herbaceous Wetland Restoration**

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
211 to 643		**Restoration**	**83.72 Acres**

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
Peace River / 10	**III**	**N/A**

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

Assessment Area consists of upland cropland and pastureland. AA was historically herbaceous wetlands prior to being converted for agriculture, and is being restored to herbaceous wetlands.

Assessment area description

Based on FLUCCS 2025 data, area is currently 2100: Cropland and Pastureland. Vegetation is dominated by bermudagrass (*Cynodon dactylon*), ragweed (*Ambrosia artemisiifolia*) with scattered caesarweed, coastal bristlegrass (*Setaria corrugata*), common wireweed (*Sida ulmifolia*), partridge pea (Chamaecrista fasciculata), bahiagrass, Mexican prickly poppy (Argemone mexicana), scarlet milkweed (*Asclepias curassavica*), Pennsylvania blackberry (*Rubus pensilvanicus*), beggarticks (*Bidens alba*), and cogongrass (*Imperata cylindrica*).

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape)
Assessment Area is adjacent to the Peace River and Peace Creek	**AA is not unique**

Functions **Currently: Cropland and Pastureland.**	Mitigation for previous permit/other historic use
After restoration: Recreate water connectivity and improve water quality; water conveyance; foraging and nesting habitat for wildlife.	**N/A**

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
Florida sandhill crane, gopher tortoise, opossum, raccoon, Eastern gray squirrel, fox squirrel, Florida black bear, nine-banded armadillo, white-tailed deer	**AA is located in the USFWS's Consultation Areas for the Florida bonneted bat (E), Tricolored bat (E), Audubon's crested caracara (T), Florida scrub-jay (T), Everglade snail kite (E), blue-tailed mole skink (T), and Florida sand skink (T). AA is located within a FWS wood stork Core Foraging Area.**

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

General wildlife observations included nine-banded armadillo, marsh rabbit, opossum, black vulture, red-tailed hawk, great egret, bald eagle, roseate spoonbill, sandhill crane, tricolor heron, wood stork, and various birds in the Order Passerine. Full list of observed species can be found on pages 33-36 of Environmental Summary Report.

Additional relevant factors:

Assessment Area currently uplands used as a pasture for livestock. Hydrology is affected by historic ditching and berms, AA was historically wetlands. Proposed restoration includes: removal of non-native pasture grasses, restoration of the hydro-period through earthwork and grading, and planting of native herbaceous wetland vegetation.

Assessment conducted by:	Assessment date(s):
David Hart, Emily Powell	**8/17/2022, data also used from site visits in 2023**

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Wilson Ranch Property	**N/A**	**Herbaceous Wetland Restoration**
Impact or Mitigation	Assessment conducted by:	Assessment date:
Restoration	**David Hart, Emily Powell**	**8/17/2022**

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

		w/o pres or current	with
.500(6)(a) Location and Landscape Support	**Habitat adjacent to AA: Nuisance/ exotic vegetation species occur throughout portions of the areas adjacent to AA. Wildlife access to the Assessment Area is limited by fencing. Downstream benefits affected by berm between Assessment Area and the Peace River. Proposed restoration: Removal of upland berm and removal of livestock fencing will allow for better wildlife access and restore wetland habitat function, along with removing and maintaining nuisance/ exotic species.**	**2**	**8**
.500(6)(b) Water Environment (n/a for uplands)	**Assessment Area has experienced altered hydrology through ditching for cropland, resulting in altered water levels, creating upland pastureland. Proposed restoration: remove upland berm to return hydro-period and restore historic hydrology to AA.**	**N/A**	**8**
.500(6)(c) Community structure 1. **Vegetation** and/or 2. Benthic Community	**Vegetation community structure of Assessment Area is an assemblage of both appropriate and inappropriate species with both native and nuisance/exotics occurring throughout. Historic land management practices (ditching, fire suppression) resulted in altered community structure with an abundance of invasive, exotic and facultative species. Proposed restoration: removal of non-native and upland pasture grasses, and planting of native herbaceous wetland vegetation.**	**2**	**8**

Score = sum of above scores/30 (if uplands, divide by 20)	current or w/o pres	with
	0.20	**0.8**

Delta = [with-current]
+0.60

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

If mitigation
Time lag (t-factor) = **1.14**
Risk factor = **1.50**

For impact assessment areas
FL = delta x acres =

For mitigation assessment areas
RFG = delta/(t-factor x risk) = **0.60/(1.14x 1.5) = 0.35 x 83.72 acres= 29.3**

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Wilson Ranch Property	**N/A**	**Herbaceous Wetland Enhancement**

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
643		**Enhancement**	**70.28 Acres**

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
Peace River / 10	**III**	**N/A**

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

Assessment Area consists of a wet prairie community that is adjacent to an improved pasture community and forested wetlands that border the Peace River.

Assessment area description

Vegetation primarily consists of smartweed (*Persicaria spp.*), ragweed, juncus (*Juncus spp.*), bermuda grass (*Cynodon dactylon*), alligator weed (*Alternanthera philoxeroides*), with stands of fireflag (*Thalia geniculata*) and duck potato (*Sagittaria latifolia*). Additional species observed include West Indian marsh grass (*Hymenachne amplexicaulis*), paragrass (*Urochloa mutica*), caesarweed (*Urena lobata*), and dogfennel (*Eupatorium cappillifolium*).

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape)
AA is hydrologically connected to Peace Creek and Peace River	**AA is not unique**

Functions	Mitigation for previous permit/other historic use
Water quality; Water conveyance; Foraging and nesting habitat for wildlife	**N/A**

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
Florida sandhill crane, gopher tortoise, opossum, raccoon, Eastern gray squirrel, fox squirrel, Florida black bear, nine-banded armadillo, white-tailed deer	**AA is located in the USFWS's Consultation Areas for the Florida bonneted bat (E), Tricolored bat (E), Audubon's crested caracara (T), Florida scrub-jay (T), Everglade snail kite (E), blue-tailed mole skink (T), and Florida sand skink (T). AA is located within a FWS wood stork Core Foraging Area.**

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

General wildlife observations included nine-banded armadillo, marsh rabbit, opossum, black vulture, red-tailed hawk, great egret, bald eagle, roseate spoonbill, sandhill crane, tricolor heron, wood stork, and various birds in the Order Passerine. Full list of observed species can be found on pages 33-36 of Environmental Summary Report.

Additional relevant factors:

Assessment Area abuts uplands historically used as a pasture for livestock. Hydrology is affected by historic ditching. Proposed enhancement includes: removal of cattle fencing, backfilling and plugging existing drainage ditches, removal and maintenance of nuisance and exotic species, and installing a vegetation management/ burn rotation.

Assessment conducted by:	Assessment date(s): **8/17/2022, data also used from site visits in 2023**
David Hart, Emily Powell	

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Wilson Ranch Property	**TBD**	**Herbaceous Wetland Enhancement**
Impact or Mitigation	Assessment conducted by:	Assessment date:
Enhancement	**David Hart, Emily Powell**	**8/17/2022**

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: **4**	with: **8**	**Habitat outside of Assessment Area includes forested wetlands abutting Peace Creek and Pastureland that supports cattle grazing. Invasive grasses and nuisance species occur throughout portions of the areas adjacent to AA. Wildlife access to the AA is limited by fencing. Adjacent land uses outside of AA (cattle grazing) only result in minimal impacts to wildlife. Downstream benefits affected by berm between AA and the Peace River. Restoration and enhancement will improve adjacent wildlife access and habitat quality.**
.500(6)(b) Water Environment (n/a for uplands)	w/o pres or current: **4**	with: **8**	**Assessment Area has experienced altered hydrology through ditching for adjacent land uses (ranch land) resulting in altered water levels. Historic ditching resulted in water level indicators not meeting expectations. Adjacent hydrologic restoration of the site through the reconnection of the creek/river flows to historic floodplain will provide a reversion of land to historic hydrologic conditions and would improve the water environment.**
.500(6)(c) Community structure 1. **Vegetation** and/or 2. Benthic Community	w/o pres or current: **4**	with: **8**	**Vegetation community structure of Assessment Area is an assemblage of both appropriate and inappropriate species with both native and nuisance/exotics occurring throughout. Historic land management practices (ditching, fire suppression) resulted in altered community structure with an abundance of opportunistic and facultative species. Proposed enhancement: removal and maintenance of nuisance and exotic species, planting native wetland vegetation and installing a vegetation management/ burn rotation.**

Score = sum of above scores/30 (if uplands, divide by 20)		
current or w/o pres: **0.4**	with: **0.8**	

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres =

Delta = [with-current]
+0.4

If mitigation
Time lag (t-factor) = **1.07**
Risk factor = **1**

For mitigation assessment areas
RFG = delta/(t-factor x risk) = **0.4/(1.07 x 1) = 0.374 x 70.28 acres = 26.28**

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Wilson Ranch Property	**TBD**	**Forested Wetland Restoration**

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
211, 643, 743 and 615 to 615		**Restoration**	**53.86 Acres**

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
Peace River / 10	**III**	**N/A**

Geographic relationship to and hyrdrologic connection with wetlands, other surface, uplands

Assessment area is directly adjacent to Peace Creek and Peace River. AA is currently a mix of wet prairie, forested wetlands, pastureland and upland berm. Restoration proposes AA to be restored to forested wetlands with historic hydro-period and connectivity.

Assessment area description

Vegetation within the AA primarily consists of bald cypress, American elm, red maple, Chinese tallow, fire flag, duck potato, smartweed, bermudagrass, alligatorweed, dog fennel, cogongrass, common wireweed, and ragweed. After restoration AA will consist of forested wetlands without nuisance/ exotic species with native vegetation.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape)
Assessment Area is adjacent to the Peace River and Peace Creek	**AA is not unique**

Functions	Mitigation for previous permit/other historic use
Water quality; Water conveyance; Foraging and nesting habitat for wildlife	**N/A**

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
Florida sandhill crane, gopher tortoise, opossum, raccoon, Eastern gray squirrel, fox squirrel, Florida black bear, nine-banded armadillo, white-tailed deer.	**AA is located in the USFWS's Consultation Areas for the Florida bonneted bat (E), Tricolored bat (E), Audubon's crested caracara (T), Florida scrub-jay (T), Everglade snail kite (E), blue-tailed mole skink (T) and Florida sand skink (T). AA is located within a FWS wood stork Core Foraging Area.**

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

General wildlife observations included nine-banded armadillo, marsh rabbit, opossum, black vulture, red-tailed hawk, great egret, bald eagle, roseate spoonbill, sandhill crane, tricolor heron, wood stork, and various birds in the Order Passerine. Full list of observed species can be found on pages 33-36 of Environmental Summary Report.

Additional relevant factors:

Assessment Area abuts uplands historically used as a pasture for livestock. Hydrology is affected by historic ditching. Proposed restoration includes: removal of the upland berm, grading, removal of existing upland vegetation (growing on top of the man made berm), removal of nuisance and exotic species, and planting of native wetland vegetation.

Assessment conducted by:	Assessment date(s): **8/17/2022, data also used from site visits in 2023**
David Hart, Emily Powell	

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Wilson Ranch Property	**TBD**	**Forested Wetland Restoration**
Impact or Mitigation	Assessment conducted by:	Assessment date:
Restoration	**David Hart, Emily Powell**	**8/17/2022**

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: **3**	with: **8**
Areas adjacent to Assessment Area includes pastureland that supports cattle grazing, herbaceous wetlands, Peace Creek and Peace River. Nuisance/ exotic vegetation species occur throughout adjacent. Wildlife access to the AA is limited by fencing. Restoration and enhancement will enhance wildlife access and restore wetland function in areas adjacent to AA.		
.500(6)(b) Water Environment (n/a for uplands)	w/o pres or current: **3**	with: **8**
Assessment Area has experienced altered hydrology through ditching for agriculture land uses resulting in altered water levels. Historic ditching results in water level indicators not meeting expectations. Fire frequency has been suppressed. Restoration will restore hyrdo-period and wetland function in portions of AA in which it is not currently present.		
.500(6)(c) Community structure 1. **Vegetation** and/or 2. Benthic Community	w/o pres or current: **3**	with: **8**
Vegetation community structure of Assessment Area consists of both wetland and upland species. Historic land management practices (ditching, fire suppression) result in altered community structure with an abundance of opportunistic and nuisance/exotic species. Proposed restoration includes, removal of existing upland berm, removal of upland vegetation, removal of nuisance and exotic species, and planting of native wetland vegetation.		

Score = sum of above scores/30 (if uplands, divide by 20)	current or w/o pres: **0.3**	with: **0.8**

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres =

Delta = [with-current]
+0.5

If mitigation
Time lag (t-factor) = **1.25**
Risk factor = **1.75**

For mitigation assessment areas
RFG = delta/(t-factor x risk) = **0.5/(1.25 x 1.75) = 0.23 x 53.86 acres = 12.39**

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Wilson Ranch Property	**TBD**	**Forested Wetland Enhancement**

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
615		**Enhancment**	**133.17 Acres**

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
Peace River / 10	**III**	**N/A**

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

Assessment area consists of Bottomland hardwood forest wetland community adjacent to Peace River and Saddle Creek.

Assessment area description

Vegetation primarily consists of water oak (*Quercus nigra)*, bald cypress (*Taxodium distichum*), American elm (*Ulmus americana*), red maple (*Acer rubrum*), dwarf palmetto (Sabal minor) and saw palmetto (*Serenoa repens*).

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape)
Assessment Area is adjacent to the Peace River and Saddle Creek	**AA is not unique**

Functions	Mitigation for previous permit/other historic use
Water quality; Water conveyance; Foraging and nesting habitat for wildlife	**N/A**

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
Florida sandhill crane, gopher tortoise, opossum, raccoon, Eastern gray squirrel, fox squirrel, Florida black bear, nine-banded armadillo, white-tailed deer	**AA is located in the USFWS's Consultation Areas for the Florida bonneted bat (E), Tricolored bat (E), Audubon's crested caracara (T), Florida scrub-jay (T), Everglade snail kite (E), blue-tailed mole skink (T) and Florida sand skink (T). AA is located within a FWS wood stork Core Foraging Area.**

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

General wildlife observations included nine-banded armadillo, marsh rabbit, opossum, black vulture, red-tailed hawk, great egret, bald eagle, roseate spoonbill, sandhill crane, tricolor heron, wood stork, and various birds in the Order Passerine. Full list of observed species can be found on pages 33-36 of Environmental Summary Report.

Additional relevant factors:

Assessment Area abuts uplands historically used as a pasture for livestock. Proposed enhancement includes: removal and monitoring of nuisance and exotic species.

Assessment conducted by:	Assessment date(s): **8/17/2022, data also used from site visits in 2023**
David Hart, Emily Powell	

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Wilson Ranch Property	**N/A**	**Forested Wetland Enhancement**
Impact or Mitigation	Assessment conducted by:	Assessment date:
Enhancement	**David Hart, Emily Powell**	**8/17/2022**

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: **7**	with: **8**
Habitat adjacent to the Assessment Area includes cropland and pastureland that supports cattle grazing. Opportunistic, nuisance/ exotic species occur throughout. Wildlife access to the AA is limited by roads, fencing, and canals. Restoration and enhancement onsite will improve wildlife access and vegetation quality.		
.500(6)(b) Water Environment (n/a for uplands)	w/o pres or current: **6**	with: **8**
Assessment Area has experienced altered hydrology through ditching for adjacent agriculture land uses resulting in altered water levels. Historic ditching results in water level indicators not meeting expectations. Proposed enhancement will improve hydrology connectivity and flow in wetlands.		
.500(6)(c) Community structure 1. **Vegetation** and/or 2. Benthic Community	w/o pres or current: **7**	with: **8**
Vegetation community structure of Assessment Area consists of both native and nuisance/ exotic species and lack of consistent, large canopy trees. Proposed enhancement includes removal of nuisance and exotic species, and continued monitoring and maintenance.		

Score = sum of above scores/30 (if uplands, divide by 20)	current or w/o pres	with
	0.67	**0.8**

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres =

Delta = [with-current]
+0.13

If mitigation
Time lag (t-factor) = **1.07**
Risk factor = **1**

For mitigation assessment areas
RFG = delta/(t-factor x risk) = **0.13/(1.07 x 1) = 0.12 x 133.17 acres = 15.98**

Exhibit C

BUILDING ENVELOPE

BUILDING ENVELOPE LEGAL DESCRIPTION

(PARCEL Q – BUILDING ENVELOPE)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "M",** THENCE SOUTH 37°20'03" EAST ALONG THE SOUTHERLY LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 50.74 FEET TO THE **POINT OF BEGINNING;**

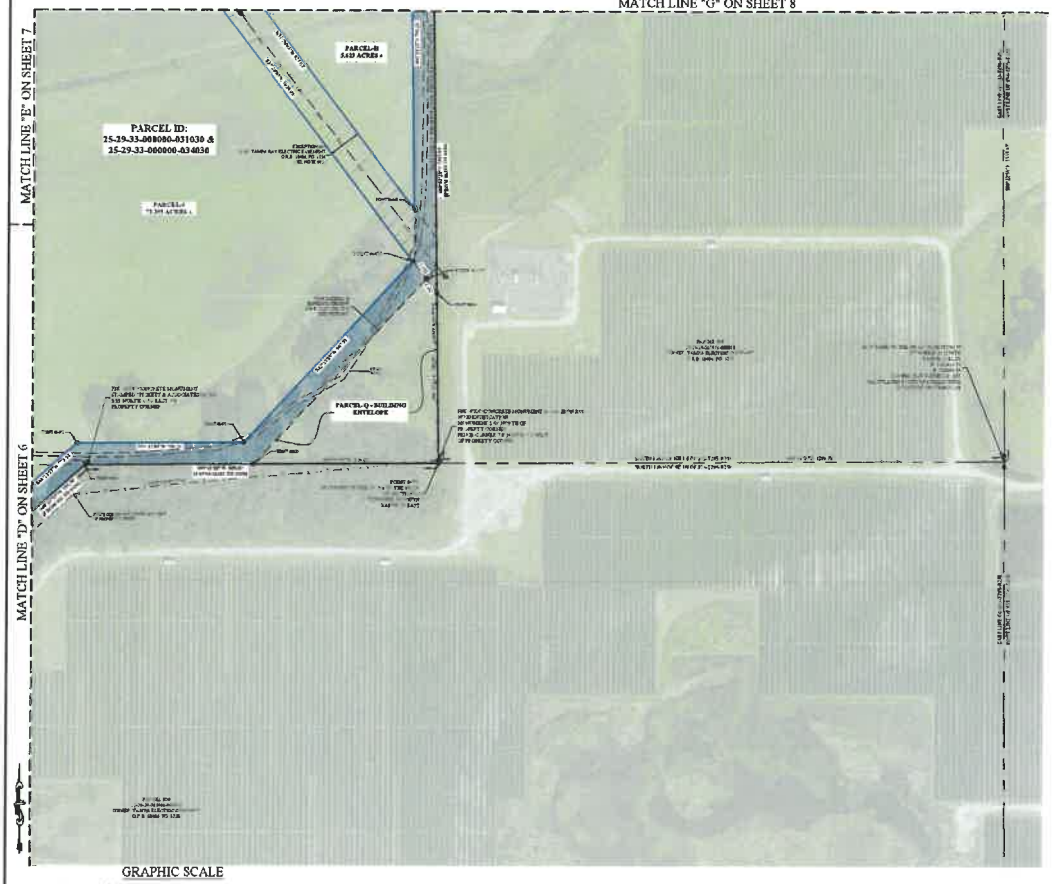
THENCE CONTINUE SOUTH 37°20'03" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 40.63 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1238 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 00°52'23" EAST ALONG SAID WEST LINE, A DISTANCE OF 390.95 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE SOUTH 89°41'00" WEST ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 426.05 FEET TO A POINT ON THE EASTERLY LINE OF AN INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 42°53'55" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 580.94 FEET TO THE **POINT OF BEGINNING.**

BOUNDARY SURVEY GRAPHIC



GRAPHIC SCALE

(IN FEET)
1 INCH = 100 FT
(INTENDED DISPLAY SCALE)

SEE POINT TABLE ON SHEET 10 OF 10

LINE TABLE

LINE#	BEARING	DISTANCE
L1	S89°27'29"E	33.89'
L2	N89°27'29"W	200.00'
L3	S89°27'29"E	200.00'
L4	N89°27'29"W	200.00'
L5	S89°27'29"E	200.00'
L6	N89°27'29"W	200.00'
L7	S89°27'29"E	5.00'
L8	S89°27'29"E	37.42'
L9	N89°27'29"W	74.77'
L10	S89°27'29"E	200.00'
L11	S89°27'29"E	200.00'
L12	N89°27'29"W	200.00'
L13	S89°27'29"E	200.00'
L14	N89°27'29"W	200.00'
L15	S89°27'29"E	200.00'
L16	N89°27'29"W	200.00'

COMPREHENSIVE SERVICES AGREEMENT

by and between

POLK COUNTY,

a political subdivision of the State of Florida

and

HGS, LLC DBA RES ENVIRONMENTAL OPERATING COMPANY,

a Virginia limited liability company

Dated as of October 17, 2023

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EXHIBITS

EXHIBIT A Project Area Description and Concept Map

EXHIBIT B Statement of Work

EXHIBIT C Payment Schedule

EXHIBIT D Memorandum of Agreement

COMPREHENSIVE SERVICES AGREEMENT

THIS COMPREHENSIVE SERVICES AGREEMENT ("Agreement") is entered into effective as of October 17, 2023 (the "Effective Date"), by and between Polk County ("COUNTY"), a political subdivision of the State of Florida, having its principal offices at 330 W. Church St. Drawer BC01, P.O. Box 9005, Bartow, Florida 33831-9005, and HGS, LLC dba RES Environmental Operating Company, a Virginia limited liability company and wholly-owned subsidiary of Resource Environmental Solutions, LLC, having its principal offices at 6575 West Loop South, Suite 300, Bellaire, Texas 77401 ("SERVICE PROVIDER" and, together with COUNTY, the "Parties" and, each individually, a "Party").

BACKGROUND RECITALS:

WHEREAS, over 50 waterbodies in COUNTY suffer from water quality problems and are identified by the Florida Department of Environmental Protection ("FDEP") as impaired because they do not meet their designated uses as defined by state law and regulation. In the Peace Creek and Bowleg Creek watersheds, 40 waterbodies have FDEP adopted total maximum daily loads ("TMDL") for 70 different water quality parameters.

WHEREAS, the State of Florida (the "State"), through FDEP, has, and continues to adopt, various water quality standards, regulations and criteria to protect water resources of the State, which COUNTY is subject to.

WHEREAS, COUNTY and its co-permittees have a regulatory obligation to reduce pollutant loads under their National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit Number FLS000015 (the "MS4 Permit"). Among other things, the MS4 Permit requires permittees to prioritize and self-implement TMDLs not covered under an adopted Basin Management Action Plan or other restoration alternative plan, including a Category 4e plan.

WHEREAS, the State enacted the Heartland Headwaters Protection and Sustainability Act (the "HHPSA") in 2017 to protect the headwaters of the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace and Withlacoochee Rivers in the Green Swamp and Polk County.

WHEREAS, the Florida General Appropriations Act for Fiscal Year 2022-2023 appropriated $20 million to the Polk Regional Water Cooperative's Heartland Headwaters Program for the purpose of implementing the HHPSA.

WHEREAS, the Heartland Headwaters Protection and Sustainability Act Annual Comprehensive Water Resources Report for Fiscal Year 2022-2023 listed the Peace Creek Water Preservation Project as the 3rd highest priority unapproved project.

WHEREAS, the Polk County Wilson Ranch Reserve Restoration Project (the "Project") described in this Agreement is a part of the larger Peace Creek Water Preservation Project and will help restore and protect the valuable water resources of COUNTY.

WHEREAS, the Parties expect the Polk Regional Water Cooperative to provide a grant of $1.5 million to COUNTY out of the previously allocated funds described above to fund the implementation of Task 1 (as defined below and described in Exhibit B) in accordance with the terms of this Agreement.

WHEREAS, the Parties expect to work together in accordance with the terms of this Agreement to obtain the additional amounts required to fund the implementation of Tasks 2-14.

WHEREAS, in accordance with Section 255.065(3)(d), Florida Statutes, COUNTY has determined that the Project (i) is in the public's best interest; (ii) is for a facility for which ownership will be conveyed to COUNTY at the conclusion of the Operation Period (as defined below), as further described herein; (iii) has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancellation of this Agreement by COUNTY; (iv) has adequate safeguards in place to ensure that COUNTY or SERVICE PROVIDER has the opportunity to add capacity to the Project or other facilities serving similar predominantly public purposes; and (v) will be owned by COUNTY upon completion, expiration, or termination of this Agreement and upon payment of the amounts stated herein.

WHEREAS, in accordance with Section 255.065(5)(d), Florida Statutes, COUNTY has determined, based on independent analysis, that the Project provides a cost-effective regional solution to improve water quality in the Peace Creek Watershed and provides an overall public benefit.

WHEREAS, COUNTY and SERVICE PROVIDER have a history of independently implementing successful regional projects to improve water quality and reduce nutrient inputs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions**. Capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meanings given to such terms below. The meanings specified are applicable to both the singular and the plural and to the masculine and feminine forms.

   "Agreement" is defined in the preamble.

   "Capital Equipment" means articles of nonexpendable, tangible property with a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

   "Capital Equipment Purchase Price" is defined in Section 12.

   "COUNTY" is defined in the preamble.

   "Damages" is defined in Section 16.

   "Defaulting Party" is defined in Section 12.

   "Effective Date" is defined in the preamble.

"EOR" means the professional engineer licensed in the State of Florida who seals drawings, reports, or documents for the Project.

"FDEP" is defined in the recitals.

"Election Notice" is defined in Section 12.

"Expiration Date" is defined in Section 7.

"Force Majeure" is defined in Section 27.

"Hazardous Materials" is defined in Section 20.

"HHPSA" is defined in the recitals.

"Intellectual Property Rights" is defined in Section 23.

"Knowledge of SERVICE PROVIDER" or "SERVICE PROVIDER's Knowledge" means the actual knowledge of Ansley Tilley and Stephen Colomb, individually, after reasonable inquiry with no requirement that such knowledge be shared jointly between them.

"Lease Agreement" means the Cattle Grazing Lease Agreement, dated July 1, 2022, between SERVICE PROVIDER and Wilson.

"Lien" or "Liens" means liens, pledges, mortgages, deeds of trust, charges, hypothecations, security interests, rights of first refusal, rights of first offer, purchase options, encumbrances, leases, easements, right-of-way, or other adverse claim of any kind.

"Maintenance Period" means the period of time from the day after the final day of the Monitoring Period until the final day of the Operation Period.

"MOA" means the Memorandum of Agreement, substantially in the form attached hereto as Exhibit D.

"Monitoring Commencement Date" means the day after the date on which the Construction Completion Certification letter (as described in Exhibit B) is signed and sealed by the EOR.

"Monitoring Period" means the approximately 10-year period from the Monitoring Commencement Date until the day the COUNTY approves (or is deemed to have approved) the Monitoring Completion Certificate (as described in Exhibit B) in accordance with Section 18(a)(1).

"MS4 Permit" is defined in the recitals.

"Notice of Termination" means written notice sent by either Party to the other Party terminating this Agreement in accordance with the terms and conditions set forth herein. The Notice of Termination shall indicate the specific termination provision in

this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated.

"NTP" is defined in Section 5.

"Operation Period" means the 25-year period from the Monitoring Commencement Date until the 25-year anniversary of the Monitoring Commencement Date.

"Party" and "Parties" are defined in the preamble.

"Permitted Exceptions" means (i) presently existing and future Liens for unpaid property taxes not yet due and payable as of the Property Closing, (ii) the ROFR, and (iii) Liens listed on Exhibit A.

"Project" is defined in the recitals.

"Project Documents" is defined in Section 19.

"Project Manager" is defined in Section 25.

"Project Property" is defined in Section 3.

"Project Schedule" is defined in Section 5.

"Project Value" is defined in Section 4.

"Property Closing" shall mean the closing of the transfer of the Project Property from SERVICE PROVIDER to COUNTY (i) pursuant to Section 7(b) following the end of the Operation Period, (ii) pursuant to Section 12(d)(ii) following the termination of this Agreement in accordance with Sections 12(a) or 12(b), or pursuant to Section 12(d)(iii) following the termination of this Agreement in accordance with Sections 12(a) or 12(b) and COUNTY's delivery of an Election Notice to SERVICE PROVIDER.

"Property Purchase Price" means $4,500,000.

"Recreational Activities" means nature-based, outdoor recreational activities that are compatible with the purpose of the Project. "Recreational Activities" include bicycling, hiking, running, equestrian, wildlife watching, paddling, and photography.

"ROFR" means the Right of First Refusal, dated as of July 1, 2022 and amended as of October 6, 2023, between SERVICE PROVIDER, as grantor, and Wilson, as grantee, pursuant to which SERVICE PROVIDER granted Wilson a right of first refusal to purchase the Project Property.

"SERVICE PROVIDER" is defined in the preamble.

"Services" is defined in Section 5.

"Sovereign Immunity" shall have the meaning established in Section 768.28, Florida Statutes, and other applicable and binding Florida law.

"State" is defined in the recitals.

"Subcontractor" is defined in Section 14.

"Task" is defined in Section 5.

"Term" is defined in Section 7.

"Third Party Claim" is defined in Section 16.

"TMDL" is defined in the recitals.

"Wilson" means C. Wilson Ranch, Inc.

"WRE" is defined in Section 18.

2. **Project.**

Exhibit A contains a concept map for the Project. The Parties agree that the Project is a "qualifying project", as defined in Section 255.065(1)(i), Florida Statutes.

3. **Project Property.**

The approximately 400 acres of property on which the Project will be constructed, operated, and maintained (the "Project Property") is described and depicted in Exhibit A.

4. **Project Value.**

The total value of this agreement is $40,177,977 (the "Project Value"), as further described in Exhibit C.

5. **Delivery of Services.**

a. SERVICE PROVIDER shall perform the services for the Project depicted on the concept map in Exhibit A and described in Exhibit B (collectively, the "Services") in accordance with the terms of this Agreement. The Parties may mutually agree in writing to amend Exhibit B from time to time. Material changes to Exhibit A or Exhibit B requested by COUNTY and agreed by SERVICE PROVIDER may result in changes to the Project Value and/or the project schedule described in Exhibit B (the "Project Schedule"). For approval and payment purposes, the Services have been divided into fourteen discrete, numbered tasks (collectively, the "Tasks" and, each individually, a "Task"), each of which is described in Exhibit B.

b. Upon receipt of a written Notice to Proceed ("NTP") from COUNTY, SERVICE PROVIDER will perform the Tasks described in such NTP in accordance with the terms of this Agreement, including Exhibit B (*Statement of Work*). In no event shall work on a Task commence until COUNTY has issued an NTP to SERVICE PROVIDER with respect to such Task.

6. **Project Funding**.

a. In coordination with COUNTY, SERVICE PROVIDER shall use its reasonable best efforts to secure State funding for Tasks 2-14 on behalf of COUNTY. Unless approved by COUNTY in writing, SERVICE PROVIDER shall not knowingly pursue any funding that contains requirements or conditions that conflict with any of the terms of this Agreement, including the Project description contained in Exhibit B.

b. At COUNTY's written request, SERVICE PROVIDER shall serve as administrator or manager on behalf of COUNTY for grants and other funding pursued and/or obtained in connection with the Project and perform the administrative tasks (including the preparation of grant applications and other supporting documents) required (i) by the grantors and other funders or (ii) under State or Federal law; *provided that* COUNTY shall, upon the request of SERVICE PROVIDER and after sufficient review and approval of the requested documentation, sign or co-sign as the grantee, applicant or sponsor, as the case may be, all documentation related to the funding of the Project. Nothing contained herein shall be construed as (i) an authorization for SERVICE PROVIDER to sign or otherwise execute documents in the name of COUNTY; or (ii) a requirement of the COUNTY to sign grant applications or supporting documentation which it has not approved.

c. Upon written request by COUNTY, SERVICE PROVIDER shall provide grantors or other funders of the Project with copies of each Project deliverable concurrently with the delivery of such Project deliverables to COUNTY.

d. COUNTY shall take all lawful and reasonable actions, make all filings, and furnish all information reasonably requested by SERVICE PROVIDER in connection with the funding of the Project within a reasonable amount of time. SERVICE PROVIDER shall reimburse COUNTY for all reasonable out-of-pocket costs incurred by COUNTY in connection with such requested actions and filings; *provided that* COUNTY submits to SERVICE PROVIDER a written request for reimbursement within 30 days of COUNTY's receipt of an invoice for such costs. COUNTY shall use its reasonable best efforts to promote the Project and the Project's benefits throughout the Term of this Agreement.

e. If COUNTY elects to pursue funding for the Project from sources beyond those under commitment at the Effective Date, COUNTY shall promptly notify SERVICE PROVIDER and furnish all information reasonably requested by SERVICE PROVIDER with respect to such funding. Unless approved in writing by SERVICE PROVIDER, COUNTY shall not accept or agree to accept any funding that contains requirements or conditions that (i) conflict with the terms of this Agreement, (ii) modify the scope of the Services or the Project,

as each are described in Exhibit B, or (iii) add any obligations for which SERVICE PROVIDER is responsible.

f. The full faith and credit of COUNTY is not pledged to secure the financing of the Project.

g. In no event shall the failure to secure State funding for Tasks 2-14 by the dates set forth in Section 12(b) be considered a breach of this Agreement by either Party.

7. **Term**.

a. The term of this Agreement (the "Term") begins on the Effective Date and shall automatically expire on the day the Project Property is transferred to COUNTY pursuant to Section 7(b) of this Agreement (the "Expiration Date"), unless extended by the Parties or terminated sooner by mutual written consent of the Parties or as otherwise provided in Section 12 of this Agreement.

b. SERVICE PROVIDER shall convey and transfer, at no further cost to COUNTY, fee simple title to the Project Property, as improved by the Project, by special warranty deed to COUNTY at the Property Closing, which shall occur no later than thirty (30) days following the final day of the Operation Period. SERVICE PROVIDER will execute all documentation reasonably requested by COUNTY to ensure that the Project Property is fully and legally transferred to COUNTY. Within 30 days of delivery of the Final Report (as defined in Exhibit B), SERVICE PROVIDER shall provide COUNTY with an updated Maintenance Plan (as defined in Exhibit B) that includes any maintenance items that will need to be performed by COUNTY in connection with the Project following the transfer of the Project Property. Notwithstanding any provision of this Agreement to the contrary, the transfer of the Project Property by SERVICE PROVIDER pursuant to this Section 7(b) is expressly contingent upon the receipt by SERVICE PROVIDER of all payments set forth on Exhibit C. The rights and obligations of the Parties set forth in this Section, and any right or obligations of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

8. **Performance and Payment Bonds**.

a. SERVICE PROVIDER shall provide performance bond(s) guaranteeing its performance of this Agreement. In particular, on or prior to the Effective Date, SERVICE PROVIDER has provided COUNTY with an irrevocable, undated performance bond in the amount equal to $1,500,000 to guarantee full and faithful performance of Task 1. COUNTY will return a fully executed and dated copy of such performance bond to SERVICE PROVIDER immediately following the Effective Date. Promptly following the issuance of each subsequent NTP, SERVICE PROVIDER shall deliver to COUNTY (i) separate

performance bond(s) in a form substantially similar to the performance bond for Task 1 in an amount equal to the Project Value of the Task(s) authorized by such NTP or (ii) a replacement performance bond in a form substantially similar to the performance bond for Task 1 in an amount equal to the Project Value then unpaid and outstanding with respect to all of the Tasks for which NTPs have been issued by COUNTY. Any changes to the form of performance bond shall be reviewed and approved by COUNTY prior to issuance; *provided that* such approval shall not be unreasonably withheld or delayed. The amount of the performance bond(s) may be evaluated on an annual basis and reduced to reflect work performed.

b. SERVICE PROVIDER shall provide payment bond(s) to serve as security for the payment of all persons or entities performing labor and furnishing materials in connection with this Agreement. In particular, SERVICE PROVIDER agrees to ensure performance of, and payment to, Subcontractors by providing either a single payment or surety bond for all uncompleted Tasks for which an NTP has been issued or separate payment or surety bonds for each uncompleted Task for which an NTP has been issued. The amount of the payment or surety bond(s) may be evaluated on an annual basis and reduced to reflect work performed.

c. The Parties expressly acknowledge and agree that, for the components of the Project which involve construction, performance and payment bonds are required and subject to the requirements of Section 255.05, Florida Statutes. The surety company shall be authorized to do business in the State as a surety, be rated "A+" or better as to management and "FSC XV" or better as to strength by Best's Insurance Guide or Surety, and be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The surety company shall have been in business and have a record of continuous operation for at least five years. The performance and payment bonds provided by SERVICE PROVIDER shall (i) contain the provisions required by Section 255.05, Florida Statutes, (ii) not be canceled or altered without at least thirty (30) calendar days prior notice to COUNTY, and (iii) be maintained in full force and effect at all times during the Term.

d. To the extent a separate or replacement performance and/or payment bond is issued pursuant to Section 8(a) and/or 8(b), SERVICE PROVIDER shall record such performance and payment bond(s) in the public records of the appropriate county prior to commencing work on the newly authorized Task(s) and provide COUNTY with a certified copy of such recorded bond(s).

e. Upon COUNTY's prior written consent, SERVICE PROVIDER may replace the performance and/or payment bonds with a different form of security instrument, such as a letter of credit or escrow account.

9. **Capital Equipment.**

a. All Capital Equipment purchased with Project funds shall initially be owned by SERVICE PROVIDER, regardless of the source(s) of Project funding. The Construction Schedule of Values (as defined in Exhibit B) prepared by SERVICE PROVIDER in accordance with Exhibit B shall list the Capital Equipment that will be purchased with Project funds as well as the cost of such Capital Equipment. SERVICE PROVIDER shall allocate a percentage of the payments made by COUNTY with respect to Task 11 (*Construction*) towards the cost of the Capital Equipment. Each update of the Construction Schedule of Values shall indicate the amount of the cost that has been paid off to date.

b. When SERVICE PROVIDER transfers the Project Property to COUNTY pursuant to Section 7(b), SERVICE PROVIDER will take all actions necessary to simultaneously transfer the Capital Equipment purchased with Project funds to COUNTY, at no additional cost to COUNTY.

c. Notwithstanding anything to the contrary herein, the Capital Equipment transferred to, or purchased by, COUNTY pursuant to this Agreement will be transferred or sold, as the case may be, "as-is" "where-is" with no representations or warranties of any kind.

10. **Invoices and Payments.**

a. COUNTY shall pay SERVICE PROVIDER for its performance of the Services in accordance with the Payment Schedule set forth in Exhibit C. As soon as a milestone, progress, or other type of payment becomes due and payable pursuant to the terms of this Agreement, including Exhibit C, SERVICE PROVIDER shall promptly submit an invoice to COUNTY for payment.

b. While invoices will be submitted intermittently during much of the Project, they will be submitted monthly during the performance of Task 11 (*Construction*).

c. Each invoice submitted by SERVICE PROVIDER shall include the Agreement number and purchase order number assigned to this Project by COUNTY and be delivered to the COUNTY Project Manager at the following address:

Polk County, a political subdivision of the State of Florida
Parks & Natural Resources Division
4177 Ben Durrance Road
Bartow, FL 33830.

Upon receipt, COUNTY will review each invoice and promptly notify SERVICE PROVIDER if any additional information and/or changes are required prior to approval and payment of the invoice. All invoices that meet the requirements set forth in Sections 11(a) and 11(b) will be paid within 45 days of receipt by COUNTY.

d. All amounts required to be paid by COUNTY under this Agreement (i) shall be paid by wire transfer in accordance with instructions to be provided by SERVICE PROVIDER, in good and sufficient funds, or by other method reasonably acceptable to SERVICE PROVIDER, and (ii) once paid shall be deemed fully earned by SERVICE PROVIDER and non-refundable; *provided that* any overpayment made by COUNTY to SERVICE PROVIDER shall be deemed a mistake of fact, and SERVICE PROVIDER shall promptly repay such overpaid amount within ten (10) days after receipt of written notice of the same from COUNTY.

e. COUNTY's payment obligations shall survive the expiration or early termination of this Agreement. Except for invoiced payments that COUNTY has successfully disputed, all late payments shall bear interest at the rate of 1.0% (one percent) per month per the requirements set forth in Section 218.74, Florida Statutes.

f. COUNTY represents that it is exempt from payment of Federal, State, and local taxes, including, all sales, use, and excise taxes and any other similar taxes, duties, and charges of any kind imposed on any amounts payable by COUNTY hereunder. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, SERVICE PROVIDER's income, revenues, gross receipts, personnel or real or personal property or other assets.

11. **Service Provider Administrative Requirements.**

a. Invoices

All invoices must be in a form approved by the COUNTY Auditor. At SERVICE PROVIDER's request, the COUNTY Auditor will review a form of invoice provided by SERVICE PROVIDER and promptly approve or provide comments on such invoice. COUNTY may, at its expense, inspect, copy, and audit any books, records and documents of SERVICE PROVIDER that are relevant to COUNTY's calculation of the amounts that are due and payable under this Agreement. The audit rights stated in this Section 11(a) may also be exercised by the Polk County Clerk of Court, Department of Inspector General.

b. Supporting Documentation

Along with each invoice, SERVICE PROVIDER shall submit:

(i) a description of the Services performed during the invoice period;

(ii) the most recent Project Schedule with all work performed to date clearly

highlighted;

(iii) during construction, the Monthly Progress Report described in Exhibit B, which shall (A) include a detailed description of the SERVICE PROVIDER's Project Manager and construction contractor coordination activities, inspection reports performed by the EOR, and the estimated percent complete for all phases of construction as identified in the Construction Schedule of Values, (B) demonstrate and attest that construction is being completed on time and in compliance with the approved plans and specifications, and (C) certify that each Subcontractor has been paid by SERVICE PROVIDER in accordance with the terms of the subcontract between SERVICE PROVIDER and such Subcontractor.

(iv) a description and justification of any delays or deviations from the most recent Project Schedule and a plan to overcome the delays;

(v) a description of any anticipated problems and proposed solutions; and

(vi) a certification stating that each deliverable referenced in the invoice was completed as described in this Agreement.

c. Upon COUNTY's reasonable request, SERVICE PROVIDER shall submit to COUNTY periodic filings of the appropriate financial statements (if any) that pertain to the Project.

d. Upon request, SERVICE PROVIDER shall provide COUNTY with SERVICE PROVIDER's most recent unaudited balance sheet and income statement. Notwithstanding any provision of this Agreement to the contrary, SERVICE PROVIDER shall have no obligation under any provision of this Agreement to provide COUNTY or any third party (including the State) with audited financial statements.

e. The following written documentation shall be submitted to COUNTY no later than 60 days after Task 11 (*Construction*) has been completed: (1) copies of field inspections, (2) the Construction Completion Certification letter described in Exhibit B, (3) a certified statement that all Subcontractors retained by SERVICE PROVIDER to provide construction-related services for the Project have been fully paid, (4) releases of liens documentation, and (5) Final Record Drawings that meet the Polk County Land Development Code; *provided that* SERVICE PROVIDER shall not be required to submit the certified statement referenced above in item (4) until 30 days after SERVICE PROVIDER has received payment for all Services performed under Task 11 (*Construction*). Upon receipt of all such documentation, COUNTY shall have 30 days to review and determine whether the submitted documentation is complete, and if not, request any additional documentation that is needed.

12. **Default and Termination.**

a. *Termination for Material Default.* In the event that a Party (the "Defaulting Party") materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure and the Defaulting Party does not cure such breach within 60 days after receipt of written notice of such breach, then the other Party may terminate this Agreement, effective upon sending a Notice of Termination to the Defaulting Party. For the avoidance of doubt, the failure to meet the Project Outcomes (as defined in Exhibit B) will not be considered a breach of this Agreement so long as the SERVICE PROVIDER is working in good faith to implement the adaptive management measures necessary to ensure that the Project Outcomes will be met at the end of the Monitoring Period under the average annual conditions used to establish the benefit estimates.

b. *Termination for Lack of Funding.* Either COUNTY or SERVICE PROVIDER may elect to terminate this Agreement upon sending a Notice of Termination to the other Party if State funding has not been secured (i) for Tasks 2-10 by July 1, 2026 or (ii) for Tasks 11-14 by July 1, 2029. Such termination for lack of funding shall not be considered a default hereunder by either Party.

c. *Post-Termination Payments.* In the event that this Agreement is terminated pursuant to this Section 12, all liability of COUNTY to the SERVICE PROVIDER shall cease upon the payment by COUNTY of the full amount due and owing to SERVICE PROVIDER for all Services performed through the date of termination, less any amount permitted to be set off by COUNTY under Section 12(d)(i)(B).

d. *Default by SERVICE PROVIDER; Effect of Termination.*

(i) Remedies. If SERVICE PROVIDER materially breaches this Agreement, then, subject to the cure period set forth above, COUNTY shall have the right, upon the delivery of a written notice to SERVICE PROVIDER, to (A) with or without terminating this Agreement, immediately call the outstanding performance bond(s); (B) with or without terminating this Agreement, set-off the monetary amount of any direct damages arising therefrom from the amounts due to SERVICE PROVIDER for Services performed hereunder; (C) following termination of this Agreement, receive the Project Property pursuant to Section 12(d)(ii), purchase the Project Property in accordance with the terms and conditions set forth in Section 12(d)(iii) and/or purchase the unpaid for Capital Equipment in accordance with the terms and conditions set forth in Section 12(d)(iv); and (D) following a breach of the terms set forth in Section 7(b), seek specific performance of SERVICE PROVIDER's obligations under Section 7(b) without any requirement to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining such specific performance.

(ii) Transfer of Purchase Property. In the event that COUNTY delivers a Notice of Termination to SERVICE PROVIDER in accordance with Sections 12(a) or 12(b) following COUNTY's issuance of the NTP for Task 10, SERVICE PROVIDER shall convey and transfer, at no additional cost to COUNTY, fee simple title to the Project Property, as improved by the Project, by special warranty deed to COUNTY at the Property Closing. The Parties will use their best efforts to promptly prepare and execute all documentation and take all actions required to transfer the Project Property no later than thirty (30) days following receipt of the Notice of Termination. Notwithstanding any provision of this Agreement to the contrary, the transfer of the Project Property by SERVICE PROVIDER pursuant to this Section 12(d)(ii) is expressly contingent upon the payment by COUNTY of (x) all payments set forth on Exhibit C for Tasks 1-10 and (y) the full amount due and owing to SERVICE PROVIDER for all Services performed under Tasks 11-14 through the date of termination, less any amount permitted to be set off by COUNTY under Section 12(d)(i)(B).

(iii)Option to Purchase Project Property. In the event that COUNTY delivers a Notice of Termination to SERVICE PROVIDER in accordance with Sections 12(a) or 12(b) prior to COUNTY's issuance of the NTP for Task 10, COUNTY may elect to purchase the Project Property for the Property Purchase Price by providing SERVICE PROVIDER with written notice of such election (the "Election Notice") within 30 days of the delivery of such Notice of Termination by COUNTY. If an Election Notice is provided by COUNTY, such election shall be irrevocable without SERVICE PROVIDER's written consent, so long as all conditions of Closing as set forth herein, including, without limitation, SERVICE PROVIDER's representations and warranties set forth in Section 20, have been met. Following receipt of the Election Notice, the Parties will use their best efforts to promptly prepare and execute all documentation and take all actions required for the Property Closing. At the Property Closing, SERVICE PROVIDER shall convey and transfer fee simple title to the Project Property by special warranty deed to COUNTY in exchange for an amount equal to the Property Purchase Price. The special warranty deed will contain a deed restriction that runs with the land and prohibits any future owner (including COUNTY) from developing the Property in a manner that is materially inconsistent with the purpose of the Project; *provided that* such deed restriction shall not prohibit or otherwise restrict the use of the Project Property for Recreational Activities or the establishment or maintenance of facilities such as barns, offices, nature centers, exhibit spaces, restroom facilities, trailheads, trails, observation areas, and parking areas to support the COUNTY's management of the Project Property or the public's use of the Project Property for Recreational Activities. The Property Purchase Price shall be paid by wire transfer of immediately available funds at the Property Closing to the account designated in writing by SERVICE PROVIDER. Notwithstanding any provision of this Agreement to the contrary, the sale of the Project Property by SERVICE PROVIDER pursuant to this Section 12(d)(iii) is expressly contingent upon the payment by COUNTY of the full

amount due and owing to SERVICE PROVIDER for all Services performed through the date of termination, less any amount permitted to be set off by COUNTY under Section 12(d)(i)(B).

(iv)Capital Equipment. Following receipt of a Notice of Termination in accordance with Sections 12(a) or 12(b) following COUNTY's issuance of the NTP for Task 10, SERVICE PROVIDER will take all actions necessary to promptly transfer to COUNTY all Capital Equipment purchased with Project funds that has been fully paid for by COUNTY per the most recent Construction Schedule of Values. COUNTY may also elect to purchase all Capital Equipment purchased with Project funds that has not been fully paid for by COUNTY for an amount equal to the aggregate amount (the "Capital Equipment Purchase Price") that remains outstanding with respect to such Capital Equipment per the most recent Construction Schedule of Values. COUNTY may exercise its option to purchase the unpaid for Capital Equipment by providing SERVICE PROVIDER with written notice of such election within 30 days of the delivery of the Notice of Termination by COUNTY. If such written notice is provided by COUNTY, the election shall be irrevocable without SERVICE PROVIDER's written consent. Notwithstanding any provision of this Agreement to the contrary, the transfer of the purchased Capital Equipment by SERVICE PROVIDER is expressly contingent upon the payment by COUNTY of (A) the Capital Equipment Purchase Price and (B) the full amount due and owing to SERVICE PROVIDER for all Services performed through the date of termination, less any amount permitted to be set off by COUNTY under Section 12(d)(i)(B).

(v) Certain Material Defaults. Among other matters, any of the following shall constitute SERVICE PROVIDER's material default of this Agreement: (A) the appointment of a receiver to take possession of all or substantially all of the SERVICE PROVIDER's assets; (B) a general assignment by SERVICE PROVIDER for the benefit of creditors or any action taken by or suffered by SERVICE PROVIDER under any insolvency or bankruptcy act; (C); an assignment made in breach of Section 27(h) (*Assignment; Successor and Assigns*); (D) the conviction of SERVICE PROVIDER for a felony, (E) the submission of a false certification to COUNTY in breach of Section 27(m) (*Scrutinized Companies and Business Operations Certification; Termination*); (F) the conviction during the Term of SERVICE PROVIDER or any person or entity who controls the SERVICE PROVIDER of a "public entity crime" (as defined in Section 287.133, Florida Statutes) or the violation (determined by a State circuit court or federal district court) of federal or State laws prohibiting discrimination per Section 287.134, Florida Statutes, (G) the prohibition of SERVICE PROVIDER from performing work for or transacting business with Polk County pursuant to Section 287.133 or Section 287.134, Florida Statutes, (H) the employment or utilization of unauthorized aliens in violation of Section 274A of the Immigration and Naturalization Act (8 U.S.C. 1324a), and (I) the failure to transfer fee simple title to the Project Property free and clear of all Liens, other than Permitted Exceptions, to COUNTY in breach of Section 7(b),

Section 12(d)(ii), or Section 12(d)(iii), the failure to transfer fully paid for Capital Equipment to COUNTY in breach of Section 9(b) or Section 12(d)(iv), or the failure to transfer Project Documents to COUNTY in breach of Section 19(d).

(vi)Process. If COUNTY provides SERVICE PROVIDER with a Notice of Termination, then upon notification, the following procedures apply:

(A) SERVICE PROVIDER shall halt all work on the Project Property and shall not seek payment from COUNTY for any work performed after delivery of the Notice of Termination.

(B) The Project Property shall remain the property of SERVICE PROVIDER, unless the Project Property is transferred to COUNTY pursuant to Section 12(d)(ii) or COUNTY elects to exercise its option to purchase the Project Property in accordance with the terms and conditions set forth in Section 12(d)(iii).

e. *Default by COUNTY*:

Notwithstanding anything to the contrary herein, if COUNTY fails to pay any amount when due hereunder, and such failure or delay is not caused by or attributable to a delay in COUNTY's receipt of funding from the State or an event of Force Majeure: (a) and such failure continues for ten (10) business days after COUNTY's receipt of written notice of nonpayment; or (b) more than five (5) times during the Term, then SERVICE PROVIDER may:

(1) retain all prior payments received as compensation for Services properly performed hereunder and take all actions necessary to receive all outstanding payments for Services properly performed hereunder,

(2) cease providing any services under this Agreement (including the Services) unless and until such breach is cured to SERVICE PROVIDER's reasonable satisfaction, and

(3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to COUNTY.

13. **Limited Warranty**.

a. SERVICE PROVIDER warrants that it shall perform the Services in Exhibit B, in accordance with the terms and subject to the conditions set out in this Agreement:

(i) Using personnel of industry standard skill, experience, and qualifications; and

(ii) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

b. SERVICE PROVIDER warrants that it shall operate the Project in accordance with the Operations Plan, Monitoring Plan, and Maintenance Plan, each as described in Exhibit B and approved by COUNTY.

c. SERVICE PROVIDER MAKES NO WARRANTIES, EXCEPT FOR THAT PROVIDED IN THIS SECTION 13. ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

d. Following the end of the Monitoring Period, SERVICE PROVIDER shall have no liability arising from, or in connection with, the failure of the Project to meet the Project Outcomes, except with respect to (i) claims (if any) that have been initiated prior to the end of the Monitoring Period and (ii) losses or damages arising from fraud or willful neglect of SERVICE PROVIDER or anyone acting under the supervision of or upon the direction of SERVICE PROVIDER. Nothing stated herein shall be construed to relieve SERVICE PROVIDER of its maintenance obligations as provided in Section 19(f).

14. **Subcontractors.**

SERVICE PROVIDER shall be permitted, at its sole cost and expense, to enter into one or more agreements with third parties for the performance of all or any portion of the Services (each, a "Subcontractor"). SERVICE PROVIDER shall direct and supervise such Subcontractors consistent with SERVICE PROVIDER's obligations hereunder and shall be directly responsible for all work performed by such Subcontractors.

15. **Insurance**. From and after the Effective Date until this Agreement expires or is terminated, SERVICE PROVIDER shall maintain, on a primary basis and at its sole expense, the following insurance coverages, with the limits and endorsements described in this Section 15. The requirements contained in this Section 15, as well as COUNTY's review or acceptance of insurance maintained by SERVICE PROVIDER, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by SERVICE PROVIDER under this Agreement. All insurance shall be written with an insurer licensed to do business in the State and having an A. M. Best Rating of at least the "A" category and financial size category of "Class VIII".

a. Commercial General Liability. SERVICE PROVIDER shall maintain Commercial General Liability at a limit of liability not less than $2,000,000.00 Each Occurrence. The policy shall cover Product/Completed Operations, Contractual Liability and Cross Liability and shall not contain any endorsement(s) excluding nor limiting same other than a $2,000,000 limit on primary coverage and a $50,000,000 limit in aggregate on SERVICE PROVIDER's Completed Operations coverage.

b. Business Automobile Liability. SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than $2,000,000.00

Combined Single Limit. Coverage shall include liability for Owned, Non-Owned & Hired automobiles and shall be primary over any other available insurance.

c. Pollution Liability. SERVICE PROVIDER shall maintain Pollution Liability at a minimum limit not less than $2,000,000.00 Each Occurrence / $4,000,000.00 Aggregate.

d. Excess Liability. SERVICE PROVIDER shall maintain Excess Liability at a limit of liability not less than $5,000,000.00 Each Occurrence / $10,000,000.00 Aggregate. SERVICE PROVIDER shall include each required policy herein as an underlying policy on the Excess Liability. SERVICE PROVIDER shall endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Excess Liability provides coverage on a "True Following-Form" basis. Excess Liability may be satisfied by multiple layers of coverage.

e. Workers' Compensation & Employers' Liability. SERVICE PROVIDER shall maintain Worker's Compensation Insurance & Employers' Liability in compliance with Chapter 440, Florida Statutes. SERVICE PROVIDER shall maintain Employer Liability Limits not less than $1,000,000.00 Each Accident, $1,000,000.00 Disease Each Employee, and $1,000,000.00 Disease Policy Limit.

f. Claims Made Coverage. For policies written on a "Claims-Made" basis, SERVICE PROVIDER shall maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement.

g. Additional Insured and Waiver of Subrogation. "Polk County, a political subdivision of the State of Florida" shall be named as an additional insured with respect to all work being performed for COUNTY, the General Commercial Liability, Business Automobile Liability, Pollution Liability, and Excess Liability policies of insurance. The certificate holder must be "Polk County, a political subdivision of the State of Florida, 330 W. Church Street, Room 150, Bartow, Florida 33830". All policies shall contain a waiver of subrogation in favor of COUNTY.

h. Certificates of Insurance. Prior to the Effective Date, SERVICE PROVIDER shall provide COUNTY Certificate(s) of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions, and endorsements required by this Agreement are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) calendar day duty to notify due to cancellation, material change in coverage, or non-renewal of coverage. Each Certificate should state that "Polk County, a political subdivision of the State of Florida" is the holder of the Certificate. SERVICE PROVIDER shall deliver the Certificate(s) of Insurance to the following:

Original to: Polk County
Attention: Director, Risk Manager Division
Risk Management Division
P.O. Box 9005, Drawer AS06
1250 Golfview Drive
Bartow, Florida 33831-9005

And to: Polk County
Natural Resources Division
4177 Ben Durrance Road
Bartow, Florida 33831
Attention: Director

i. Deductibles or Self-Insured Retention. SERVICE PROVIDER shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds $100,000.00 for any of the foregoing required policies, COUNTY reserves the right, but not the obligation, to review and request a copy of SERVICE PROVIDER's most recent unaudited financial statements to determine the reasonability of the retention levels, based on the financial capacity of SERVICE PROVIDER.

16. **Indemnification**.

a. SERVICE PROVIDER hereby covenants and agrees to fully defend, indemnify, and hold harmless COUNTY from and against any and all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees whether incurred in court, arbitration, appellate, post-judgment, bankruptcy, or other proceedings), orders, judgments, decrees, damages, or losses ("Damages") that COUNTY may incur in connection with any claim, suit, or cause of action by any third party caused in whole or in part by, arising out of, or resulting from (a) a breach by SERVICE PROVIDER of any of its obligations under this Agreement, (b) willful misconduct of SERVICE PROVIDER or any Subcontractor, or (c) a negligent act or omission of SERVICE PROVIDER or any Subcontractor. Notwithstanding any provision to the contrary, SERVICE PROVIDER's indemnification obligations do not extend to Damages to the extent caused by any negligence, recklessness, or willful misconduct on the part of COUNTY. SERVICE PROVIDER acknowledges that twenty five dollars ($25.00) paid by COUNTY from the moneys payable to SERVICE PROVIDER is separate and distinct consideration for the giving of this indemnity and hold harmless, and SERVICE PROVIDER acknowledges and agrees COUNTY would not enter into this Agreement without this indemnification of COUNTY by SERVICE

PROVIDER, and that COUNTY's entering into this Agreement, in addition to the foregoing, shall constitute good and sufficient consideration. This indemnity and hold harmless obligation requirement does not limit any additional compensation available from insurance, bonding, or equitable and legal remedies available under this Agreement; *provided that* COUNTY's right to indemnification pursuant to this Section 16 shall be reduced by all proceeds actually received by COUNTY from, under, or pursuant to (i) any insurance policy maintained by SERVICE PROVIDER pursuant to the requirements of Section 15 and/or (ii) the performance and payment bonds maintained pursuant to the requirements of Section 8, and COUNTY shall reimburse SERVICE CONTRACTOR for any proceeds subsequently received from such insurance policies, performance bonds, or payment bonds, to the extent that SERVICE PROVIDER would not have otherwise owed COUNTY if such proceeds were available when SERVICE PROVIDER originally indemnified COUNTY.

b. COUNTY agrees to give prompt notice in writing to SERVICE PROVIDER of the assertion of any claim or the commencement of any claim, suit, cause of action, or proceeding by any third party ("Third Party Claim") in respect of which indemnity may be sought under this Section 16. Such notice shall set forth in reasonable detail such Third Party Claim and the basis for indemnification (taking into account the information then available to COUNTY). The failure to so notify SERVICE PROVIDER shall not relieve SERVICE PROVIDER of its obligations hereunder, except to the extent such failure shall have adversely prejudiced SERVICE PROVIDER.

c. SERVICE PROVIDER shall be entitled to participate in the defense of any Third Party Claim and, subject to the limitations set forth in this Section 16, shall be entitled to control and appoint lead counsel for such defense, in each case at its own expense, subject to COUNTY's approval of such appointment, which shall not be unreasonably withheld.

d. If SERVICE PROVIDER shall assume the control of the defense of any Third Party Claim in accordance with the provisions of this Section 16, (i) SERVICE PROVIDER shall obtain the prior written consent of COUNTY (which shall not be unreasonably withheld) before entering into any settlement of such Third Party Claim and (ii) COUNTY shall be entitled to participate in the defense of any Third Party Claim and to employ separate counsel of its choice for such purpose. The fees and expenses of such separate counsel shall be paid by COUNTY.

e. Each Party shall cooperate, and cause their respective affiliates to cooperate, in the defense or prosecution of any Third Party Claim and shall furnish or cause to be furnished such records, information and testimony, and attend such

conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

f. This indemnity and hold harmless obligation shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

g. For the purpose of this Section 16, the "COUNTY" shall be deemed to include the COUNTY Commissioners and the COUNTY's officers, agents, employees, and affiliates, and the "SERVICE PROVIDER" shall be deemed to include Subcontractors, sub-Subcontractors of any tier, and their respective officers, agents, employees, and affiliates.

17. **Sovereign Immunity.**

The Sovereign Immunity of COUNTY is not waived with respect to participation in, or approval of, any part of the Project or its operation, including, but not limited to, interconnection of the Project with any other infrastructure or project. COUNTY has Sovereign Immunity with respect to design, construction, and operation of the Project. Without limiting the generality of the foregoing, nothing stated in this Agreement shall serve as a waiver of COUNTY's rights of Sovereign Immunity or an increase of the liability limits set forth in Section 768.28, Florida Statutes or otherwise be construed in any way to affect COUNTY's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes, as amended from time to time.

18. **COUNTY's Obligations.**

a. COUNTY shall:

(1) Promptly review each Project deliverable (including the Operations Plan, Monitoring Plan, and Maintenance Plan) submitted by SERVICE PROVIDER to COUNTY or its representatives to verify compliance with the terms of this Agreement, including Exhibit B. Within 30 days of receipt by COUNTY or its representative, COUNTY shall provide SERVICE PROVIDER with approval of such Project deliverable or questions and/or comments that are consistent with the scope of the Project set forth on Exhibit B; *provided that* the Signed and Sealed Design Package described in Exhibit B shall not be subject to the review period or require COUNTY approval. COUNTY may delegate review of the Project deliverables to a water resources engineer ("WRE") contracted by COUNTY at its expense. The WRE must be approved in writing by SERVICE PROVIDER (such approval not to be unreasonably withheld) and have experience commensurate with the Project, including experience performing hydrologic and water quality monitoring of surface water at the landscape scale and/or in connection

with restoration projects within the region. Notwithstanding any provision of this Agreement to the contrary, if neither COUNTY nor the WRE provides approval, questions, and/or comments with respect to a Project deliverable within 30 days of its submittal, such Project deliverable shall be deemed approved by COUNTY for purposes of this Agreement.

(2) Review the design for the Project, as required under Section 255.065(7)(a)2, Florida Statutes. If the design conforms to the standards established in Exhibit B, the design for the Project will be approved by COUNTY within a reasonable amount of time following receipt, which in no event shall be longer than 30 days.

(3) Respond promptly to requests from SERVICE PROVIDER for instructions, information, or approvals required by SERVICE PROVIDER to provide the Services under this Agreement.

(4) Promptly issue NTPs for all Tasks for which State funding has been appropriated and a corresponding grant agreement between the COUNTY and the State or any department, agency, subdivision or other government or quasi-governmental instrumentality of the State has been fully executed; *provided that* COUNTY has no obligation to issue NTPs for Tasks 10-14 prior to (x) COUNTY's approval of the Project design in accordance with Section 18(a)(2) above and (y) COUNTY's receipt of the Quality Control Plan defined and described in Exhibit B. Subject to Section 8(d), following issuance of the Task 10 NTP, mobilization will commence as soon as SERVICE PROVIDER has received the required permits.

(5) Promptly provide SERVICE PROVIDER with any data independently collected by COUNTY or its representatives in connection with the Project, including data collected to monitor the status of the Services and/or verify that the Project has met the Project Outcomes or is on track to meet the Project Outcomes.

b. This Agreement does not provide SERVICE PROVIDER access to any COUNTY property, equipment, or services.

c. Prior to the transfer of the Project Property to COUNTY pursuant to Section 7(b), COUNTY has no responsibilities over the Project or the Project Property, other than as described in this Agreement.

d. The transfer of the Project Property to COUNTY pursuant to Section 7(b), Section 12(d)(ii), or Section 12(d)(iii) does not obligate COUNTY to pay any obligation of SERVICE PROVIDER incurred with respect to the Project Property prior to such transfer, unless otherwise agreed by the Parties. After the transfer of the Project

Property to COUNTY, COUNTY shall be responsible for all Project costs.

e. COUNTY represents and warrants to SERVICE PROVIDER that the right of way commonly referred to as the Bartow Northern Connector is a public right of way and that SERVICE PROVIDER does not need any permit or easement to use the Bartow Northern Connector for pedestrian and vehicular ingress and egress between Hwy 17N and the Project Property. Unless required under applicable law, COUNTY shall take no action to interfere with SERVICE PROVIDER's use of the Bartow Northern Connector to access the Project Property. In the event that clearing or other improvements are required to permit such ingress and egress and such improvements require COUNTY permits, COUNTY shall promptly issue the required permits following receipt of SERVICE PROVIDER's completed permit application.

f. COUNTY shall provide support and take all actions reasonably requested by SERVICE PROVIDER in connection with all access easements requested by SERVICE PROVIDER from third parties, including the State, in connection with the Project, and SERVICE PROVIDER shall reimburse COUNTY for all reasonable out-of-pocket costs incurred by COUNTY in connection with such requested support and actions; *provided that* COUNTY submit to SERVICE PROVIDER a written request for reimbursement within 30 days of COUNTY's receipt of an invoice for such costs..

g. Prior to or at Property Closing, COUNTY shall provide SERVICE PROVIDER with written certification stating that the purchase of the Project Property complies with all laws, ordinances, codes, rules, orders, regulations, and requirements of any governmental authority applicable to such purchase.

h. COUNTY shall be solely responsible for monitoring and maintaining the Project and the Project Property following the end of the Operation Period. SERVICE PROVIDER shall have no obligations with respect to the long-term monitoring and maintenance of the Project and shall have no liability arising from, or in connection with, COUNTY's failure to monitor and/or maintain the Project following the end of the Operation Period.

19. **Service Provider's Responsibility.**

a. Access

(1) Upon delivery of email or written notice, at least 24 hours in advance, SERVICE PROVIDER shall provide escorted access to COUNTY Commissioners, COUNTY employees, or representatives of entities sponsoring the development of the Project for the purpose of inspection, monitoring and ensuring the Project deliverables pursuant to this Agreement are met.

(2) There shall be no general public access to the Project Property.

(3) Subject to Sections 18(e) and 18(f), SERVICE PROVIDER will be responsible for obtaining all easements over private streets or private property for such ingress to, and egress from, the Project Property as is necessary for SERVICE PROVIDER to complete the Services.

b. Project Information

SERVICE PROVIDER shall respond promptly to reasonable requests, comments, and questions received from COUNTY regarding the Project and Project deliverables; *provided that* SERVICE PROVIDER may continue to move forward with its performance of the Services while preparing its response to COUNTY, whether such requests, comments, and questions are received in connection with COUNTY's review of a Project deliverable or otherwise. In particular, subject to Section 11(d), SERVICE PROVIDER shall comply with all reporting requirements (including construction and financial information) set forth in State funding agreements for the Project and shall, upon request, provide a certified statement that each Subcontractor has been paid by SERVICE PROVIDER in accordance with the terms of the subcontract between SERVICE PROVIDER and such Subcontractor.

c. Permits

SERVICE PROVIDER will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to obtain the permits required under applicable law to implement the Project. During the Term of this Agreement, SERVICE PROVIDER will comply in all material respects with the terms and requirements of such permits, including the Environmental Resource Permit issued by the Southwest Florida Water Management District in connection with the Project.

d. Project Documents

SERVICE PROVIDER will use its reasonable best efforts to transfer any and all plans, designs, drawings, CAD files, studies, analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Project or this Agreement and paid for using funds provided by COUNTY hereunder (collectively, the "Project Documents") prior to or at Property Closing. Any Project Documents not transferred prior to or at Property Closing will be transferred to COUNTY by SERVICE PROVIDER as soon as possible after Property Closing. SERVICE PROVIDER shall not be liable for any damages, injury, or costs associated with COUNTY's use or distribution of the Project Documents once transferred to COUNTY.

e. Monitoring Period: Compliance, Monitoring, and Reassessment

During the Monitoring Period, SERVICE PROVIDER will monitor the Project to ensure that it achieves the Project Outcomes. The monitoring data will be included in the quarterly reports submitted to COUNTY as part of Task 13.B (*Quarterly Reporting*). During the Monitoring Period, if the Project is not progressing to meet one or more Project Outcomes as described in Task 13.E of Exhibit B, SERVICE PROVIDER shall prepare and submit an adaptive monitoring and management plan to COUNTY. After 10 years of monitoring, if the monitoring data indicates that the Project is not meeting the Project Outcomes, SERVICE PROVIDER will be responsible for demonstrating within 180 days that it is working in good faith to implement the adaptive management measures necessary for the Project to meet the Project Outcomes. COUNTY shall be notified if any proposed adaptive management measures affect any permits issued for the Project, operations, or typical maintenance activities. COUNTY shall not be responsible for compensating SERVICE PROVIDER for any changes resulting from, or adaptive management measures required by, a permit modification sought by SERVICE PROVIDER after the Monitoring Commencement Date to ensure that the Project Outcomes are met. Notwithstanding any provision of this Agreement to the contrary, changes or modifications to the completed and/or authorized permits, means and methods proposed by SERVICE PROVIDER, Operations Plan, Maintenance Plan, or Monitoring Plan requested by COUNTY and agreed by SERVICE PROVIDER prior to the transfer of the Project Property to COUNTY will require SERVICE PROVIDER to be compensated by COUNTY for any additional costs incurred as a result of, or in connection with, such changes or modifications; *provided that* such changes or modifications are not required to meet the Project Outcomes.

f. Maintenance Period

During the Maintenance Period, SERVICE PROVIDER will inspect and maintain the Project Property in accordance with the Maintenance Plan (as described in Exhibit B); *provided that* SERVICE PROVIDER shall not be responsible for meeting any performance measures, Project Outcomes, or other success criteria during the Maintenance Period. Service Provider's activities during the Maintenance Period shall include regularly scheduled inspections, maintenance of Project components, stabilization of exposed areas to prevent soil erosion, and removal of nuisance/exotic vegetation. During the Maintenance Period, SERVICE PROVIDER will provide COUNTY with an annual certification statement as part of Task 13.D, which will, among other things, indicate that the Project was operated and maintained consistent with the approved plans and permits during the previous operational year and continues to operate as designed.

g. Termination of Service Provider's Responsibilities

Following the Property Closing, SERVICE PROVIDER shall have no obligations with respect to the Project, other than as set forth in Sections 7(b) and 19(d).

h. Termination of Lease Agreement

Prior to the Monitoring Commencement Date, SERVICE PROVIDER will take all actions necessary to terminate the Lease Agreement and shall provide COUNTY with evidence of such termination.

20. **Representations and Warranties of SERVICE PROVIDER.** As a material inducement for COUNTY to enter into this Agreement, SERVICE PROVIDER represents and warrants to COUNTY as follows:

a. As of the Effective Date and the Property Closing, SERVICE PROVIDER is vested with good and marketable fee simple title to the Project Property free and clear of all Liens, other than Permitted Exceptions.

b. SERVICE PROVIDER has full power and authority and is duly authorized to enter into this Agreement and to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder. Neither this Agreement, nor SERVICE PROVIDER's observance of its obligations hereunder, contravene any provision of law, trust, indenture, or agreement binding SERVICE PROVIDER, and when executed the instruments required from SERVICE PROVIDER hereunder shall constitute valid and binding obligations of SERVICE PROVIDER in accordance with their terms.

c. As of the Effective Date, SERVICE PROVIDER has not received any notice from any governmental authority claiming a violation of law, ordinance, code, rule, order, regulation, or requirement of any governmental authority with respect to the Project Property that has not been fully and completely resolved to the satisfaction of such authority. SERVICE PROVIDER shall use its reasonable best efforts to cure prior to the Property Closing any such violation notice which is issued between the Effective Date and the Property Closing.

d. SERVICE PROVIDER has not received any notice that the Project Property, or any portion thereof, is or will be subject to any condemnation, eminent domain, or similar proceeding, and, to SERVICE PROVIDER's Knowledge, there is no such proceeding threatened.

e. To SERVICE PROVIDER's Knowledge, there are no hazardous or toxic substances, materials, or waste of any kind which is regulated by any environmental law (referred to hereinafter collectively as "Hazardous Materials") located on, in, or under any portion of the Project Property, nor, to SERVICE PROVIDER's Knowledge, have any Hazardous Materials been treated, stored, or disposed on, in, or under any portion of the Project Property. To SERVICE PROVIDER's Knowledge, there are no Hazardous Material

storage tanks located on the Project Property, either above or below ground.

f. Except for the ROFR and the easement and other agreements listed on Exhibit A, SERVICE PROVIDER has not entered into any leases, licenses, contracts, agreements, or permits regarding the use of the Project Property or any portion thereof. Except for Wilson under the Lease Agreement, there is no tenant or other occupant of the Property having any right or claim to possession or use of the Project Property pursuant to an agreement with SERVICE PROVIDER, whether written or otherwise. At the Property Closing, SERVICE PROVIDER shall deliver possession of the Project Property to COUNTY free of rights or claims of any tenants, occupants, or parties in possession other than, if the Monitoring Commencement Date has not occurred, Wilson under the Lease Agreement.

g. There are no suits, actions, or proceedings pending or, to SERVICE PROVIDER's Knowledge, threatened against or affecting the Project Property.

h. All expenses accrued by SERVICE PROVIDER prior to the Property Closing as a result of its ownership of the Project Property shall be paid by SERVICE PROVIDER at or prior to the Property Closing.

i. SERVICE PROVIDER has not been found liable in a State circuit court or federal court of violating any State or federal law prohibiting discrimination based on race, gender, national origin, disability, or religion within the last five years and, to SERVICE PROVIDER's Knowledge, is not on the "discriminatory vendor list" maintained by the Florida Department of Management Services per the requirements of Section 287.134, Florida Statutes.

j. SERVICE PROVIDER has not been convicted of a public entity crime (as defined in Section 287.133, Florida Statutes) in any federal or State trial court within the last five years, and, to SERVICE PROVIDER's Knowledge, is not on the "convicted vendor list" maintained by the Florida Department of Management Services per the requirements of Section 287.133, Florida Statutes. If during the Term, SERVICE PROVIDER or any person or entity who controls the SERVICE PROVIDER is convicted of a public entity crime, or is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with Polk County pursuant to Section 287.133 or Section 287.134, Florida Statutes, then upon the occurrence of any of the foregoing, SERVICE PROVIDER shall be in material default of this Agreement and subject to the COUNTY's rights and remedies stated herein.

k. From and after the Effective Date until the Property Closing, SERVICE PROVIDER shall not: (i) commit or permit to be committed any material waste to the Property or the Project; (ii) enter into any agreement or instrument or take

any action which would cause or constitute a lien or other encumbrance on the Property, or which would be outside the normal scope of maintaining and operating the Property, without the prior written consent of COUNTY. For purposes of this Section 20(k), "waste" means a failure by SERVICE PROVIDER to keep the Project and the Project Property in good repair that materially reduces the value of the Project or the Project Property.

l. To SERVICE PROVIDER's Knowledge, there are no changes contemplated in any applicable State laws, ordinances, or restrictions, or any judicial or State administrative action, or any action by adjacent landowners (other than COUNTY) that would have a material adverse effect upon the Property or its use for the Project.

m. To SERVICE PROVIDER's Knowledge, there is no significant adverse condition relating to the Property that would have a material adverse effect upon the Property or its use for the Project other than conditions SERVICE PROVIDER has specifically disclosed in writing to COUNTY.

SERVICE PROVIDER expressly agrees that all the foregoing representations and warranties are true, correct, and complete as of the Effective Date. All representations and warranties made by SERVICE PROVIDER in connection with the Property Closing shall be true, correct, and complete in all material respects at the Property Closing and shall survive the Property Closing for a period of six months. If any representation or warranty is found to be materially untrue on or before the Property Closing, or if SERVICE PROVIDER shall not have performed in all material respects all of its obligations hereunder required to be performed by it on or prior to the Property Closing, SERVICE PROVIDER may elect to unilaterally delay the Property Closing for 30 days. If after expiration of the 30-day period, SERVICE PROVIDER cannot timely fulfill its obligations, then COUNTY may pursue the remedies described in Section 12 herein, including, without limitation, calling the performance bond.

21. **Taxes.**

SERVICE PROVIDER shall be solely responsible for paying any property taxes incurred on the Project Property during the Term and for obtaining any necessary exemptions related to the Project Property. COUNTY shall be solely responsible for paying all property taxes incurred on the Project Property on or after the date of the Property Closing.

22. **Compatible Uses.**

During the Term of this Agreement, any anthropogenic activities within the Project Property that add a nutrient load are strictly prohibited. Notwithstanding any provision of this Agreement to the contrary, SERVICE PROVIDER shall retain the right to permit restricted access to the Project Property in order to generate additional revenue through compatible uses such as native plant harvesting, alligator egg harvesting, and all forms of eco-tourism, including guided tours and

fishing.

23. **Intellectual Property**.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to COUNTY under this Agreement or prepared by or on behalf of SERVICE PROVIDER in the course of performing the Services shall be owned by SERVICE PROVIDER. SERVICE PROVIDER hereby grants COUNTY a license to use all Intellectual Property Rights in the Tasks free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sub-licensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable COUNTY to make reasonable use of the Tasks and the Services at the completion of the Project.

24. **Limitation of Liability**.

a. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. EACH PARTY EXPRESSLY AGREES THAT THE OFFICERS, DIRECTORS, BOARD MEMBERS, AFFILIATES, SHAREHOLDERS, AND EMPLOYEES OF ANY DEFAULTING OR BREACHING PARTY HEREUNDER ARE NOT LIABLE, IN THEIR INDIVIDUAL CAPACITY, FOR ANY COSTS, EXPENSES, LOSSES, OR DAMAGES ARISING FROM SUCH PARTY'S BREACH OR DEFAULT UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

25. **Project Manager**.

Within two weeks of the Effective Date, each Party shall provide the other Party with

the name, telephone number, and email address of its project manager (each, a "Project Manager"). Each Party will promptly notify the other Party of any changes in such contact information.

26. **Memorandum of Agreement**.

Immediately following the Effective Date, SERVICE PROVIDER and COUNTY will execute the MOA and have it notarized. Once executed and notarized by both Parties, SERVICE PROVIDER will promptly record the MOA in the public records of Polk County, Florida.

27. **Miscellaneous**.

a. *Force Majeure.* If an event of Force Majeure occurs and it prevents or delays the performance by a Party of its obligations under this Agreement, the Party affected shall be temporarily excused from the timely performance of such obligations. "Force Majeure" is defined as any event which is beyond the reasonable control of the nonperforming Party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, other weather events, epidemic, war, riot, strikes, civil disturbance, sabotage, shortages of labor and materials, delays caused by the other Party or any third party, the migration of endangered species onto the Project Property, discovery of environmental contamination or other adverse site conditions and governmental actions, including delays in permitting or approvals from any governing bodies not caused by or attributable to the negligence of the Party claiming an event of Force Majeure. 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 should 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 the continuance of the event of Force Majeure and for a reasonable time thereafter. 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.

If an event of Force Majeure occurs during the Maintenance Period, SERVICE PROVIDER shall, without any additional consideration, (i) take all actions required under the SWFWMD Environmental Resource Permit to repair damage to the Project and Project Property caused by, or resulting from, such event of Force Majeure, (ii) if insurance proceeds are received by SERVICE PROVIDER as a result of damage to the Project or Project Property, either, at SERVICE PROVIDER's sole discretion, use such proceeds to repair the damage to the Project and Project Property or assign such proceeds to COUNTY, and (iii) upon COUNTY's request, use its reasonable best efforts in coordination with COUNTY to secure State or federal funding to repair the Project and/or Project Property. Except as set forth in the preceding sentence, SERVICE PROVIDER shall have no obligation to repair, or to fund the repair of, any damage to the Project or the Project Property caused by, or resulting from, an event of Force Majeure that occurs during the Maintenance Period.

b. *Amendments.* This Agreement may not be changed, amended, or modified except by an instrument in writing signed by all Parties.

c. *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be the courts of the Tenth Judicial Circuit, Polk County, Florida. Each party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

d. *Counterparts; Execution.* This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement is duly authorized to sign this Agreement.

e. *Notices.* All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth on their signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this Section 27(e)). Unless otherwise agreed herein, all notices must be delivered by (i) personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid) or (ii) by electronic mail addressed to the electronic mail address set forth on the signature page hereto for the Party to be

notified with a confirmation copy delivered by another method permitted under this paragraph. Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements hereof.

f. *Severability; Waiver; Entire Agreement.* If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. This Agreement (including any schedule, exhibits or amendments) embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the Project.

g. *Third Party Beneficiaries.* This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

h. *Assignment; Successors and Assigns.* This Agreement shall be binding upon the Parties and their respective successors and assigns; however, this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. The foregoing restriction shall not be deemed to prohibit the assignment or transfer of this Agreement by either Party to any third party that controls, is controlled by, or is under common control with, the assigning Party as long as the assignee agrees to assume all obligations of the assigning Party hereunder.

i. *Relationship of the Parties.* The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

j. *Compliance with Laws and Regulations.* In their performance pursuant to this Agreement, each Party shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of its performance, including those now in effect and hereafter adopted. Any material violation of this Section 27(j) shall constitute a material breach of this Agreement.

k. *Annual Appropriations.* SERVICE PROVIDER acknowledges that during any fiscal year 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, COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. COUNTY 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 COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, COUNTY's performance and obligation to pay SERVICE PROVIDER under this Agreement is contingent upon annual appropriations being made for that purpose.

l. *Public Records Law.*

(i) SERVICE PROVIDER acknowledges 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. SERVICE PROVIDER further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, SERVICE PROVIDER shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(ii) Without in any manner limiting the generality of the foregoing, to the extent applicable, SERVICE PROVIDER acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

A. keep and maintain public records required by COUNTY to perform the services required under this Agreement;

B. upon request from COUNTY's Custodian of Public Records or his/her designee, provide 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;

C. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if SERVICE PROVIDER does not transfer the records to COUNTY; and

D. upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of SERVICE PROVIDER or keep and maintain public records required by COUNTY to perform the service. If SERVICE PROVIDER transfers all public records to COUNTY upon completion of this Agreement, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SERVICE PROVIDER keeps and maintains public records upon completion of this Agreement, SERVICE PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY.

(iii) IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT 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

m. *Scrutinized Companies and Business Operations Certification; Termination.*

(i) Certification(s).

A. By its execution of this Agreement, SERVICE PROVIDER hereby certifies to COUNTY that SERVICE PROVIDER is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is SERVICE PROVIDER

engaged in a boycott of Israel, nor was SERVICE PROVIDER on such Boycott Israel List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to COUNTY with respect to this Agreement.

B. 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 SERVICE PROVIDER further certifies to COUNTY as follows:

- SERVICE PROVIDER is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

- SERVICE PROVIDER is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

- SERVICE PROVIDER is not engaged in business operations (as that term is defined in Section 287.135, Florida Statutes) in Cuba or Syria; and

- SERVICE PROVIDER was not on any of the lists referenced in this Section 27(m)(i)(B), nor engaged in business operations in Cuba or Syria when it submitted its proposal to COUNTY concerning the subject of this Agreement.

C. SERVICE PROVIDER hereby acknowledges that it is fully aware of the penalties that may be imposed upon SERVICE PROVIDER for submitting a false certification to COUNTY regarding the foregoing matters.

(ii) Termination. In addition to any other termination rights stated herein, COUNTY may immediately terminate this Agreement upon the occurrence of any of the following events:

A. SERVICE PROVIDER is found to have submitted a false certification to COUNTY with respect to any of the matters set forth in Section 27(m)(i)(A) above, or SERVICE PROVIDER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

B. SERVICE PROVIDER is found to have submitted a false

certification to COUNTY with respect to any of the matters set forth in Section 27(m)(i)(B) above, or SERVICE PROVIDER 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).

n. *Non-Discrimination.* SERVICE PROVIDER shall not discriminate against any employee or applicant for employment for work under this Agreement because of handicap, race, color, religion, sex, age, or national origin and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by SERVICE PROVIDER without regard to race, color, religion, sex, age or national origin. This provision shall include 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 apprenticeships.

o. *Unauthorized Aliens.* SERVICE PROVIDER shall not knowingly employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement.

p. *Employment Eligibility Verification (E-Verify).*

(1) Unless otherwise defined herein, terms used in this Section 27(p) 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, SERVICE PROVIDER, and any Subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of SERVICE PROVIDER or Subcontractor. SERVICE PROVIDER acknowledges and agrees that (i) COUNTY and SERVICE PROVIDER may not enter into this Agreement, and SERVICE PROVIDER 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 Section 27(p) and Section 448.095, Florida Statutes, is an express condition of this Agreement, and COUNTY may treat a failure to comply as a material breach of this Agreement.

(3) By entering into this Agreement, SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER, SERVICE PROVIDER may not be awarded a public contract for a period of 1 year after the date of termination. SERVICE PROVIDER shall be liable for any additional costs incurred by 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, COUNTY and SERVICE PROVIDER have executed this Agreement effective as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: Alison Holland
Deputy Clerk

Date Signed By Chair 10/17/23

Polk County, a political subdivision of the State of Florida

By:
George Lindsey III, Chair
Board of County Commissioners

Reviewed as to form and legal sufficiency:

Sarah B. Hall
County Attorney's Office

Polk County Address:

Polk County
4177 Ben Durrance Road
Bartow, Florida 33831
Attn: Tabitha Biehl
Email: tabithabiehl@polk-county.net

SERVICE PROVIDER:

HGS, LLC,
dba RES Environmental Operating Company

By:

Name: Donald Seaborn

Title: Chief Growth Officer

HGS, LLC Address:

c/o Resource Environmental Solutions, LLC
6575 West Loop South, Suite 300
Bellaire, Texas 77401
Attn: Legal Department
Email: scolomb@res.us

Exhibit A
PROJECT AREA DESCRIPTION AND CONCEPT MAP

A-1 Wilson Ranch Project Area Map

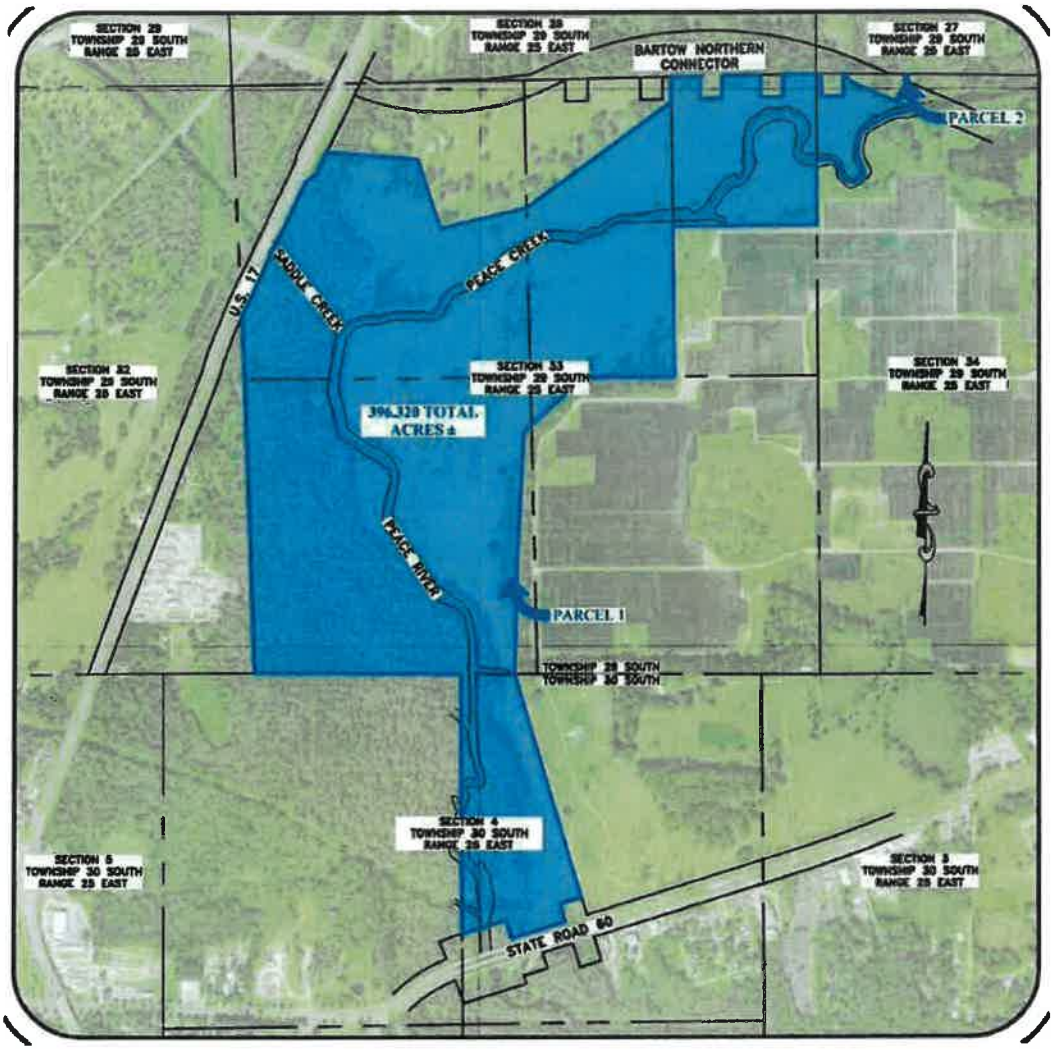


Exhibit A
PROJECT AREA DESCRIPTION AND CONCEPT MAP

A-2 Legal Description

PARCEL 1

A PARCEL OF LAND, LOCATED IN SECTION 33 AND 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 4, TOWNSHIP 30 SOUTH,

RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A

DISTANCE OF 50.01 FEET TO THE NORTHWEST CORNER OF THE FIFTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT

PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO THE SOUTHWEST CORNER OF

SAID PARCEL;

THENCE SOUTH 89°32'22" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO THE SOUTHEAST CORNER OF

SAID PARCEL;

THENCE NORTH 0°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO A POINT ON THE NORTH LINE OF

SAID SECTION 34 SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BARTOW NORTHERN CONNECTOR;

THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE

1) THENCE SOUTH 44°38'48" EAST, A DISTANCE OF 107.19 FEET;

2) THENCE SOUTH 66°46'00" EAST, A DISTANCE OF 300.34 FEET;

3) THENCE SOUTH 0°22'59" EAST, A DISTANCE OF 8.20 FEET;

4) THENCE SOUTH 89°31'45" EAST, A DISTANCE OF 19.42 FEET;

5) THENCE SOUTH 66°46'00" EAST, A DISTANCE OF 291.53 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL

RECORDS BOOK 9476 AT PAGE 182 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 11°33'29" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 9.92 FEET TO THE CENTERLINE OF PEACE CREEK;

THE FOLLOWING THIRTEEN (13) CALLS ARE ALONG SAID CENTERLINE OF PEACE CREEK:

1) THENCE SOUTH 78°57'42" WEST, A DISTANCE OF 227.52 FEET;

2) THENCE SOUTH 62°41'16" WEST, A DISTANCE OF 221.65 FEET;

3) THENCE SOUTH 41°36'23" WEST, A DISTANCE OF 102.14 FEET;

4) THENCE SOUTH 13°57'30" WEST, A DISTANCE OF 93.38 FEET;

5) THENCE SOUTH 3°29'19" WEST, A DISTANCE OF 91.12 FEET;

6) THENCE SOUTH 27°23'26" EAST, A DISTANCE OF 124.02 FEET;

7) THENCE SOUTH 4°27'46" EAST, A DISTANCE OF 84.59 FEET;

8) THENCE SOUTH 62°10'44" WEST, A DISTANCE OF 100.93 FEET;

9) THENCE NORTH 81°12'24" WEST, A DISTANCE OF 81.06 FEET;

10) THENCE NORTH 31°29'10" WEST, A DISTANCE OF 92.37 FEET;

11) THENCE NORTH 19°15'46" WEST, A DISTANCE OF 88.11 FEET;

12) THENCE NORTH 63°18'41" WEST, A DISTANCE OF 72.37 FEET;

13) THENCE SOUTH 86°23'58" WEST, A DISTANCE OF 121.88 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4)

OF SAID SECTION 33;

THENCE SOUTH 0°22'59" EAST ALONG SAID EAST LINE, A DISTANCE OF 578.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST

ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE SOUTH 89°18'16" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER

(1/4), A DISTANCE OF 1,311.30 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST

ONE-QUARTER (1/4);

THENCE SOUTH 0°52'23" EAST ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4)

OF SAID SECTION 33, A DISTANCE OF 1,345.02 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (1/4) OF THE

NORTHEAST ONE-QUARTER (1/4);

THENCE SOUTH 89°41'00" WEST ALONG THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 33, A DISTANCE OF 809.02 FEET TO A

POINT ON THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1238 OF THE PUBLIC RECORDS OF

POLK COUNTY, FLORIDA;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID WESTERLY LINE:

1) THENCE SOUTH 48°13'57" WEST, A DISTANCE OF 733.78 FEET;

2) THENCE SOUTH 2°57'56" WEST, A DISTANCE OF 1,078.50 FEET;

3) THENCE SOUTH 1°08'56" WEST, A DISTANCE OF 1,099.90 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33;

THENCE SOUTH 16°27'06" EAST, A DISTANCE OF 2,097.66 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 60;

THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE:

1) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 200.00 FEET;

2) THENCE SOUTH 17°16'34" EAST, A DISTANCE OF 168.00 FEET;

3) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 500.00 FEET;

4) THENCE NORTH 17°16'34" WEST, A DISTANCE OF 168.00 FEET;

5) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 406.48 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST ONE-QUARTER (1/4)

OF SAID SECTION 4;

THENCE NORTH 0°20'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 2,342.13 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST

ONE-QUARTER (1/4) OF SAID SECTION 4 SAID CORNER ALSO BEING ON THE SOUTH LINE OF SAID SECTION 33, TOWNSHIP 29 SOUTH,

RANGE 25 EAST;

THENCE NORTH 89°47'39" WEST ALONG SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 1,879.51 FEET TO THE SOUTHWEST CORNER OF

SAID SECTION 33;

THENCE NORTH 2°03'12" WEST ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF

2,641.73 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 2°41'48" WEST ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (1/4), A DISTANCE OF 567.33 FEET TO A POINT

ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 17 (STATE ROAD 555) SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE

CONCAVE SOUTHEASTERLY, SAID CURVE HAS A RADIUS OF 7,534.44 FEET, TO WHICH A RADIAL LINE BEARS NORTH 66°25'06" WEST;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID EASTERLY RIGHT-OF-WAY LINE:

1) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°17'02" AN ARC DISTANCE OF 300.35 FEET;

2) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 1,034.27 FEET;

3) THENCE NORTH 54°40'35" EAST, A DISTANCE OF 114.13 FEET;

4) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 225.08 FEET;

THENCE SOUTH 85°34'30" EAST, A DISTANCE OF 836.96 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL

RECORDS BOOK 7457 AT PAGE 1242 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 18°24'35" EAST, A DISTANCE OF 655.24 FEET;

THENCE NORTH 76°27'05" EAST, A DISTANCE OF 787.49 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (1/4) OF

SAID SECTION 33;

THENCE NORTH 53°49'51" EAST, A DISTANCE OF 1,608.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF

THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 0°52'23" WEST ALONG SAID WEST LINE, A DISTANCE OF 225.00 FEET TO THE NORTH LINE OF THE NORTHEAST

ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 88°55'55" EAST ALONG SAID NORTH LINE, A DISTANCE OF 272.80 FEET TO THE NORTHWEST CORNER OF THE SECOND

PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID SECOND PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090

AT PAGE 485, A DISTANCE OF 200.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 88°55'55" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO THE SOUTHEAST CORNER OF

SAID PARCEL;

THENCE NORTH 0°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO A POINT ON THE NORTH LINE OF

THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 88°55'55" EAST ALONG SAID NORTH LINE OF NORTHEAST ONE-QUARTER (1/4), A DISTANCE OF 350.03 FEET TO THE

NORTHWEST CORNER OF THE FIRST PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC

RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID FIRST PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT

PAGE 485, A DISTANCE OF 200.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 88°55'55" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO THE SOUTHEAST CORNER OF

SAID PARCEL;

THENCE NORTH 0°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO A POINT ON THE NORTH LINE OF

THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 88°55'55" EAST ALONG SAID NORTH LINE OF NORTHEAST ONE-QUARTER (1/4), A DISTANCE OF 300.02 FEET TO THE POINT

OF BEGINNING.

TOGETHER WITH:

PARCEL 2

A PARCEL OF LAND, LOCATED IN SECTION 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID

SECTION 33, A DISTANCE OF 800.09 FEET TO THE NORTHEAST CORNER OF THE SIXTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS

BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 24.53 FEET TO THE NORTHWEST

CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9476 AT PAGE 182 OF THE PUBLIC RECORDS OF POLK COUNTY,

FLORIDA;

THENCE SOUTH 11°33'29" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 70.40 FEET TO A POINT ON THE NORTHERLY

RIGHT-OF-WAY LINE OF THE BARTOW NORTHERN CONNECTOR;

THENCE NORTH 66°42'03" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 41.68 FEET TO A POINT ON THE EAST LINE

OF THE SIXTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY,FLORIDA;

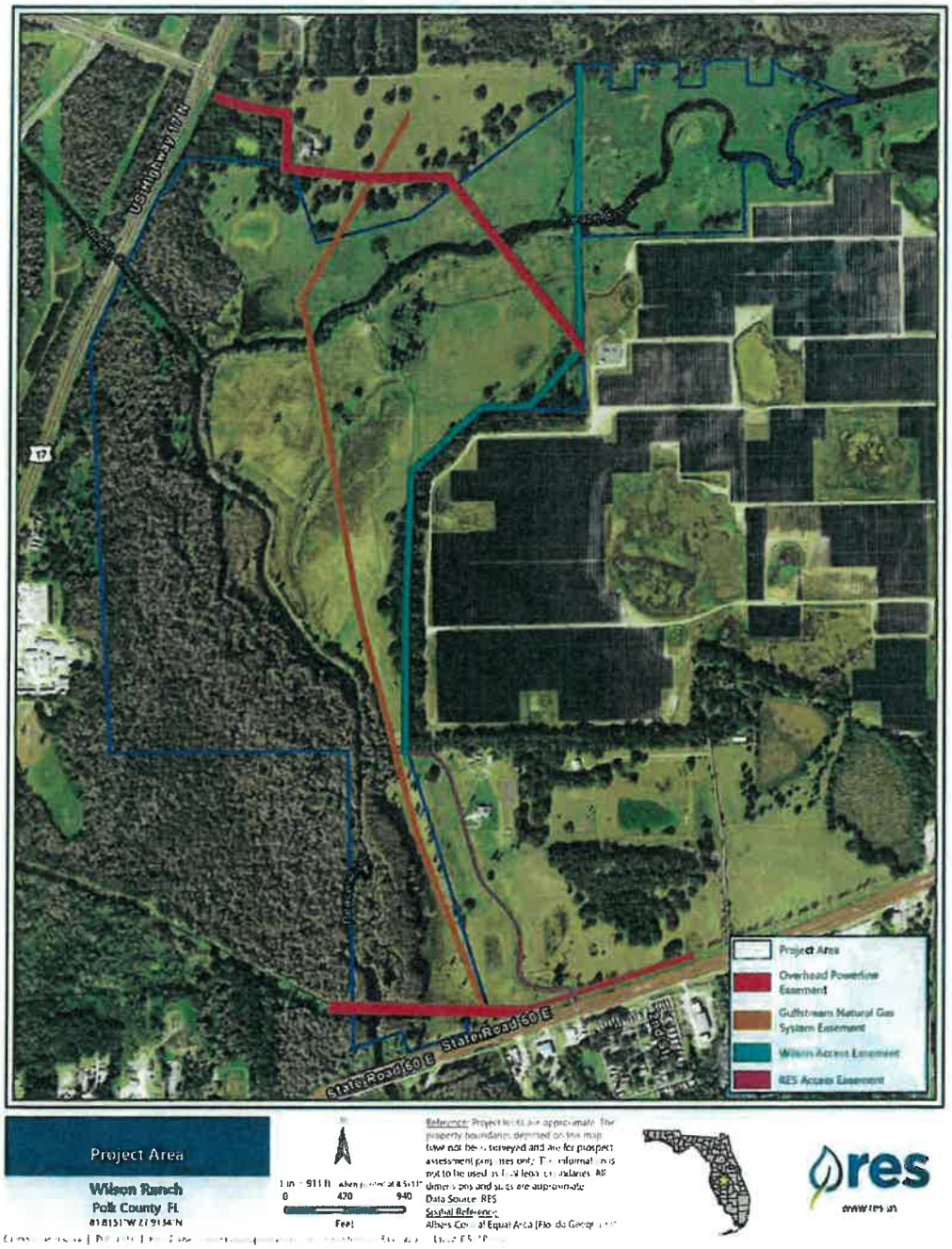
THENCE NORTH 00°22'51" WEST ALONG SAID EAST LINE, A DISTANCE OF 52.68 FEET TO THE POINT OF BEGINNING.

LOCATED IN POLK COUNTY, FLORIDA CONTAINING 396.320 ACRES MORE OR LESS.

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Exhibit A
PROJECT AREA DESCRIPTION AND CONCEPT MAP

A-3 Wilson Ranch Easement Map



A-4 Easements from Survey

1. BORROW PIT EASEMENT IN FAVOR OF THE STATE OF FLORIDA RECORDED IN DEED BOOK 683, PAGE 329, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 3
2. EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN DEED BOOK 992, PAGE 535, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 3
3. EXCLUSIVE UTILITY EASEMENT IN FAVOR OF THE CITY OF BARTOW RECORDED IN O.R. BOOK 4074, PAGE 286, AS AFFECTED BY PARTIAL RELEASE OF EASEMENT RECORDED IN O.R. BOOK 9519, PAGE 1416, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 1 (ABANDONED PORTION IN RIGHT-OF-WAY OF BARTOW NORTHERN CONNECTOR)
4. EXCLUSIVE UTILITY EASEMENT IN FAVOR OF THE CITY OF BARTOW RECORDED IN O.R. BOOK 4074, PAGE 289, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 1, 4 AND 5 (DOES NOT AFFECT PURCHASE PARCEL, EASEMENT FALLS IN THE IN THE RIGHT-OF-WAY OF BARTOW NORTHERN CONNECTOR)
5. EASEMENT IN FAVOR OF GULFSTREAM NATURAL GAS SYSTEM, LLC RECORDED IN O.R. BOOK 4776, PAGE 1339, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 4
6. EASEMENT AGREEMENT BETWEEN C. WILSON RANCH, INC. AND GULFSTREAM NATURAL GAS SYSTEM, LLC AS RECORDED IN O.R. BOOK 4776, PAGE 1328, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 1 AND 3
7. EASEMENT CONTAINED IN INSTRUMENT RECORDED OCTOBER I 8, 2007, UNDER O.R. BOOK 7457, PAGE 1242, AS AFFECTED BY PARTIAL RELEASE OF EASEMENTS RECORDED IN O.R. BOOK 9600, PAGE 132, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 4 (DOES NOT AFFECT PURCHASE PARCEL, EASEMENT WAS RELEASED AND NOW NOW THE RIGHT-OF-WAY OF BARTOW NORTHERN CONNECTOR)
8. EASEMENT IN FAVOR OF TAMPA ELECTRIC COMPANY RECORDED IN O.R. BOOK 10406, PAGE 1254, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 1, 4 AND 5

A-5 Newly Established Easements

RES to Mr. Wilson

A STRIP OF LAND, 50.00 FEET IN WIDTH, LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINES LOCATED IN SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST AND SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION 33,

THENCE NORTH 89°47'39" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 33, A DISTANCE OF 198.05 FEET;

THENCE SOUTH 16°27'01" EAST, A DISTANCE OF 21.58 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF EASEMENT;

THENCE NORTH 84°22'32" WEST, A DISTANCE OF 31.62 FEET;

THENCE NORTH 1°08'56" EAST, A DISTANCE OF 1,118.39 FEET;

THENCE NORTH 2°57'56" EAST, A DISTANCE OF 1,589.04 FEET;

THENCE NORTH 89°41'00" EAST, A DISTANCE OF 917.89 FEET;

THENCE NORTH 42°53'55" EAST, A DISTANCE OF 594.99 FEET;

THENCE NORTH 0°52'23" WEST, A DISTANCE OF 885.58 FEET;

THENCE NORTH 1°40'59" EAST, A DISTANCE OF 1,121.14 FEET;

THENCE NORTH 0°52'23" WEST, A DISTANCE OF 225.56 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF EASEMENT.

LOCATED IN POLK COUNTY, FLORIDA CONTAINING 7.436 ACRES MORE OR LESS.

Mr. Wilson to RES

A STRIP OF LAND, 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINES, LOCATED IN SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 4 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 60,

THENCE SOUTH 72°43'26" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1005.77 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF EASEMENT;

THENCE NORTH 17°16'34" WEST, A DISTANCE OF 33.56 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 60.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°37'08" AND AN ARC DISTANCE OF 82.33 FEET;

THENCE SOUTH 84°06'17" WEST, A DISTANCE OF 112.45 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF 150.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°58'51" AND AN ARC DISTANCE OF 47.07 FEET;

THENCE NORTH 77°54'51" WEST, A DISTANCE OF 108.87 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 125.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°12'16" AND AN ARC DISTANCE OF 183.71 FEET;

THENCE NORTH 6°17'24" EAST, A DISTANCE OF 153.91 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 425.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°50'54" AND AN ARC DISTANCE OF 354.92 FEET;

THENCE NORTH 41°33'30" WEST, A DISTANCE OF 192.89 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 450.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°46'57" AND AN ARC DISTANCE OF 210.35 FEET;

THENCE NORTH 14°46'33" WEST, A DISTANCE OF 377.60 FEET;

THENCE NORTH 15°32'04" WEST, A DISTANCE OF 351.20 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 350.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°43'39" AND AN ARC DISTANCE OF 254.90 FEET;

THENCE NORTH 84°22'32" WEST, A DISTANCE OF 181.32 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF EASEMENT.

LOCATED IN POLK COUNTY, FLORIDA CONTAINING 2.429 ACRES MORE OR LESS.

A-6 Other Encumbrances

Cattle Grazing Lease Agreement, dated July 1, 2022, between HGS, LLC and C. Wilson Ranch, Inc. The Cattle Grazing Lease Agreement is terminable by HGS, LLC for any reason without cause upon 90 days' written notice.

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Exhibit A
PROJECT AREA DESCRIPTION AND CONCEPT MAP

A-6 Wilson Ranch Project Concept

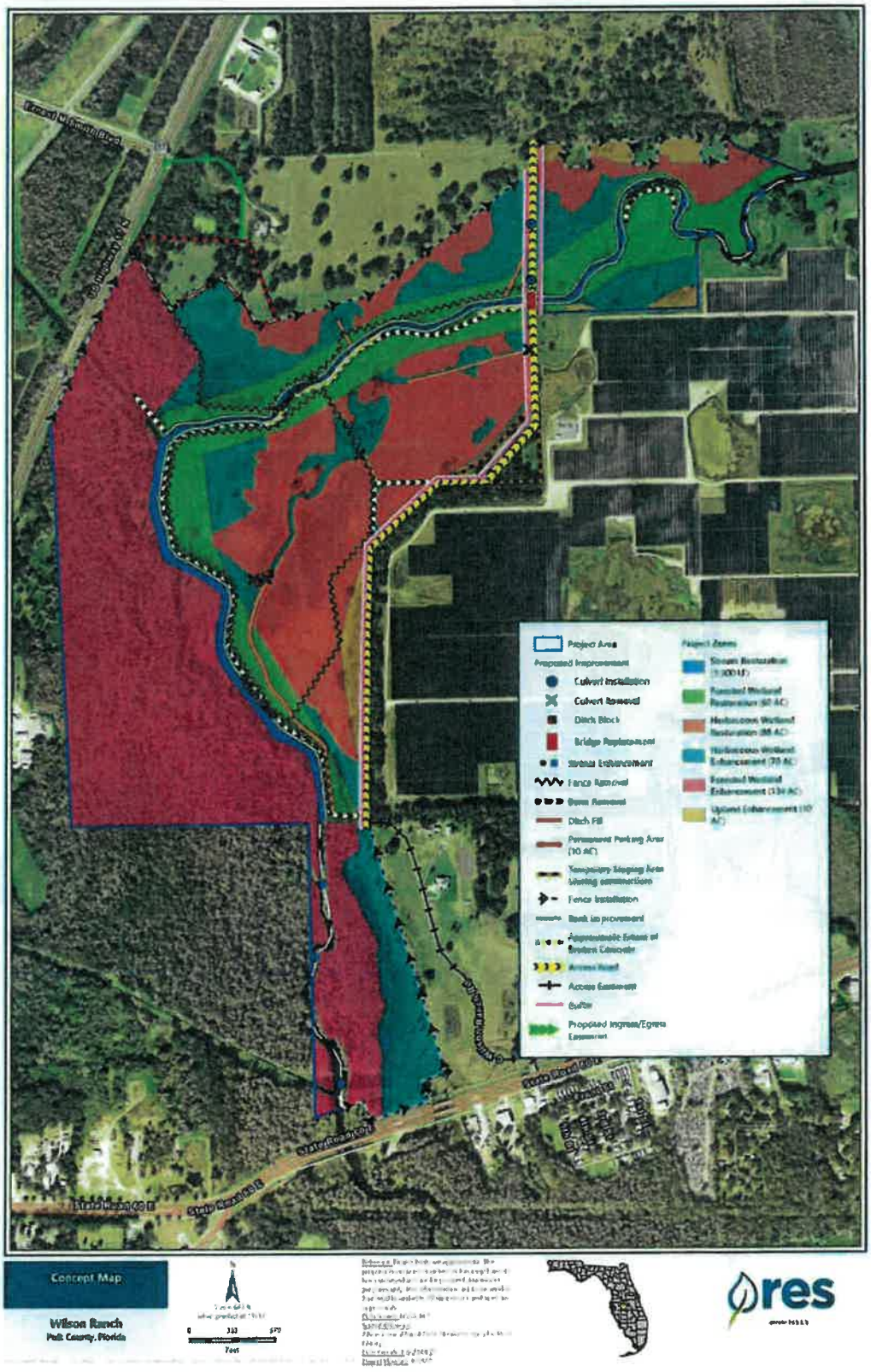


Exhibit B
STATEMENT OF WORK

A. DEFINITIONS

All capitalized terms used in this Statement of Work ("SOW") not otherwise expressly defined in this SOW shall have the same meanings assigned to such terms in the Agreement.

B. PROJECT OBJECTIVES

This SOW concerns approximately 400 acres as depicted and described in Exhibit A.

The Project is designed to provide hydrologic and ecologic restoration of lands where Saddle Creek and Peace Creek converge to form the headwaters of the Peace River, through the restoration of the floodplain and restoration of natural stream flows while improving the stream corridor which will incorporate natural materials and native vegetation into a design that brings the essential services of the stream back in balance. The Project also restores wildlife habitat that was lost over time as a result of the site being ditched and drained for agricultural practices over many decades.

Nearly 9,000 linear feet ("LF") of stream restoration of Peace Creek and the headwaters of the Peace River will be performed in addition to restoring and enhancing over 360 acres of wetland to improve water quality within the region, reduce invasive plant species within the area, provide for additional floodplain, and increase the range of wildlife habitat available to local species.

Restoration of the river channel will follow a natural channel design approach of using local reference reaches and regional data, while addressing site specific geomorphic and ecological functional deficits. As classified by the Florida Industrial and Phosphate Research Institute's Peninsular Florida Stream Systems: Guidance for Their Classification and Restoration (Kiefer et al 2015), Peace Creek and Peace River are low-gradient flatwoods alluvial floodscapes. These are sand bed systems with wide, shallow channels that are frequently connected via overbank flow to their large floodscapes, which contain diverse alluvial features such as anabranching channels, natural sand levees and vegetated islands.

Historically, portions of the stream channels were straightened and widened and wood was removed from the system, leading to a more homogeneous channel that provides much reduced habitat for aquatic resources. Additionally, an approximately 10-foot-high constructed berm runs the length of both Peace River and Peace Creek through the Project Property ultimately severing their connection to floodplain and the floodscape processes therein.

SERVICE PROVIDER's proposed approach to restoration will return a more natural cross section and profile to the channel, which will stabilize its banks, encourage more out of bank flows into the restored floodplain, and significantly improve the range of aquatic

habitat through the introduction of large wood debris into the system. This will fundamentally restore the critical functions and characteristics associated with this stream type and introduce additional biogeochemical conditions to induce processes that improve water quality and reduce nutrient contributions through stream restoration activities.

As a result of the site improvements and the reconnection of approximately 400 acres of previously lost floodplain, additional flood resiliency will be provided to the regional system. The Project is capable of capturing an annual average volume of approximately 1,900 ac-ft of water when conditions in the Peace Creek exceed 94 ft NAVD88 flood stage.

With the proposed stream and wetland restoration efforts described above, it is anticipated that the Project will perform as a passive wetland treatment system providing water quality improvements through attenuation of the waters moving from Peace Creek and Saddle Creek to the Peace River, as well as the onsite runoff.

Restored and expanded habitat over the Project Property will be provided. The restoration of approximately 400 acres will improve habitat for native species in all trophic levels. Observed wildlife abundance during post-restoration monitoring events is very likely to increase compared to the results of a pre-Project biological assessment.

Table 1 summarizes the project objectives and corresponding performance measures (the "Performance Measures") and projected Project Outcomes (the "Project Outcomes") under average annual hydrologic conditions. Additional information regarding each project objective, including methodologies for establishment and measurement of estimated net benefits, is provided below following Table 1.

The Monitoring Commencement Date ("MCD") is defined in the Agreement. For purposes of this Exhibit, MCD + 1 year refers to the first anniversary of the MCD, MCD + 2 years refers to the second anniversary of the MCD, MCD + 3 years refers to the third anniversary of the MCD and so on.

Table 1. Summary of Project Objectives, Performance Measures, and Project Outcomes[1]

PROJECT OBJECTIVE	PERFORMANCE MEASURES	PROJECT OUTCOMES[2]
Provide Water Quality Benefit	Provide an average annual reduction of nutrient contribution from flows entering the Peace River after flows have attenuated across the Project	At MCD + 5 years, MCD + 6 years, MCD + 7 years, MCD + 8 years, MCD + 9 years, and MCD + 10 years through the end of the Monitoring Period, the Project shall consistently demonstrate average annual reduction of nutrients

		compared to baseline pre-restoration conditions of (i) 20% for total nitrogen and (ii) 10% for total phosphorus as analyzed using field samples.
Provide Water Quantity and Flood Resiliency Benefits	Provide an average annual volume of 1,900 ac-ft of restored sheetflow across the Project Property	Restore floodplain through the removal of approximately 7,000 LF of berm as appropriate
Provide Ecological Benefit	Improve wetland and upland areas: • Restore approximately 1) 60 acres of floodplain swamp and 2) 90 acres of herbaceous wetlands • Enhance approximately 1) 120 acres of forested wetlands 2) 90 acres of herbaceous wetlands and 3) 13 acres of uplands	At MCD + 5 years, MCD + 6 years, MCD + 7 years, MCD + 8 years, MCD + 9 years, and MCD + 10 years through the end of the Monitoring Period, the total percent-coverage by desirable vegetation in wetland assessment areas will be 85% or greater
		Hydrologic Conditions: • By the end of the Monitoring Period, all wetland areas (except for restored floodplain) will be saturated or inundated 60 days or more per year with water table within 6 inches of the restored ground surface, with a seasonal high-water level ("SHWL") of no lower than 6 inches above the restored ground surface elevation • By the end of the Monitoring Period, areas identified as restored floodplain will be saturated or inundated 120 days or more per year with a SHWL no lower than 12 inches above the restored ground surface elevation
		All assessment areas will meet the following Florida Invasive Species

		Council ("FISC") exotic vegetation thresholds: • At MCD + 1 year: <30% FISC species cumulatively; <20% nuisance species cumulatively • At MCD + 2 years: <20% FISC; <20% nuisance • At MCD + 3 years: <10% FISC, (except floodplain areas, which may be <15% if >5% of it includes floating aquatic vegetation ("FAV")); <20% nuisance • At MCD + 4 years through end of Monitoring Period, annually: <5% FISC, (<10% for floodplain areas with FAV); <10% nuisance
	Stabilize streambanks within the stream area being restored, approximately 9,000 LF, to reduce erosion and provide ecological instream habitats	Post-Restoration Banks Erosion Hazard Index ("BEHI") Assessments: • At MCD + 3 years, 90% of the post-restoration stream banks within the stream restoration area will annually achieve a moderate BEHI score • At MCD + 4 years through end of the Monitoring Period, 100% of the post-restoration stream banks within the stream restoration area will annually achieve a BEHI score of low or very low
		By the end of the Monitoring Period, the Stream Condition Index ("SCI", FDEP SOP SCI 1000) scores will provide a measurable improvement in biological community structure and diversity, and scores will result in a

		positive trend as compared to pre-construction scores, with outliers removed. The Stream Habitat Assessment ("HA", FDEP SOP 3100) scores will show a consistent improvement of stream habitat structure over baseline pre-restoration conditions on an annual basis and will meet sub-optimal scores for overall total HA scores and optimal scores in at least five of the sub-categories, not including outliers.

[1] *Performance Measure and Project Outcome descriptions in Table 1 are for summary purposes only. See Task 2 for more thorough descriptions. The definitive description of the Performance Measures and Project Outcomes will be set forth in the Monitoring Plan approved by the County.*

[2] *When a final Project Outcome has been met, SERVICE PROVIDER will notify the County that the Project Outcome has been met and request that the SERVICE PROVIDER be permitted to discontinue monitoring with respect to such Project Outcome. SERVICE PROVIDER will provide documentation to the County that demonstrates that the Project Outcome has been met. Once the County approves the request, SERVICE PROVIDER will no longer be required to conduct any monitoring with respect to such Project Outcome. Therefore, monitoring for different Project Outcomes may end at different times and on different dates. The County will approve termination of monitoring with respect to a Project Outcome if the SERVICE PROVIDER demonstrates that such Project Outcome (or the specific MCD + 10 years criteria set forth above for such Project Outcome) has been met as of MCD + 10 years. If a Project Outcome for a particular year or for the end of the Monitoring Period is not met, SERVICE PROVIDER will prepare and implement an adaptive monitoring and management plan as described in Task 13.E to improve performance and ensure that such Project Outcome is met the following year and/or at the end of the Monitoring Period.*

1. **Provide Water Quality Benefit**

Performance Measure: Consistent with the net benefits estimate performance established in Task 2, the Project will provide an average annual reduction of 20% total nitrogen and 10% total phosphorus contribution from flows entering the Peace River after flows have attenuated across the Project.

The estimated net water quality benefit provided by the Project will improve water quality in the Peace River. The Florida Department of Environmental Protection ("FDEP") identified the Peace River watershed (WBID 1623J) to be impaired for nutrients, dissolved oxygen, and biological oxygen demand.

The improved stream corridor and wetland restoration will include a pathway for water to regularly and sustainably come in contact with surrounding wetlands, improving water quality through natural physical and biogeochemical processes. The restoration will include an additional bench to provide stability of banks and more surface area of aquatic vegetation to capture nutrients impairing the creek.

The improvements are expected to result in a net, average annual reduction of at least 20% total nitrogen and 10% total phosphorus contributions from flows entering the Peace River after flows have attenuated across the Project.

The net water quality benefit is estimated by the SERVICE PROVIDER as a basis of design and is part of the overall environmental benefit provided to the regional system as a result of the Project. As part of the Services, the benefit calculation will be verified by SERVICE PROVIDER prior to construction using industry standard modeling tools and during monitoring based on the data collected. COUNTY may elect to independently verify the benefit calculation.

2. **Provide Water Quantity and Flood Resiliency Benefits**
Performance Measure: Consistent with the net benefits estimate established in Task 2, the Project will restore floodplain through the removal of approximately 7,000 LF of berm as appropriate to provide an average annual volume of 1,900 ac-ft of restored sheetflow across the Project Property.

The estimated net water quantity benefit provided by the Project will improve flood resilience within the watershed and provide greater connection of the Peace River to the historical floodplain through the removal of approximately 7,000 LF of berm that runs along the south/east side of Peace Creek and Peace River. The 9,000 LF of stream restoration and reconnection of floodplain and wetlands are expected to allow the Project to capture an annual average volume of approximately 1,900 ac-ft of water when conditions in the Peace Creek exceed 94 ft NAVD88 flood stage. This will be measured by collecting water elevations in the creek/river and at different locations in the floodplain after Project implementation.

Restoration of the stream and floodplain will mimic the movement of the historical reaches as identified by historic aerials, reduce shear stresses driving in-stream erosion and sedimentation processes, and re-establish a more

natural movement of water across the landscape and the alluvial processes therein. The reformed reaches of the stream will reduce velocity through areas where stream bends have been exaggerated over time causing the erosion of banks and transport of sediments from the increase velocities along the reach.

3. **Provide Ecological Benefit**
Performance Measure: Consistent with the net benefits estimate established in Task 2, the Project will restore approximately 60 acres of floodplain swamp and 90 acres of herbaceous wetlands, enhance approximately 120 acres of forested wetlands and 90 acres of herbaceous wetlands, and enhance approximately 13 acres of uplands adjacent to the restored and enhanced wetlands. Additionally, the Project will stabilize streambanks within the stream area being restored, approximately 9,000 LF, to reduce erosion and provide ecological instream habitats.

Restoration of the floodplain and historic wetland areas across a large portion of the Project will allow the acreage not included in the stream restoration to become an area that mimics the wetlands in the Project Property's pre-drainage period and to provide an opportunity to return to the natural system of filtration for attenuation of surface waters and recharge of the surficial aquifer system.

In addition, the proposed restoration is expected to expand the available habitat for the current populations of native fauna while maximizing the potential biodiversity the Project Property may support in the future.

a. Wetland Restoration

The Project will restore approximately 60 acres of floodplain swamp and 90 acres of herbaceous wetlands (floodplain marsh and/or wet prairie). This restored habitat will be further augmented by enhancing approximately 210 acres of existing habitat (120 acres of forested wetlands and 90 acres of herbaceous wetlands). The restored and enhanced wetlands will receive additional support from adjacent upland enhancement (approximately 13 acres).

The SERVICE PROVIDER established the Project Outcomes for ecological benefit using multiple site assessments as well as research of historical conditions. The final acreage for formal baseline determination will be quantified from transects established by the SERVICE PROVIDER. Upon successful restoration, restored/improved wetlands will exhibit the following: marked increase in relative native wetland ground cover vegetation by percent-coverage, marked progress

in hydroperiods consistent with ecological system success on-site and overall project performance, either maintenance or marked growth of surviving native trees (forested areas only), maintenance or marked increase in observed fauna abundance, and maintenance or marked decrease in Florida Invasive Species Council ("FISC") plants by percent-coverage.

b. Habitat Restoration

The existing onsite habitat offers limited utilization opportunities to wildlife. The restoration of the Project Property will provide additional habitat to serve the needs of native species of fish, aquatic macro-invertebrates, amphibians, reptiles, avians, small mammals, and native fauna while maximizing the Project Property's ability to support additional biodiversity in the near future. The restoration of the floodplain will recreate naturally occurring micro-habitats all throughout which will be documented in the pre-Project condition and monitored and mapped on a biannual basis. The quantity and diversity of species that will be mapped includes aquatic macro-invertebrates (*e.g.*, crayfish [Procambarus spp.], apple snails [Pomacea spp.]) and smaller fish species (*e.g.*, mosquitofish [Gambusia holbrooki], sailfin molly [Poecilia latipinna], and channel catfish [Ictalurus punctatus]) within the river and creek.

Further, the increase in crayfish and small fish species is expected to benefit several wading birds. Notable beneficiaries would be the black-crowned night-heron (Nycticorax nycticorax), the state-threatened sandhill crane (Antigone canadensis), the state threatened roseate spoonbill (Platalea ajaja), and the federally threatened wood stork (Mycteria americana). The Project will also expand the number of foraging opportunities available to these populations.

See Task 2 for a description of certain modeling criteria that will be used by SERVICE PROVIDER to confirm the Project Outcomes. See Task 13 for a description of certain monitoring methods and protocols that will be used by SERVICE PROVIDER to confirm the Project Outcomes are being met during the monitoring period.

C. WORK BREAKDOWN STRUCTURE

SERVICE PROVIDER shall perform the items of work outlined below, each of which is further defined in Section E (*Tasks*).

Task 1 – Site Assessment Report

1.A – Site Assessment Report

Task 2 – Technical Suitability Report
2.A – Technical Suitability Report
2.A.1 – Net Benefit Estimates
2.A.1a – Water Quality
2.A.1b – Water Quantity
2.A.1c – Modeling Results
2.A.1d – Data Collection
2.A.1e – Flood Resiliency Performance Estimate
2.A.2 – Ecological Benefit Estimates
2.A.2a – Wetland Restoration
2.A.2b – Habitat Restoration
2.B – Construction Schedule of Values
2.C – Project Schedule

Engineering & Permitting
Task 3 – Engineering Design Documents – 60%
Task 4 – Engineering Design Documents – 90%
Task 5 – Engineering Quality Control Plan
Task 6 – Permitting Services for Application Development
Task 7 – Permitting Services Following Initial Application
Task 8 – Signed and Sealed Package

Task 9 – Operations, Maintenance and Monitoring Plans
9.A – Operations Plan
9.B – Maintenance Plan
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Task 10 – Construction Start and Mobilization

Task 11 – Construction
11.A – Construction Documentation
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Task 12 – Operation and Maintenance

Task 13 – Monitoring and Reporting
13.A – Monthly Monitoring and Data Collection
13.B – Quarterly Reporting
13.C – Annual Reporting
13.D – Annual Certification Statement

13.F – Monitoring Completion Certification

Task 14 –Final Report and Contract Closure

14.A – Final Report

14.B – Contract Closure and Conveyance Checklist

D. TASKS

TASK 1 – Site Assessment Report

Task 1.A – Site Assessment Report

The SERVICE PROVIDER shall provide to the COUNTY a site assessment report ("Site Assessment Report"), which includes the following items:

1) Phase I Environmental Site Assessment,
2) Geotechnical Report (if needed),
3) Cultural Resource/Site Reconnaissance Survey (if required by permit),
4) Topographic Survey (SERVICE PROVIDER may elect to provide this when Permits are provided),
5) Baseline Stream Survey,
6) Soil Sampling Report,
7) Regulatory review and permit history including any past regulatory enforcement actions and their resolution,
8) Delineation of state and federal jurisdictional areas, and
9) Inventory and condition of all structures and equipment on site.

The intent of the Site Assessment Report prepared by the SERVICE PROVIDER is to establish the existing conditions of the Project Property prior to the initiation of any on-site construction undertaken in connection with the Project.

Task 1 DELIVERABLES:

- Digital copy of Site Assessment Report to include items 1-9 identified in Task 1.A.
- Shapefiles used in developing the Site Assessment Report

TASK 2. Technical Suitability

Task 2 includes the Technical Suitability Report, Construction Schedule of Values and Project Schedule.

Task 2.A. Technical Suitability Report

The SERVICE PROVIDER shall provide a report and editable presentation that summarizes and supports the Project's net benefits estimates, modeling, and data collected to support the Project's ability to meet the Project Outcomes. The Technical Suitability Report will address each of the following:

- Net Benefit Estimates
  - Water Quality
  - Water Quantity
  - Modeling Results
  - Data Collection
  - Flood Resiliency Performance Estimate
- Ecological Benefit Estimates
  - Wetland Restoration
  - Habitat Restoration

Task 2.A.1 Net Benefit Estimates

Task 2.A.1a Water Quality

The Technical Suitability Report shall summarize the Project's net water quality benefit estimate. The net water quality benefit estimate shall include the estimated nutrient reductions by comparing the pre-Project versus post-Project nutrient reductions.

The estimated nutrient reductions shall include a comparison of the pre-Project versus post-Project (modeled) conditions based on an appropriate, industry standard model or analysis over a period of record using local and/or site-specific data. As part of Task 13, field samples will be used in the analysis to demonstrate average annual nutrient reductions during the Monitoring Period.

The average annual nutrient removal estimate may be based on site-specific monitoring data and published performance rates of projects within the local watershed with similar site characteristics, if available. Where similar projects are not available within the watershed, published performance rates adjusted for local conditions may be substituted.

The analysis performed by the SERVICE PROVIDER shall consider all inflow sources, provide inflow concentrations, outflow concentrations, hydraulic loading rate, land use runoff and infiltration, and removal quantities. If pre-Project water quality data is not available at the Project location, the SERVICE PROVIDER may perform water sampling and flow measurements to establish a water quality baseline of the water quality currently leaving the Project under existing conditions.

1) All water sampling performed by the SERVICE PROVIDER, sampling will be flow proportioned taken during storm events to obtain event mean concentrations ("EMC") for the following parameters: total phosphorus and total nitrogen.
2) The SERVICE PROVIDER may calculate the nutrient reduction using a water budget analysis and EMC to determine nutrient removal effectiveness or other appropriate analysis using a period of record that includes wet years, dry years, and average rainfall years.

Task 2.A.1b Water Quantity

The Technical Suitability Report shall include a detailed water budget to determine the pre-Project versus post-Project water quantity benefits. The model used to estimate the water budget shall estimate the volume of water treated and attenuated as a result of the implementation of the Project compared to the existing, pre-Project conditions (baseline). The existing pre-Project condition shall be based on current land use.

The net water quantity benefit estimate is the difference between the estimated average annual volume of water passed through the project and treated (as established in the water quality benefit estimate) versus the baseline. The net water quantity benefit estimate will include the following:

1) Water budget analysis based over a period of record consistent with that used for the water quality analysis. Data for the analysis shall include rainfall data, average annual estimate volume into, and volumes out of, the Project Property, including seepage and evapotranspiration and volumes detained through operational means established under existing permitted conditions. The water budget shall be calculated in no less than monthly increments to account for seasonal variations.
2) The water budget analysis shall materially reflect the operations of the Project as proposed by the SERVICE PROVIDER.

Task 2.A.1c Modeling Results

The Technical Suitability Report shall include a detailed hydrologic and hydraulic summary of the modeling and analysis results used to develop the net water quality and quantity benefit estimates and include boundary conditions and parameters used.

Task 2.A.1d Data Collection

The Technical Suitability Report shall include the data collected to perform Task 2 as well as a table identifying the types of data collected, the source locations, and a summary of how the data was used and/or applied in the model(s) and water budget to determine the water quality and quantity benefit estimates.

Task 2.A.1e Flood Resiliency Performance

The Technical Suitability Report shall include a Flood Resiliency Performance Estimate with inundation analysis that demonstrates the Project's performance during the 25-, 50-, and 100-year flood events in the pre-Project and post-Project conditions. The analysis shall account for the same hydrologic characteristics and parameters of the site and region that were used to estimate and model the water quality and quantity benefit estimates. The analysis shall be combined/coordinated with a hydraulic model that demonstrates the pre-Project and post-Project conditions where velocity over distance and erosion and sedimentation is reduced within the river and creek reaches as a result of reformed and restored stream banks and corridors.

The reformed section of the stream will reduce velocity through areas where stream bends have been exaggerated over time causing the erosion of banks and transport of sediments from increased velocities along the reach. Improved conditions will be measured using total suspended solids ("TSS") at the inflow and outflow points of the Project. TSS within the existing conditions will be measured during model and design to develop baseline values. Once the Project is in operation, TSS will be measured when water quality sampling is performed to develop trends over time to demonstrate improvements in stream bank stabilization in addition to performing biannual stream bank erosion inspections to confirm work performed remains in place as designed and constructed.

Task 2.A.2 Ecological Benefit Estimates

Task 2.A.2a Wetland Restoration

The Technical Suitability Report shall include a report summarizing the Project's performance measurement for the net ecological benefit. The report shall include the results of the baseline (*i.e.*, existing conditions) quantitative monitoring transects and surveys of key locations within the Project Property. As part of Task 13, during the Monitoring Period, the SERVICE PROVIDER shall document progress of the five assessment areas being restored and improved under the Agreement. The report shall include documentation of existing conditions and vegetative coverages as well as the template for inspection of transects and vegetation data that will be used to document improvements in the Project during each monitoring period.

It is anticipated that under average annual hydrologic conditions, the Project Outcomes for successful completion of the wetland restoration and enhancement activities will be met. These Project Outcomes are described below:

- Total percent-coverage by desirable vegetation: Equal or greater than 85% coverage in wetland assessment areas, consistent with 62-340.300(2)(b), F.A.C., which requires that hydrophytic vegetation dominate "at a coverage of 80% or greater". Such precedence has been set by other projects permitted by the Southwest Florida Water Management District ("SWFWMD"). Final percent coverage of desirable vegetation may be modified by the regulatory agency having jurisdiction over State of Florida Environmental Resource permits and/or Section 404 permits. For purposes of determining the coverage percentage, "desirable vegetation" shall include all vegetation other than the following:
  1) Vegetative species listed as Category I or II by FISC,
  2) Vegetative species not designated as FAC, FACW or OBL by FDEP, and
  3) Eupatorium capillifolium, Rubus spp., Sesbania spp., Typha spp., and Salix caroliniana (in areas designated as Herbaceous only) to the extent (and only to the extent) such species are listed as "nuisance" species in the permit approved monitoring plan.
- Hydrologic Conditions:
  1) All wetland areas (except for restored floodplain) shall be saturated or inundated 60 days or more per year with water table within 6 inches of the restored ground surface, with a seasonal high-water level ("SHWL") of no lower than 6 inches above the restored ground surface elevation.
  2) Areas identified as restored floodplain shall be saturated or inundated 120 days or more per year with a SHWL no lower than 12 inches above the restored ground surface elevation.
- The FISC exotic vegetation shall not exceed 5% overall coverage in any assessment areas (including upland enhancement areas). The exotic/nuisance/invasive species identification and eradication targets by MCD date are provided below:
  1) At MCD + 1 year: <30% FISC species cumulatively; <20% nuisance species cumulatively
  2) At MCD + 2 years: <20% FISC; <20% nuisance
  3) At MCD + 3 years: <10% (except floodplain areas, which may be <15% if >5% of it includes floating aquatic vegetation ("FAV")); <20% nuisance
  4) At MCD + 4 years through conclusion of Monitoring Period: <5% (<10% for floodplain areas with FAV); <10% nuisance

No fewer than two transects per assessment area (at least 10 total) will be established and documented for the Technical Suitability Report. This baseline monitoring will document percent-cover of bare ground/open water and/or detritus, size and status of native trees (in forested areas only), qualitative hydrologic observations coordinated with the water quality component of the Project, and

qualitative wildlife observations. These aspects will be collected and extrapolated to provide a complete baseline condition of the wetland ecosystems onsite.

In addition, up to eight (one for each wetland monitoring transect, thereby as many as two for each wetland assessment area) piezometers and one rain gauge will be established onsite to record up to one year of pre-restoration hydrologic activity, which would also be considered part of the baseline conditions.

Task 2.A.2b Habitat Restoration

The Project will provide preferred habitat for wetland-dependent endangered or threatened wildlife species consistent with species anticipated in the area.

A pre-Project Stream Condition Index ("SCI") and a Stream Habitat Assessment will be completed as part of the Technical Suitability Report to establish the baseline condition. As part of Task 13 (see description below), additional assessments of the biological communities and stream habitat structure within the restored stream will be performed during the Monitoring Period to demonstrate improvements over time.

For stream restoration, a pre-Project Banks Erosion Hazard Index ("BEHI") assessment will be completed as part of the Technical Suitability Report to establish a baseline condition. As part of Task 13, post-restoration BEHI assessments shall show improvement in erosion potential compared to the pre-restoration baseline condition as follows:

1) At MCD + 3 years, 90% of the post-restoration stream banks will annually achieve a moderate BEHI score
2) At MCD + 4 years through end of the Monitoring Period, 100% of the post-restoration stream banks within the stream restoration area will annually achieve a BEHI score of low or very low

Within the stream restoration area, permanent cross-sections and bank profiles (with toe pins) will be established at a minimum of three (3) high shear locations (outside meander bends, lateral scour pools) where applicable and appropriate in concept provided in Exhibit A to measure erosion rates.

Task 2.B – Construction Schedule of Values

The SERVICE PROVIDER shall provide a construction schedule of values (the "Construction Schedule of Values") identifying the total project cost of Tasks 10 and 11. The Construction Schedule of Values shall be suitable for use in developing invoices and determining partial completion of activities identified in the Project Schedule (as defined below). For the avoidance of doubt, this Task 2B shall be considered completed upon receipt by COUNTY of SERVICE

PROVIDER's initial Construction Schedule of Values submittal. The Construction Schedule of Values shall be updated, as needed, upon receipt of each NTP

Task 2.C – Project Schedule

The SERVICE PROVIDER shall provide a milestone project schedule (the "Project Schedule") for the Project. The Project Schedule shall include milestone activities and their associated planned start/end dates. These will be aligned with the items in the Construction Schedule of Values. SERVICE PROVIDER shall identify individual tasks, any constraints and any predecessor tasks that could adversely affect the proposed Project Schedule. The Project Schedule shall break down the Tasks into distinct milestone activities with interdependencies to the extent required to clearly depict the planned approach for completion of the Project and to effectively manage its execution. For the avoidance of doubt, this Task 2C shall be considered completed upon receipt by COUNTY of SERVICE PROVIDER's initial Project Schedule.

The Project Schedule will be periodically updated throughout the Term of the Agreement, including following receipt of each NTP.

The Project Schedule shall be adjusted as a result of any delays caused by Force Majeure or contract changes and shall be provided to the COUNTY for information purposes only.

Task 2 DELIVERABLES:

- Digital copy of Technical Suitability Report
    - Summary of the Project's net water quality benefit estimate
    - Summary of the Project's net water quantity benefit estimate and water budget
    - Hydrologic and hydraulic summary of the modeling and analysis results used to develop the net water quality and quantity benefit estimates
    - Data collected and used to perform Task 2
        - Summary of how the data was used and/or applied in the model(s) and water budget
    - Summary of Flood Resiliency Performance Estimate with inundation analysis
    - Pre-Project Stream Condition Index ("SCI") and a Stream Habitat Assessment
    - Related shapefiles
- Digital copy of Construction Schedule of Values
- Digital copy of Project Schedule (to be provided as an MS Project Gantt chart)

Engineering & Permitting – Tasks 3 – 8

Permit drawings, technical specifications, and engineering calculations will be presented to the COUNTY by the SERVICE PROVIDER for review by the COUNTY. Submissions will occur at the 60% and 90% design complete as well as at permit application. At its sole discretion, SERVICE PROVIDER may elect to combine the permit application submission with the 60% or 90% submission to the COUNTY. The technical specifications prepared by the SERVICE PROVIDER for permitted features shall be provided to the COUNTY with the permit drawings.

The SERVICE PROVIDER may use the Field Office Technical Guide published by the U.S. Department of Agriculture's Natural Resource Conservation Service as a reference for engineering design standards. Design documents shall include all features and level of detail required by permit and for construction. At COUNTY's request, the Project design will not include any pump(s) or pump station(s) to prevent operation and maintenance of such facilities being transferred to the COUNTY. Any existing pumps or pump stations on the Project Property shall be removed during construction.

SERVICE PROVIDER will use its reasonable best efforts to schedule presentations to the COUNTY for the 60% and 90% design complete during the deliverables review period described in Section 18 of the Agreement. The Parties' inability to schedule a presentation during the relevant review period shall in no event extend the length of such review period.

Task 3 – 60% Design Documents

The SERVICE PROVIDER shall submit the 60% Design Documents to the COUNTY including narrative, depiction of existing conditions, all pertinent design calculations, engineering plans, and construction schedule. The 60% design shall be in sufficient detail to enable the COUNTY to determine that the Project is in compliance with the Agreement, including this SOW. Electronic copies of all the documents included in the 60% submittal will be provided to the COUNTY.

Task 3 DELIVERABLES:

- Digital copy of 60% design package including:
  - Narrative
  - Depiction of existing conditions
  - All pertinent design calculations
  - Engineering plans
  - Construction schedule
  - Related AutoCAD files and shapefiles

Task 4 – 90% Design Documents

The SERVICE PROVIDER shall incorporate applicable COUNTY comments from the 60% submittal review and any revisions required by the permit regulatory authorities having jurisdiction over the Project into the development of the 90% submittal. The submittal shall include design calculations, plans, and an updated Project Schedule that provides additional detail by breaking construction milestones into individual work items. The 90% design submittal shall be in sufficient detail to enable the COUNTY to determine that the Project is in compliance with the Agreement, including this SOW. Electronic copies of all the documents included in the 90% submittal will be provided to the COUNTY.

Task 4 DELIVERABLES:

- Digital copy of 90% design package including:
  - Narrative
  - Depiction of existing conditions
  - All pertinent design calculations
  - Engineering plans
  - Construction schedule
  - Related AutoCAD files and shapefiles

Task 5 – Quality Control Plan

The SERVICE PROVIDER shall prepare a quality control plan (the "Quality Control Plan") with a description of the quality control measures it will implement during construction to ensure Services are performed per the requirements of the Technical Specifications and Construction Drawings. At a minimum, the Quality Control Plan shall define the requirements of the following items:

a. Shop Drawing Review and Product Approval by the EOR and COUNTY
b. Erosion and Sedimentation Control,
c. Wildlife Precautionary Measures consistent with local, state, and federal permit compliance requirements,
d. Materials Testing,
e. Temporary and Permanent Stabilization Measures,
f. As-built Surveys,
g. Substantial Completion,
h. Startup and Commissioning,
i. Final Construction Complete, and
j. Project and Property Conveyance checklist.
   i. Title and Transfer documentation
   ii. Training of Staff on Capital Equipment
   iii. O&M Manuals provided by manufacturers
   iv. Monitoring Logs
   v. Maintenance Logs

vi. Updated Maintenance Plan

SERVICE PROVIDER may, at its sole discretion, amend the Quality Control Plan from time to time.

Task 5 DELIVERABLE:

- Digital copy of Quality Control Plan

Task 6 – Permitting Services for Application Development

The SERVICE PROVIDER shall be responsible for preparing applications for all local, state and federal permits required for the Project and submitting such permit applications to the regulatory authorities having jurisdiction over the Project. Permits may include, but are not limited to, the following permits (the "Material Permits"):

- SWFWMD Environmental Resource Permit,
- SWFWMD Right of Way Permit, if applicable,
- FL DEP Section 404 Permit (including Section 7, 10, and 106 as required), and
- FEMA No-Rise Certification for Floodways

The SERVICE PROVIDER shall provide to the COUNTY documentation for Material Permit applications.

The COUNTY shall be invited to all pre-application permitting meeting discussions with regulatory authorities having jurisdiction over the Project. The SERVICE PROVIDER shall attempt to accommodate the COUNTY schedule when setting permit meetings with regulatory authorities but shall not be required to receive COUNTY's concurrence prior to setting the meeting(s).

Task 6 DELIVERABLES:

- Digital copy of meeting minutes and copies of all presentations from meetings with regulatory staff including pre-application meeting(s) within 2 weeks of each meeting occurrence.
- Digital copy of documentation for permit applications

Task 7 – Permitting Services Following Initial Application

The SERVICE PROVIDER shall be responsible for providing permitting services following the initial application submittal. These services will include coordination with regulatory authorities and responding to any Request for Additional Information (RAI).

The SERVICE PROVIDER shall provide to the COUNTY copies of the Material Permits once approved.

The COUNTY shall be invited to all post-application permitting meeting discussions with regulatory authorities having jurisdiction over the Project. The SERVICE PROVIDER shall attempt to accommodate the COUNTY schedule when setting permit meetings with regulatory authorities but shall not be required to receive COUNTY's concurrence prior to setting the meeting(s).

Task 7 DELIVERABLES:

- Digital copy of meeting minutes and copies of all presentations from meetings with regulatory staff within 2 weeks of each meeting occurrence, if applicable
- Digital copy of any RAIs received from regulatory authority and SERVICE PROVIDER response
- Digital copy of the permits and authorizations received from regulatory authority

Task 8 – Signed and Sealed Package

The SERVICE PROVIDER shall incorporate applicable COUNTY comments from the 90% submittal review and any permit revisions into the Signed and Sealed Design Package.

The submittal shall include final design calculations, plans, technical specifications, and construction schedule. The Final Plans and Specifications shall be checked, signed and sealed by the SERVICE PROVIDER as the EOR. Construction drawings shall contain all details required for a contractor to complete the Project.

In addition to providing electronic copies of the entire Signed and Sealed Design Package, the SERVICE PROVIDER shall provide native files and AutoCAD files of the final plans.

Task 8 DELIVERABLES:

- Digital copy of signed and sealed design package including:
    - Signature and seal of EOR
    - Narrative
    - Depiction of existing conditions
    - Final design calculations
    - Final engineering plans
    - Technical specifications
    - Construction schedule
    - Related native files, AutoCAD files, and shapefiles

TASK 9 – Operations, Maintenance, and Monitoring Plans

The SERVICE PROVIDER shall produce and submit a detailed Operations Plan, Maintenance Plan, and Monitoring Plan consistent with the following requirements.

Task 9.A – Operations Plan

The SERVICE PROVIDER shall provide the operations plan (the "Operations Plan") that describes the Project operations where operable features may be controlled to ensure the Project is progressing to the meet the Project Outcomes at the end of the Monitoring Period. Facilities descriptions and their operations shall be in relationship to the regional system and the Project's internal configuration. The Operations Plan will include the following items, at a minimum:

1) A detailed description, including maps, of the Project facilities. Should there be any operable facilities, these shall be noted.
2) A list of facilities owned or controlled by others that are a part of the Project, if any.
3) A detailed description of the facilities necessary to operate the internal and external portions of the Project.
4) Detailed maps of all infrastructure, including water control structures, berms, culverts, etc.
5) All sizes, capacities, inverts, maximum stages and other pertinent details of the Project.

Task 9.B – Maintenance Plan

The SERVICE PROVIDER shall provide a detailed maintenance plan (the "Maintenance Plan") that will provide for regularly scheduled inspection, checklist for maintenance activities, maintenance and repair of all project components including but not limited to 1) berms, 2) water control structures, 3) culverts, and 4) SERVICE PROVIDER's provided monitoring equipment. Maintenance and repair activities shall include mowing and stabilization of any exposed areas to prevent soil erosion, nuisance and exotic removal activities including treating with herbicides, prescribed fire, or mechanical removal as necessary. Any maintenance issues will be logged and the corrective action taken documented with photos, to the extent practicable.

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Task 9.C – Monitoring Plan

In coordination with the COUNTY, the SERVICE PROVIDER shall prepare and submit a monitoring plan (the "Monitoring Plan"). The Monitoring Plan shall include the locations of all monitoring sites for measuring inflow, outflow, surface and ground water elevations; water quality sampling, including a list of all parameters and sampling frequencies to be measured; and the locations of all transects where vegetation will be monitored quantitatively.

Observations for wildlife utilization will be based upon direct sightings or signs of wildlife including scats, tracks, burrows, etc.

Task 9 DELIVERABLES:

- Digital copy of Operations Plan, Maintenance Plan, and Monitoring Plan
- Related AutoCAD files and shapefiles

TASK 10 – Construction Start and Mobilization

Following receipt of an NTP authorizing the performance of all Services required to complete Task 10, the Service Provider will commence construction of the Project, and procurement of capital equipment for the Project.

Construction Start shall include recordation of land instruments including any applicable easements. Mobilization shall consist of preparatory work and operations in mobilizing for beginning construction on the Project, including, but not limited to, those operations and instruments (Construction Stormwater Pollution Prevention Plan and Notice of Intent to begin construction filing with FDEP) necessary for the movement of personnel, equipment, supplies and incidentals to the Project site.

Task 10 DELIVERABLES:

- Digital copy of recorded land instruments including any applicable easements
- Digital copy of evidence of construction mobilization, procurement of capital equipment, and any temporary construction instruments (NOIs and FDEP Stormwater Pollution Prevention Plan)

TASK 11 – Construction

The SERVICE PROVIDER shall construct the Project in accordance with the Engineering Design Documents signed and sealed by the EOR and permits.

The SERVICE PROVIDER shall self-perform or contract all professional services necessary to provide quality control prior to, during and following site preparation and Project construction consistent with the Quality Control Plan. This may include, but is not limited to, subcontracting professional surveyors and mappers ("PSM"), Professional Engineers ("PE") and other appropriate professionals such as threshold inspectors, construction managers, materials testing, etc. The site preparation and the Project construction must be well documented by the SERVICE PROVIDER. Testing and inspection frequencies must be identified by the SERVICE PROVIDER in the development of the Engineering Design Documents and conform to generally accepted engineering principles for projects of similar size and scope. Efforts must be made by the SERVICE PROVIDER to document the construction/installation of major Project components (structures, berms, etc.)

COUNTY representatives may perform site visits prior to, during and following construction. Although not required, COUNTY representatives may independently document construction activities for verification of activities invoiced.

Task 11.A – Construction Documentation

The SERVICE PROVIDER shall prepare and submit the following construction related documents to the COUNTY's Project Manager:

1) Monthly Progress Reports – The SERVICE PROVIDER will submit a report (the "Monthly Progress Report") with each invoice during construction that includes a detailed description of the SERVICE PROVIDER's Project Manager and construction contractor coordination activities, inspection reports performed by the EOR, and the estimated percent complete for all phases of construction as identified in the Construction Schedule of Values.

   The Monthly Progress Report shall demonstrate and attest that construction is being completed on time and in compliance with the approved plans, specifications, and the Quality Control Plan and certify that each Subcontractor has been paid by SERVICE PROVIDER in accordance with the terms of the subcontract between SERVICE PROVIDER and such Subcontractor. In addition, any deviations from the approved Project Schedule shall be identified and described by the SERVICE PROVIDER as well as the cause for the deviation.

2) Substantial Completion Inspection and Punch List Items
   a. SERVICE PROVIDER shall provide notice to COUNTY 30 calendar days prior to performing Substantial Completion Inspections.
   b. Punch Lists and evidence of their completion shall be provided in each invoice when applicable.
3) Operational Testing
   a. SERVICE PROVIDER shall provide notice to COUNTY 14 days prior to beginning operational testing. COUNTY may elect to witness these activities but is not required to be in attendance.
   b. SERVICE PROVIDER shall provide evidence of successful, operational testing in the Monthly Progress Report.
4) Final Completion Inspection and Releases of Liens, upon Completion of the Construction
   a. SERVICE PROVIDER shall provide notice to COUNTY 30 days prior to final completion inspection. COUNTY shall be in attendance to witness and attest the Final Completion Inspection.

Task 11.B – Monitoring Equipment Installation

The SERVICE PROVIDER shall install all monitoring equipment and instrumentation as required by the monitoring plan.

Task 11.C – Construction Completion Certification

Promptly following the completion of construction, the SERVICE PROVIDER shall provide the Construction Completion Certification ("CCC") letter signed and sealed by a licensed PE registered in the State of Florida for the constructed Project. As-built surveys shall be provided clearly depicting as-built conditions of all items of work depicted on the engineering design documents. All as-built surveys shall be signed and sealed by a licensed PSM registered in the State of Florida. The as-built survey shall include the features necessary to define the Project footprint.

In addition, the SERVICE PROVIDER shall provide:

1) A signed and sealed certification from the EOR stating that construction of the project was completed in accordance with the Design Documents.
2) A description of the evidence that will be required to show that the SERVICE PROVIDER has furnished the definable features of work per the technical specifications. As an example, the construction contractor may provide pre- and post-construction photos and/or survey cross sections of the stream sections proposed as part of the site work in increments of no less than 1,000 feet along the construction baseline.
3) A description of the evidence that will be required to show that the SERVICE PROVIDER has installed the item of work per the technical specifications. As an example, SERVICE PROVIDER may include the signed and sealed testing laboratory results that show the field densities of compacted earthen fill meet the technical specifications for the proposed banks included in the site work.

Task 11 DELIVERABLES:

- Digital copy of Construction documentation
    - Monthly progress reports
        - Summary of Project Manager and construction contractor coordination activities, inspection reports performed by the EOR, and the estimated percent complete for all phases of construction as identified in the Construction Schedule of Values.
        - Attestation by SERVICE PROVIDER that construction is being completed on time and in compliance with the approved plans, specifications, and the Quality Control Plan.
        - Summary of deviations from the approved Project Schedule shall be identified and described by the SERVICE PROVIDER as well as the cause for the deviation.
    - Summary of Operational Tests performed and results, as appropriate.
    - Substantial completion inspection documentation and punch list items

- Final completion inspection and release of liens documentation, upon completion of construction
- Construction completion documentation at final construction completion
  - Construction completion certification
  - A signed and sealed certification from the EOR stating that construction of the project was completed in accordance with the Design Documents
  - A description of the evidence that shows that the SERVICE PROVIDER has furnished the definable features of work per the technical specifications.
  - A description of the evidence that will be required to show that the SERVICE PROVIDER has installed the item of work per the technical specifications
  - Digital copy of signed and sealed as-built survey
    - Related AutoCAD files

TASK 12 – Operation and Maintenance

During the Operation Period, the SERVICE PROVIDER shall operate and maintain the Project in accordance with the Agreement, including this SOW and the Operation Plan.

During the first three (3) years of the Operation Period, the SERVICE PROVIDER shall participate in up to three (3) project meetings per calendar year to discuss results, Project implementation issues, operations and maintenance concerns, proposed modifications, and other relevant issues. For the next two (2) years, the SERVICE PROVIDER shall participate in up to two (2) project meetings per calendar year. For each year thereafter, the SERVICE PROVIDER shall participate in one meeting per year should the COUNTY request and coordinate the meeting.

During the Operation Period, SERVICE PROVIDER will, upon written request, arrange an annual field visit and provide escorted access to COUNTY representatives for the purpose of inspecting the Project Property for compliance with the Operations Plan and Maintenance Plan. During the Monitoring Period, the annual field visit shall occur within one month of COUNTY's receipt of the annual monitoring report so that site conditions reflect what was reported. The transmittal letter or email accompanying each annual monitoring report shall contain suggested dates and times for the annual field visit. Failure of COUNTY to work in good faith to schedule the annual field visit within a month of receipt of the annual monitoring report, shall result in the cancellation of the field visit for that year.

The SERVICE PROVIDER shall be responsible for operation, calibration, maintenance, and repair of all monitoring equipment installed by the SERVICE PROVIDER during the Monitoring Period. To meet minimum accuracy requirements,

the SERVICE PROVIDER shall calibrate equipment bi-annually when appropriate for that equipment item. Items requiring additional calibration as recommended by manufacturer will be noted within the Operation Plan and Maintenance Plan.

Task 12 DELIVERABLES:

- Digital copy of Project meeting minutes and copies of all presentations submitted within 2 weeks of meeting.
- Digital copy of memos with photos and observations from field visits with COUNTY representatives
- Digital copy of annual certification statement indicating that the Project was operated and maintained consistent with the approved plans and permits during the certification year and continues to operate as designed

TASK 13 – Monitoring and Reporting

During the Monitoring Period, the SERVICE PROVIDER shall conduct permit-required wildlife monitoring in accordance with issued permits, if applicable, and monitor and record monitoring activities pursuant to the approved Monitoring Plan to demonstrate that the Project is progressing to the meet the Project Outcomes at the end of the Monitoring Period. Reporting shall be implemented in accordance with Task 13.A through 13.C below. Beginning in the year after the end of the Monitoring Period, SERVICE PROVIDER shall only report annually by providing the Annual Certification Statement described in Task 13.D. below.

The SERVICE PROVIDER will share the results of collected and monitored data with the COUNTY.

Task 13.A – Monitoring and Data Collection

1) Monthly in Wet Season/Bimonthly in Dry Season: During the Monitoring Period, the SERVICE PROVIDER shall be responsible for data collection and reporting of nutrient concentrations (total phosphorus, total nitrogen, TSS), inflow volumes, outflow volumes, stage level recorders, rainfall recorders and summary of site conditions in order to determine whether the Project is progressing to the meet the Project Outcomes (*i.e.*, vegetation cover, wildlife utilization observations, hydrographs depicting onsite hydrology, a photographic log containing a compilation of photos from the transect photo stations, transect summaries, tabular transect data, and indications of the vegetation's progress towards success) at the end of the Monitoring Period.

2) Annual: A Post-Project BEHI assessment shall be conducted within the stream restoration area each year during the Monitoring Period to assess improvements in erosion potential. Post-Project SCI and Stream Habitat

Assessments will start in the second year of the Monitoring Period and be completed every year for the remainder of the Monitoring Period to assess improvements in the biological communities and stream habitat structure within the restored stream. The Rosgen 2009 measurement method will be applied at each permanent stream transect and will be surveyed relative to the closest established benchmark following project construction.

Task 13.B – Quarterly Reporting

During the Monitoring Period, the SERVICE PROVIDER shall submit quarterly reports ("Quarterly Reports") to the COUNTY summarizing monitoring, operational and maintenance activities to demonstrate that the project is operated and maintained in accordance with this Agreement, including this SOW. The Quarterly Report shall be submitted within one month of the end of each calendar quarter, beginning at the receipt of the CCC. In addition, the SERVICE PROVIDER shall prepare and submit management records using a template previously approved by the COUNTY's Project Manager. A description of any changes in structure management, damages to structures, date of damages or changes, the reasons for making changes, and general site conditions including other activities that affect the Project's performance shall be included in the Quarterly Reports.

Task 13.C – Annual Reporting

During the Monitoring Period, the SERVICE PROVIDER shall submit to the COUNTY an annual report summarizing annual monitoring, operation and maintenance activities for the year to demonstrate that the project is operated and maintained in accordance with the Agreement, including this SOW, and required permit compliance reporting. The annual report shall be submitted within 90 days of the end of each full operational year.

Task 13.D – Annual Certification Statement

During the Operation Period, the SERVICE PROVIDER shall submit to the County an annual certification statement. During the Monitoring Period, the annual certification statement and annual report referenced above in Task 12.C shall be submitted together as one document. During the Maintenance Period, the annual certification statement shall be submitted as a stand-alone document. The annual certification statement shall indicate that the Project was operated and maintained consistent with the approved plans and permits during the certification year and continues to operate as designed. It shall also include any scheduled maintenance activities performed and provide a brief discussion of any operational issues encountered during the certification year. The annual certification statement shall be submitted within 90 days of the end of each full operational year.

Task 13.E – Adaptive Monitoring and Management Plan

During the Monitoring Period, SERVICE PROVIDER shall review the monitoring data collected during the previous operational year to confirm that the Project is progressing to meet the Project Outcomes at the end of the Monitoring Period under the average annual conditions used to establish the benefit estimates. For each Project Outcome that is inconsistent with the estimated benefits anticipated for similar conditions, antecedent and within the reporting period, an adaptive monitoring and management plan shall be submitted to the COUNTY within 30 days of the annual report submittal. The adaptive monitoring and management plan will describe the adaptive management measures that SERVICE PROVIDER will implement to improve performance and ensure that the Project is progressing to meet the Project Outcomes at the end of the Monitoring Period.

Task 13.F – Monitoring Completion Certification

Promptly following the Service Provider's determination that the Project Outcomes have been met, the Service Provider shall submit to the County a Monitoring Completion Certificate (the "Monitoring Completion Certificate"). The Monitoring Completion Certificate shall state that the Project Outcomes have been successfully met and contain supporting data and analysis. The Monitoring Period will end upon the County's approval (or deemed approval) of the Monitoring Completion Certificate in accordance with Section 18(a)(1) of the Agreement.

Task 13 DELIVERABLES:

- Digital copy of report documenting monitoring activities and collected data
  - Frequency: Wet Season – Monthly, Dry Season - Bimonthly
- Digital copy of annual post-project SCI and stream habitat assessment
- Digital copy of Quarterly Report summarizing monitoring, operational and maintenance activities and collected data
- Digital copy of annual report summarizing annual monitoring, operation and maintenance activities for the year and collected data
- Digital copy of annual certification statement indicating that the Project was operated and maintained consistent with the approved plans and permits during the certification year and continues to operate as designed
- As needed, digital copy of adaptive monitoring and management plan
- Digital copy of Monitoring Completion Certificate

TASK 14 – Final Report and Contract Closure

At the conclusion of the Project, the SERVICE PROVIDER will submit a final report and coordinate with the County for contract closure.

Task 14.A – Final Report

The SERVICE PROVIDER shall produce and submit a final report (the "Final Report") to the COUNTY within 90 days of the end of the Operation Period. The

last annual monitoring report, which includes a summary of all data and activities that occurred throughout the Monitoring Period, shall be included in the Final Report. The Final Report shall provide a detailed summary of the Project performance as it relates to achieving the estimated benefits as measured during the Monitoring Period, an explanation of any deviations from this SOW, and a written discussion of previous, existing, and projected operational challenges and/or opportunities.

Task 14.B – Contract Closure and Conveyance Checklist

Prior to the transfer of the Project Property to the COUNTY in accordance with Section 7(b) of the Agreement, the SERVICE PROVIDER shall complete a project and property conveyance checklist developed as part of the Quality Control Plan to ensure all transfer activities, logs, reports, and training opportunities have been completed. Should the COUNTY elect not to attend a training that is offered by the SERVICE PROVIDER, the SERVICE PROVIDER may consider that item of the checklist complete and shall document the offering and attendance in the checklist and provide a copy to the COUNTY's Project Manager.

Once the checklist is provided to the COUNTY and the Project Property has been transferred to the County, the SERVICE PROVIDER and the COUNTY shall execute the expiration of the Agreement for recording purposes. At expiration of the Agreement, the SERVICE PROVIDER shall record a release of the Agreement with the Polk County Clerk of Courts and provide a copy of the recorded release to the COUNTY.

Task 14 DELIVERABLES:

- Digital copy of final report
  - Training offered by the SERVICE PROVIDER and list of COUNTY attendees
- Digital copy of conveyance checklist completed
- Digital copy of the recorded release of the Agreement
- Digital copy of documentation transferring Project Property to the COUNTY

EXHIBIT C - PAYMENT SCHEDULE

Task	Contract Item	Estimated Deliverable Completion Date*	Payment Schedule Details	COUNTY Payment to SERVICE PROVIDER
1-9	DESIGN			$3,000,000 Total
1	Site Assessment Report Item 1.A - Site Assessment Report	Calendar Q4 2023	Milestone Lump Sum Payment due upon submittal of the Site Assessment Report to COUNTY	$1,500,000
2	Technical Suitability Item 2.A – Technical Suitability Report Item 2.B – Construction Schedule of Values Item 2.C – Project Schedule	Calendar Q3 2024	Milestone Lump Sum Payment due upon submittal of the Technical Suitability Package to COUNTY	$1,000,000
	Engineering & Permitting			
3	Item 3 - Engineering Design Documents – 60%	Calendar Q3 2024	Milestone Lump Sum Payment due upon submittal of 60% Design Package to COUNTY	$125,000
4	Item 4 - Engineering Design Documents – 90%	Calendar Q4 2024	Milestone Lump Sum Payment due upon submittal of 90% Design Package to COUNTY	$82,500
5	Item 5 - Quality Control Plan	Calendar Q4 2024	Milestone Lump Sum Payment due upon submittal of Quality Control Plan to COUNTY	$20,000
6	Item 6 – Permitting Services for Application Development	Calendar Q4 2024	Milestone Lump Sum Payment due upon submittal of all Material Permit applications to COUNTY	$61,250
7	Item 7 – Permitting Services Following Initial Application	Calendar Q2 2025	Milestone Lump Sum Payment due upon submittal of all Material Permits to COUNTY	$26,250
8	Item 8 – Signed and Sealed Package	Calendar Q2 2025**	Milestone Lump Sum Payment due upon submittal of Signed and Sealed Package to COUNTY	$35,000
9	Operations, Maintenance, and Monitoring Plans		Milestone Lump Sum Payment due upon submittal of Operations, Maintenance, and Monitoring Plans to COUNTY	$150,000
	Item 9.A – Operations Plan	Calendar Q2 2025		
	Item 9.B – Maintenance Plan	Calendar Q2 2025		
	Item 9.C – Monitoring Plan	Calendar Q2 2025		

10-14	CONSTRUCTION, MONITORING, OPERATIONS AND MAINTENANCE			$37,177,977 Total
10	Item 10 - Construction Start and Mobilization	Calendar Q2 2025	Milestone Lump Sum Payment due upon submittal of Construction Start and Mobilization Deliverables to COUNTY	$5,500,000
11	Construction		After NTP of Task 11, monthly Progress Payments on a Percent Complete of Work Basis Based on the Construction Schedule of Values	$25,577,977
	Item 11.A – Construction Documentation	Calendar Q4 2026		
	Item 11.B – Monitoring Equipment Installation	Calendar Q4 2026		
	Item 11.C – Construction Completion Certification	Calendar Q4 2026		
12	Operations and Maintenance Item 12 – Operations and Maintenance	Calendar Q4 2051	One (1) Milestone Lump Sum Payment due upon issuance by COUNTY of an NTP for Task 11	$3,350,000
13	Monitoring and Reporting		Milestone Payment of $68,750 due upon submittal of each of the first 40 Quarterly Reports submitted to COUNTY. $2,750,000 aggregate amount will be paid over 10 years in 40 separate and equal milestone payments.	$2,750,000
	Item 13.A – Monthly Monitoring and Data Collection	Calendar Q4 2036		
	Item 13.B – Quarterly Reporting	Calendar Q1 2037		
	Item 13.C – Annual Reporting	Calendar Q2 2037		
	Item 13.D – Annual Certification Statement	Calendar Q2 2037		
14	Final Report and Contract Closure			
	Item 14.A – Final Report	Calendar Q1 2052		
	Item 14.B – Contract Closure and Conveyance Checklist	Calendar Q1 2052		

* Final deliverable completion dates will be dependent on both the funding and project schedules. Updated completion dates will be included in the updated Project Schedule provided following the receipt of each NTP.

** Date is subject to Jurisdictional Agency reviews and schedules and is subject to change.

EXHIBIT D

Memorandum of Agreement

THIS INSTRUMENT WAS PREPARED BY:
Stephen Colomb
HGS, LLC
6575 West Loop South, Suite 300
Bellaire, TX 77401

STATE OF FLORIDA

COUNTY OF POLK

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "Memorandum"), dated October __, 2023, is made for the purpose of providing recordable evidence of that certain written Comprehensive Services Agreement executed on the 17th day of October, 2023 (as amended, modified or supplemented from time to time, the "Agreement"), by and between HGS, LLC dba RES Environmental Operating Company, a Virginia limited liability company having its principal offices at 6575 West Loop South, Suite 300, Bellaire, Texas 77401 ("Owner"), and Polk County, a political subdivision of the State of Florida, having its principal offices at 330 W. Church St. Drawer BC01, P.O. Box 9005, Bartow, Florida 33831-9005 ("County").

RECITALS

WHEREAS, Owner owns certain real estate located in Polk County, Florida, consisting of 396.320 acres, more or less, which land is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, the Property includes streams and wetlands, which may be suitable for qualification and approval as a water resources protection project (a "Project"), and which the parties anticipate will encompass the approximate area shown on the attached Exhibit B (the "Project Area"); and

WHEREAS, on the terms and conditions set forth in the Agreement, Owner and County have entered into the Agreement to, among other things, grant County an exclusive option ("the Option") to take ownership of the Property as improved by the Project.

NOW, THEREFORE, Owner and County hereby agree to execute this Memorandum for purposes of stating the following with respect to the Agreement and putting third parties on notice of the existence and terms thereof:

1. Recitals: The foregoing recitals are incorporated by reference into this Memorandum and shall be binding on the parties hereto.

2. Owner: The name and address of Owner are as set forth above.

3. County: The name and address of County are as set forth above.

4. Date of Agreement: The date of the Agreement is October 17, 2023.

5. Option for Conservation Declaration. County shall have the option to acquire the Property, as may be improved by the Project, subject to the terms and conditions of the Agreement.

6. Property Description: The Property affected by the Agreement is the real property described in Exhibit A attached hereto, including the Project Area depicted on Exhibit B attached hereto.

7. Conflicts. In the event of any conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Memorandum the day and year first above written.

OWNER:

HGS, LLC

By: _____
Name: Donald Seaborn
Title: Chief Growth Officer

STATE OF Florida :
: SS
COUNTY OF Polk :

On October 17, 2023, before me, a Notary Public for the state aforesaid, personally appeared Donald Seaborn, and that s/he executed, in my presence, the within instrument, and acknowledged that s/he executed the same for the purposes therein contained. ID - DL - Virginia DL A 2461 4128 in person

IN WITNESS WHEREOF, I have set my hand and official seal.

LISA CONRAN
Notary Public, State of Florida
My comm. expires Sept. 26, 2025
Commission Number HH 179156

_____
Notary Public
My commission expires:
_____

[SEAL]

COUNTY:

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: Alison Holland
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
George Lindsey III, Chair
Board of County Commissioners

Date Signed By Chair 10/17/23

Reviewed as to form and legal sufficiency:

Sarah B. H
County Attorney's Office

STATE OF FLORIDA :
: SS
COUNTY OF POLK :

On 10/17/2023, before me, a Notary Public for the State aforesaid, personally appeared George Lindsey III who acknowledged himself to be the chairman of the board of county commissioners of Polk County, a political subdivision of the State of Florida, and that he, in the capacity set forth above, on behalf of COUNTY, being authorized to do so, executed, in my presence, the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

[SEAL]

KAY M. SUGGS
Notary Public - State of Florida
Commission # HH 305333
My Comm. Expires Dec 20, 2026
Bonded through National Notary Assn.

Kay M. Suggs
Notary Public Kay M. Suggs, Notary Public
My commission expires:
Dec. 20, 2026

EXHIBIT A
to Memorandum of Agreement

Legal Description of Property

PARCEL 1

A PARCEL OF LAND, LOCATED IN SECTION 33 AND 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 4, TOWNSHIP 30 SOUTH,

RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A

DISTANCE OF 50.01 FEET TO THE NORTHWEST CORNER OF THE FIFTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT

PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO THE SOUTHWEST CORNER OF

SAID PARCEL;

THENCE SOUTH 89°32'22" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO THE SOUTHEAST CORNER OF

SAID PARCEL;

THENCE NORTH 0°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO A POINT ON THE NORTH LINE OF

SAID SECTION 34 SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BARTOW NORTHERN CONNECTOR;

THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE

1) THENCE SOUTH 44°38'48" EAST, A DISTANCE OF 107.19 FEET;

2) THENCE SOUTH 66°46'00" EAST, A DISTANCE OF 300.34 FEET;

3) THENCE SOUTH 0°22'59" EAST, A DISTANCE OF 8.20 FEET;

4) THENCE SOUTH 89°31'45" EAST, A DISTANCE OF 19.42 FEET;

5) THENCE SOUTH 66°46'00" EAST, A DISTANCE OF 291.53 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL

RECORDS BOOK 9476 AT PAGE 182 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 11°33'29" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 9.92 FEET TO THE CENTERLINE OF PEACE CREEK;

THE FOLLOWING THIRTEEN (13) CALLS ARE ALONG SAID CENTERLINE OF PEACE CREEK:

1) THENCE SOUTH 78°57'42" WEST, A DISTANCE OF 227.52 FEET;

2) THENCE SOUTH 62°41'16" WEST, A DISTANCE OF 221.65 FEET;

3) THENCE SOUTH 41°36'23" WEST, A DISTANCE OF 102.14 FEET;

4) THENCE SOUTH 13°57'30" WEST, A DISTANCE OF 93.38 FEET;

5) THENCE SOUTH 3°29'19" WEST, A DISTANCE OF 91.12 FEET;

6) THENCE SOUTH 27°23'26" EAST, A DISTANCE OF 124.02 FEET;

7) THENCE SOUTH 4°27'46" EAST, A DISTANCE OF 84.59 FEET;

8) THENCE SOUTH 62°10'44" WEST, A DISTANCE OF 100.93 FEET;

9) THENCE NORTH 81°12'24" WEST, A DISTANCE OF 81.06 FEET;

10) THENCE NORTH 31°29'10" WEST, A DISTANCE OF 92.37 FEET;

11) THENCE NORTH 19°15'46" WEST, A DISTANCE OF 88.11 FEET;

12) THENCE NORTH 63°18'41" WEST, A DISTANCE OF 72.37 FEET;

13) THENCE SOUTH 86°23'58" WEST, A DISTANCE OF 121.88 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4)

OF SAID SECTION 33;

THENCE SOUTH 0°22'59" EAST ALONG SAID EAST LINE, A DISTANCE OF 578.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST

ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE SOUTH 89°18'16" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER

(1/4), A DISTANCE OF 1,311.30 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST

ONE-QUARTER (1/4);

THENCE SOUTH 0°52'23" EAST ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4)

OF SAID SECTION 33, A DISTANCE OF 1,345.02 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (1/4) OF THE

NORTHEAST ONE-QUARTER (1/4);

THENCE SOUTH 89°41'00" WEST ALONG THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 33, A DISTANCE OF 809.02 FEET TO A

POINT ON THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1238 OF THE PUBLIC RECORDS OF

POLK COUNTY, FLORIDA;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID WESTERLY LINE:

1) THENCE SOUTH 48°13'57" WEST, A DISTANCE OF 733.78 FEET;

2) THENCE SOUTH 2°57'56" WEST, A DISTANCE OF 1,078.50 FEET;

3) THENCE SOUTH 1°08'56" WEST, A DISTANCE OF 1,099.90 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33;

THENCE SOUTH 16°27'06" EAST, A DISTANCE OF 2,097.66 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 60;

THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE:

1) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 200.00 FEET;

2) THENCE SOUTH 17°16'34" EAST, A DISTANCE OF 168.00 FEET;

3) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 500.00 FEET;

4) THENCE NORTH 17°16'34" WEST, A DISTANCE OF 168.00 FEET;

5) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 406.48 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST ONE-QUARTER (1/4)

OF SAID SECTION 4;

THENCE NORTH 0°20'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 2,342.13 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST

ONE-QUARTER (1/4) OF SAID SECTION 4 SAID CORNER ALSO BEING ON THE SOUTH LINE OF SAID SECTION 33, TOWNSHIP 29 SOUTH,

RANGE 25 EAST;

THENCE NORTH 89°47'39" WEST ALONG SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 1,879.51 FEET TO THE SOUTHWEST CORNER OF

SAID SECTION 33;

THENCE NORTH 2°03'12" WEST ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF

2,641.73 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 2°41'48" WEST ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (1/4), A DISTANCE OF 567.33 FEET TO A POINT

ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 17 (STATE ROAD 555) SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE

CONCAVE SOUTHEASTERLY, SAID CURVE HAS A RADIUS OF 7,534.44 FEET, TO WHICH A RADIAL LINE BEARS NORTH 66°25'06" WEST;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID EASTERLY RIGHT-OF-WAY LINE:

1) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°17'02" AN ARC DISTANCE OF 300.35 FEET;

2) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 1,034.27 FEET;

3) THENCE NORTH 54°40'35" EAST, A DISTANCE OF 114.13 FEET;

4) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 225.08 FEET;

THENCE SOUTH 85°34'30" EAST, A DISTANCE OF 836.96 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL

RECORDS BOOK 7457 AT PAGE 1242 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 18°24'35" EAST, A DISTANCE OF 655.24 FEET;

THENCE NORTH 76°27'05" EAST, A DISTANCE OF 787.49 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (1/4) OF

SAID SECTION 33;

THENCE NORTH 53°49'51" EAST, A DISTANCE OF 1,608.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF

THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 0°52'23" WEST ALONG SAID WEST LINE, A DISTANCE OF 225.00 FEET TO THE NORTH LINE OF THE NORTHEAST

ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 88°55'55" EAST ALONG SAID NORTH LINE, A DISTANCE OF 272.80 FEET TO THE NORTHWEST CORNER OF THE SECOND

PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID SECOND PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090

AT PAGE 485, A DISTANCE OF 200.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 88°55'55" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO THE SOUTHEAST CORNER OF

SAID PARCEL;

THENCE NORTH 0°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO A POINT ON THE NORTH LINE OF

THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 88°55'55" EAST ALONG SAID NORTH LINE OF NORTHEAST ONE-QUARTER (1/4), A DISTANCE OF 350.03 FEET TO THE

NORTHWEST CORNER OF THE FIRST PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC

RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID FIRST PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT

PAGE 485, A DISTANCE OF 200.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 88°55'55" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO THE SOUTHEAST CORNER OF

SAID PARCEL;

THENCE NORTH 0°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO A POINT ON THE NORTH LINE OF

THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 88°55'55" EAST ALONG SAID NORTH LINE OF NORTHEAST ONE-QUARTER (1/4), A DISTANCE OF 300.02 FEET TO THE POINT

OF BEGINNING.

TOGETHER WITH:

PARCEL 2

A PARCEL OF LAND, LOCATED IN SECTION 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID

SECTION 33, A DISTANCE OF 800.09 FEET TO THE NORTHEAST CORNER OF THE SIXTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS

BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 24.53 FEET TO THE NORTHWEST

CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9476 AT PAGE 182 OF THE PUBLIC RECORDS OF POLK COUNTY,

FLORIDA;

THENCE SOUTH 11°33'29" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 70.40 FEET TO A POINT ON THE NORTHERLY

RIGHT-OF-WAY LINE OF THE BARTOW NORTHERN CONNECTOR;

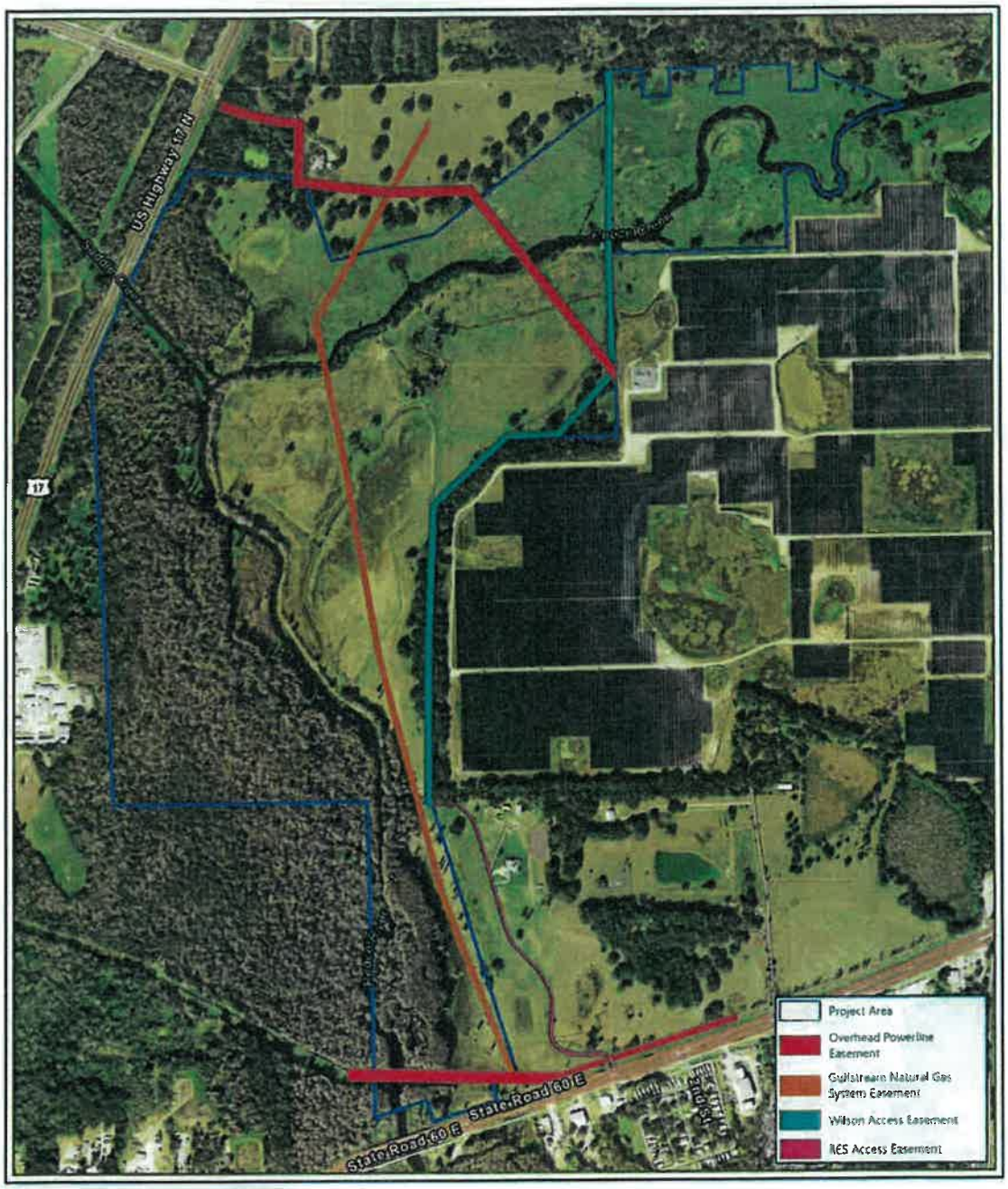
THENCE NORTH 66°42'03" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 41.68 FEET TO A POINT ON THE EAST LINE

OF THE SIXTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY,FLORIDA;

THENCE NORTH 00°22'51" WEST ALONG SAID EAST LINE, A DISTANCE OF 52.68 FEET TO THE POINT OF BEGINNING.

LOCATED IN POLK COUNTY, FLORIDA CONTAINING 396.320 ACRES MORE OR LESS.

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Project Area

Wilson Ranch
Polk County, FL
31 31 31W 27 913479

0 470 940
Feet

Reference: Project limits are approximate. The property boundaries depicted on this map have not been surveyed and are for prospect assessment purposes only. Information is not to be used as legal boundaries. All dimensions and sizes are approximate.
Data Source: RES
Spatial Reference:
Albers Conical Equal Area | Florida Geographic

res
www.res.us

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/11/2023

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
Aon Risk Insurance Services West, Inc.
Denver CO Office
1900 16th Street, Suite 1000
Denver CO 80202 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (303) 758-7688 **FAX (A/C. No.):** (303) 758-9458
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	Scottsdale Ins Company	41297
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
HGS, LLC
6575 West Loop South
Suite 300
Bellaire TX 77401 USA

COVERAGES **CERTIFICATE NUMBER:** 570102206022 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			VRS0006957	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$1,000,000 $350,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $25,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 8633906 - 03	10/08/2023	10/08/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	UMBRELLA LIAB [ ] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION			VES0004308	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE Automobile Excess Limit	$10,000,000 $10,000,000 $9,000,000
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		WC863390703	10/08/2023	10/08/2024	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
B	Environmental Contractors and Prof			VRS0006957 Prof/Poll - Claims Made	10/01/2023	10/01/2024	Ea Claim / Cvg Aggregate Deductible	$1,000,000 $2,000,000 $25,000

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

RE: Project Number: 105342, Project Name: Wilson Ranch Reserve, Project Site Location: FL. Polk County, a political subdivision of the State of Florida are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Excess Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Polk County in accordance with the policy provisions of the General Liability, Automobile Liability, Excess Liability and Workers' Compensation policies. Excess Liability policy includes excess coverage for General

CERTIFICATE HOLDER

Polk County, political subdivision
of the State of Florida
PO Box 9005, Drawer AS06
1250 Golfview Drive
Bartow FL 33831-9005 USA

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

Aon Risk Insurance Services West Inc.

Holder Identifier :

Certificate No : 570102206022

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000075824
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	HGS, LLC
POLICY NUMBER: See Certificate Number: 570102206022	
CARRIER: See Certificate Number: 570102206022 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Liability Completed Operations and Pollution.

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AGENCY CUSTOMER ID: 570000075824
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	HGS, LLC
POLICY NUMBER	
See Certificate Number: 570102206022	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570102206022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured Schedule

Bayou Paul Mitigation Area, LLC
Carolina Heelsplitter Conversation, LLC
CBAY-VA, LLC
Coastal Louisiana Resource, LLC
EBX-EM,LLC
EBX-GCW, LLC
EBX-Neuse I, LLC
EBX Mountain Run, LLC
EBX-Waccamaw, LLC
EBX Resource Banking, LLC
Ecological Restoration Services, LLC
Eighth Louisiana Resource, LLC
Environmental Banc Exchange, LLC (EBX)
Fifth Louisiana Resource, LLC
First California Resource, LLC
First Indiana Resource, LLC
First Louisiana Resource, LLC
RES Texas Mitigation, LLC
First Texas Resource, LLC
First Pennsylvania Resource, LLC
First West Virginia Resource, LLC
Fourth Louisiana Resource, LLC
HGS LLC dba RES Environmental Operating Company, LLC
Resource Project Specific Mitigation, LLC
RLF Angleton Properties, LLC
Second Louisiana Resource, LLC
Seventh Louisiana Resource, LLC
Sixth Louisiana Resource, LLC
Third Louisiana Resource, LLC
Third Texas Resource, LLC
Wingnut Interests, LLC
RES-Pac, Inc.
Louisiana Pecans, LLC
RES-Holding Company
Potamoi Holdings, LLC
RES Mitigation, LLC
GDS, LLC
Earthmark WV Mitigations, LLC
Chesapeake Wetland Mitigation Bank
Colonel Land, LLC
Bunker Root Bear Stand, LLC
Center for Restoration
Greenbanx, LLC
Red Brick Arrow, LLC
CAT Island Conservancy, LLC
RES Carolinas, LLC
RES Kentucky, LLC DBA Redwing Ecological Services
Headwater Management, LLC
RES Great Lakes, LLC
RES Florida, LLC

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AGENCY CUSTOMER ID: 570000075824

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	HGS, LLC
POLICY NUMBER	
See Certificate Number: 570102206022	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570102206022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Liability

Excess Liability - Carrier: Colony Insurance Company - Policy No. EXO 4223659 (Effective 10/01/2023 - 10/01/2024) Limit: $15M XS $10M

Excess Liability - Carrier: Allied World Assurance Co (U.S.) Inc. - Policy No .0313-5521 (Effective 10/01/2023 - 10/01/2024) Limit: $15M XS 25M

Excess Liability - Carrier: Allied World Assurance Co (U.S.) Inc. - Policy No .0313-5521 (Effective 10/01/2023 - 10/01/2024) Limit: $15M XS 25M

Excess Liability - Carrier: Nautilus Insurance Company. - Policy No FFX2030895-14 (Effective 10/01/2023 - 10/01/2024) Limit: $10M XS 40M

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REQUEST FOR LEGAL SERVICES

TO: County Attorney's Office

Attention: Heather Bryan

FROM: Tabitha Biehl / Brooke Moherek (Drawer PW06) Ext. 863-899-8157

DIV: Parks and Natural Resources

DATE: November 3, 2025

Request (In detail):

To approve the Conservation Easement with HGS, LLC,dba RES Environmental Operating Company (Grantor) in favor of Polk County, a political subdivision of the State of Florida (Grantee). The Conservation Easement ensures the County's interest in the project is protected in perpetuity.

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:

From:	Moherek, Brooke
To:	Leidinger, Jennifer
Subject:	Fw: Wilson Ranch RES CE
Date:	Wednesday, November 5, 2025 2:38:53 PM
Attachments:	image001.png Outlook-PolkCo log.png Outlook-PolkCo log.png

---

Thanks,
Brooke Moherek
Project Management Specialist
Polk County Parks and Natural Resources
4177 Ben Durrance Road
Bartow, FL 33830
Cell: (863) 209-3154
Office: (863) 534-7377 ext. 244

"Let the beauty of what you love be what you do" -Rumi

From: Moherek, Brooke <BrookeMoherek@polk-county.net>
Sent: Thursday, October 30, 2025 2:24 PM
To: Bryan, Heather <heatherbryan@polkfl.gov>
Cc: Biehl, Tabitha <TabithaBiehl@polk-county.net>
Subject: Re: Wilson Ranch RES CE

Perfect, thank you!

Thanks,
Brooke Moherek
Project Management Specialist
Polk County Parks and Natural Resources
4177 Ben Durrance Road
Bartow, FL 33830
Cell: (863) 209-3154
Office: (863) 534-7377 ext. 244

"Let the beauty of what you love be what you do" -Rumi

From: Bryan, Heather <heatherbryan@polkfl.gov>
Sent: Thursday, October 30, 2025 2:02 PM
To: Moherek, Brooke <BrookeMoherek@polk-county.net>
Cc: Biehl, Tabitha <TabithaBiehl@polk-county.net>
Subject: RE: Wilson Ranch RES CE

Looks good!

Heather Bryan
Assistant County Attorney
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, FL 33831
Tel: (863)534-6746
Fax: (863)534-7654

Book time to meet with me

From: Moherek, Brooke <BrookeMoherek@polk-county.net>
Sent: Thursday, October 30, 2025 10:37 AM
To: Bryan, Heather <heatherbryan@polkfl.gov>
Cc: Biehl, Tabitha <TabithaBiehl@polk-county.net>
Subject: Wilson Ranch RES CE

Good Morning Heather,

We have been working on a conservation easement for the wilson ranch project where HGS, LLC "RES" will be the Grantor. We were using the template that we created for the Astute piece and modified for this piece. Are you able to review please?

Thanks,
Brooke Moherek
Project Management Specialist
POLK COUNTY
Polk County Parks and Natural Resources
4177 Ben Durrance Road
Bartow, FL 33830
Cell: (863) 209-3154
Office: (863) 534-7377 ext. 244

"Let the beauty of what you love be what you do" -Rumi

Agenda
11/18/2025

Subject

Approve the Conservation Easement with HGS, LLC, dba RES Environmental Operating Company (Grantor) in favor of Polk County, a political subdivision of the State of Florida (Grantee). (No Fiscal Impact)

Description
Polk County ("County") and HGS, LLC, dba RES Environmental Operating Company ("RES") entered into a Comprehensive Services Agreement ("CSA") contract number 2023- 059 executed October 17, 2023, to improve and restore the Peace River streambank through the Wilson Ranch Property

The CSA requires as a deliverable for RES to dedicate to the COUNTY a Conservation Easement. The project includes construction of strategic water quality structures, including hydrating or enhancing historic wetlands and/or creating new wetlands to address water resource issues and nutrient loading in local waterbodies. The Conservation Easement ensures the County's investments and interests are protected in perpetuity.

Progress to date is RES has completed all pre-construction activities and plans to start construction Winter of 2025.

Recommendation
Approve the Conservation Easement between RES and the County.

Fiscal Impact
No Fiscal Impact

Contact Information
Tabitha Biehl, Director
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

Agenda Item R.23. 11/18/2025

SUBJECT

Approve Land Purchase Agreement in conjunction with the purchase of conservation preservation property located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, McBride parcel ($6,000 one-time expense)

DESCRIPTION

The County through its Environmental Lands Acquisition program routinely acquires title to properties for conservation preservation purposes. Through this acquisition program the County has accumulated a large land holding within the Lake Wales Ridge Ecosystem known as the Crooked Lake West Area; however, many of the parcels are scattered and non-contiguous making land management activities very difficult. The County's Natural Resources section has identified numerous parcels which if acquired would infill and add to the overall conservation area while aiding in future land management activities. The County is in the process of contacting the property owners of the identified parcels, many of whom are out of state, with an offer to purchase the specific parcels. Several property owners are still reviewing the offer and others, such as the one referenced below, have decided to accept the County's offer, and have executed an agreement for the sale of their property.

Approving the following agreement will allow the County to purchase and take ownership of the subject property. It will also allow the parcel to be incorporated into the existing Crooked Lake West conservation preservation area and aid in the overall land management of the area:

1. Land Purchase Agreement between Frank L. McBride and Helen K. McBride, Trustees of the Frank L. McBride and Helen K. McBride Revocable Living Trust dated the 9th day of September, 1998 and Polk County for the purchase of Parcel ID Number 273128-000000-033220 for the amount of $6,000. The property is vacant, rectangular-shaped containing approximately 1.25 acres lying in Section 28, Township 31 South, Range 27 East.

RECOMMENDATION

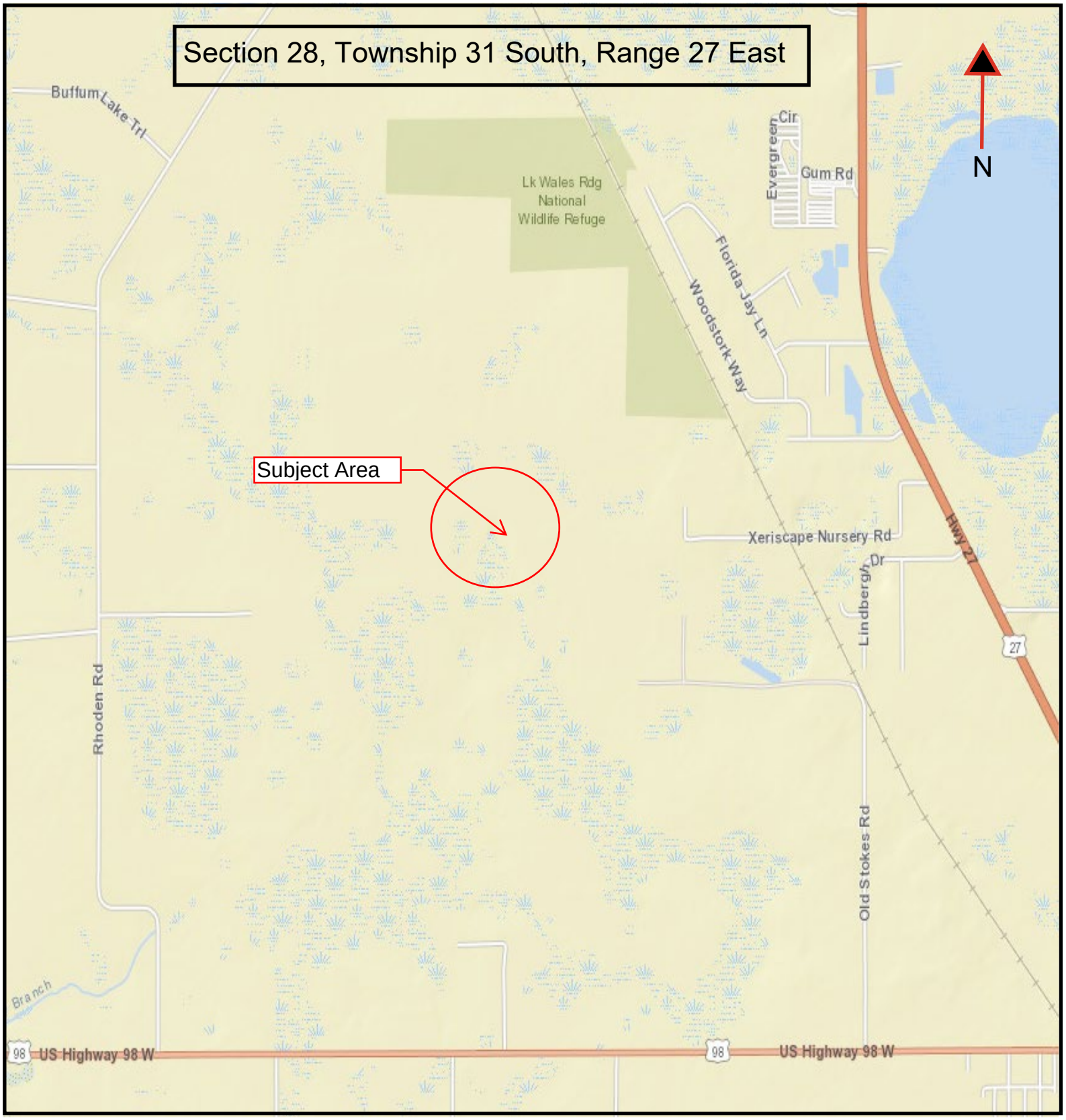
Request Board approve the afore-mentioned Land Purchase Agreement and authorize the issuance of a check in the amount of $6,000 for the purchase.

FISCAL IMPACT

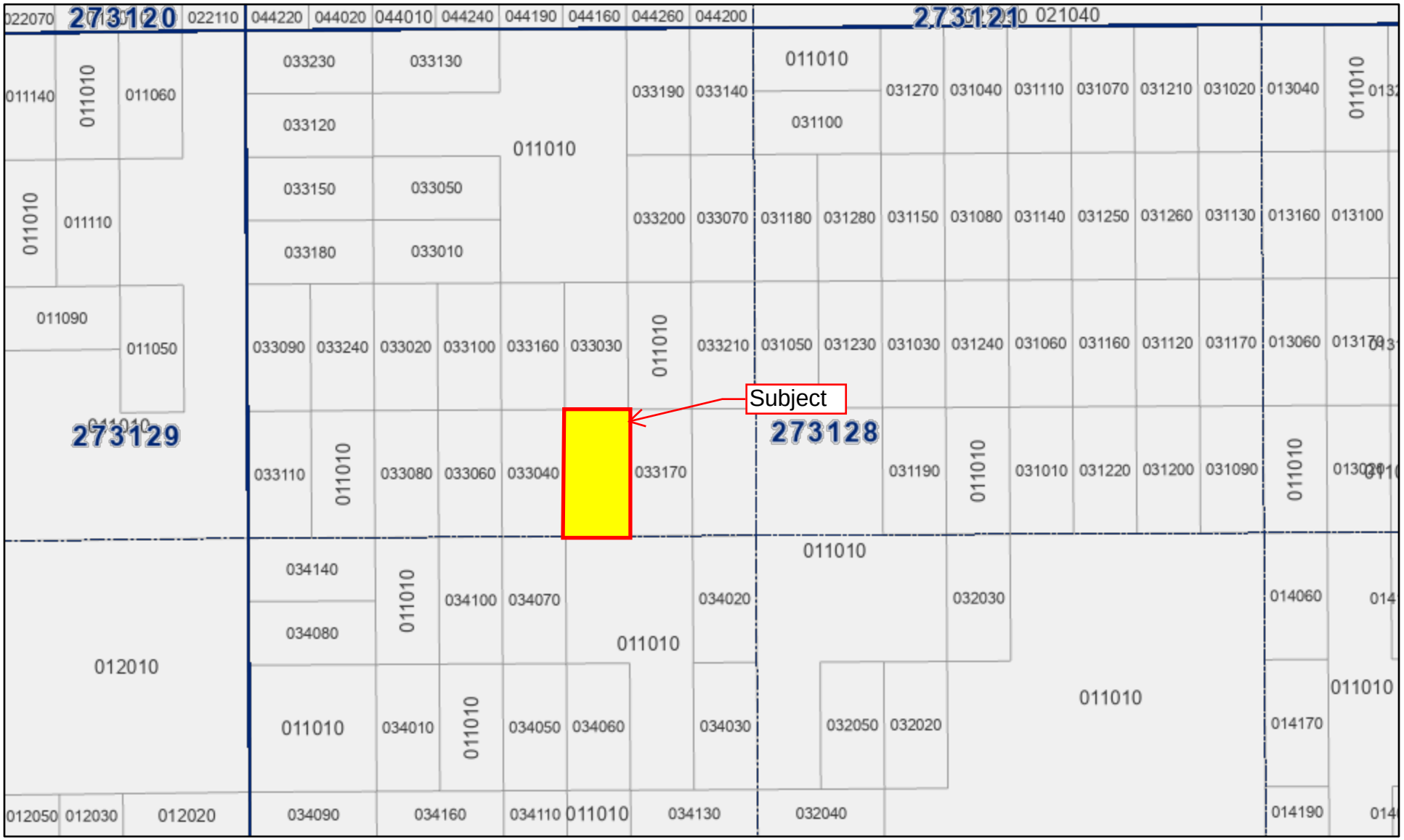
Funds are available for the purchase of the properties in the Environmental Lands Acquisition Fund.

CONTACT INFORMATION

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


Section 28, Township 31 South, Range 27 East
N
Buffum Lake Trl
Lk Wales Rdg
National
Wildlife Refuge
Evergreen Cir
Gum Rd
Florida Jay Ln
Woodstork Way
Subject Area
Xeriscape Nursery Rd
Lindbergh Dr
Hwy 27
27
Rhoden Rd
Old Stokes Rd
Branch
98
US Highway 98 W
98
US Highway 98 W

Section 28, Township 31 South, Range 27 East



0 195 390 780 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Polk County Property Appraiser
Polk County, Florida
November 4, 2025

N
W E

1033

Board of County Commissioners

Crooked Lake West Project Area
Parcel ID Number: 273128-000000-033220

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT made and entered into this 28 day of October, 2025, between **Frank L. McBride and Helen K. McBride, Trustees of the Frank L. McBride and Helen K. McBride Revocable Living Trust dated the 9th day of September, 1998** whose mailing address is 26189 Hartley Road, Beloit, Ohio 44609, hereinafter referred to as "Owners", and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Bartow, Florida 33831-9005, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Owners agree to sell to Purchaser and Purchaser agrees to purchase from Owners the land identified as **Parcel ID Number 273128-000000-033220** located in Polk County, Florida, as further described in **Exhibit "A",** containing approximately 1.25 acres, together with all improvements, easements, and appurtenances, (collectively, the "Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

(a) Owners agree to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto Purchaser, for the sum of **$6,000.00 (Six Thousand Dollars)**.

(b) Purchaser shall pay unto the Owners the total sum of $6,000.00, by County Warrant, within ninety (90) days from the date hereof upon simultaneous delivery of such instrument of conveyance. Any improvements or personal property not removed from the Property by closing shall be considered abandoned by the Owner.

(c) Owner shall be responsible for the payment of any past due property taxes or current property taxes for which tax bills are available at the time of closing. Purchaser will be responsible for current year taxes for which no tax bill is available at the time of closing. Purchaser shall be responsible for the recording of the deed of conveyance.

(d) Owners acknowledge they have not incurred the services of a Real Estate Broker.

(e) The Owners agree and expressly acknowledge that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and/or claims arising from this acquisition and no other monies, including fees and/or costs, are owed by the County to Owners.

- **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date shown above.

PURCHASER:
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: _____
Melanea D. Hough, Professional Real Estate Services

By: _____
R. Wade Allen, Director
Real Estate Services
Its Agent

OWNER:

By: _____
Frank L. McBride, Trustee

By: _____
Helen K. McBride, Trustee

Exhibit "A"

Tract No. 940: The East 165 feet of the West 990 feet of the South 330 feet of the North 1320 feet of the North 3/4 of the West 1/2 of the Northwest 1/4 of Section 28, Township 31 South, Range 27 East. The North 40 feet thereof subject to an easement for road right-of-way.

Being Parcel I.D. #27-31-28-000000-033220

Being the same property as described in that Certain Quit-Claim Deed as recorded in Official Records Book 4107 at Pages 0018 through 0020, of the Public Records of Polk County, Florida.

Agenda Item R.24. 11/18/2025

SUBJECT

Accept Drainage Easements from Casey Gifford and Whitney L. Filippone and Vicent D. Filippone, Jr. in conjunction with new development. (No Fiscal Impact)

DESCRIPTION

In conjunction with a new residential development known as Mrytlebrook Preserve, located along Myrtle Road north of Lakeland, the developer is making off-site drainage improvements to the west of the development. Two easement parcels were identified for the drainage improvements measuring approximately 20-feet wide and containing a total of approximately 3,100 square feet over properties owned by Casey Gifford and Whitney and Vincent Filippone. The owners of the properties have agreed to a request to grant easements over the described areas and they have executed and delivered Drainage Easements to the County. Accepting the above-mentioned Drainage Easements will give the County the easements needed to maintain the off-site drainage improvements associated with the development.

RECOMMENDATION

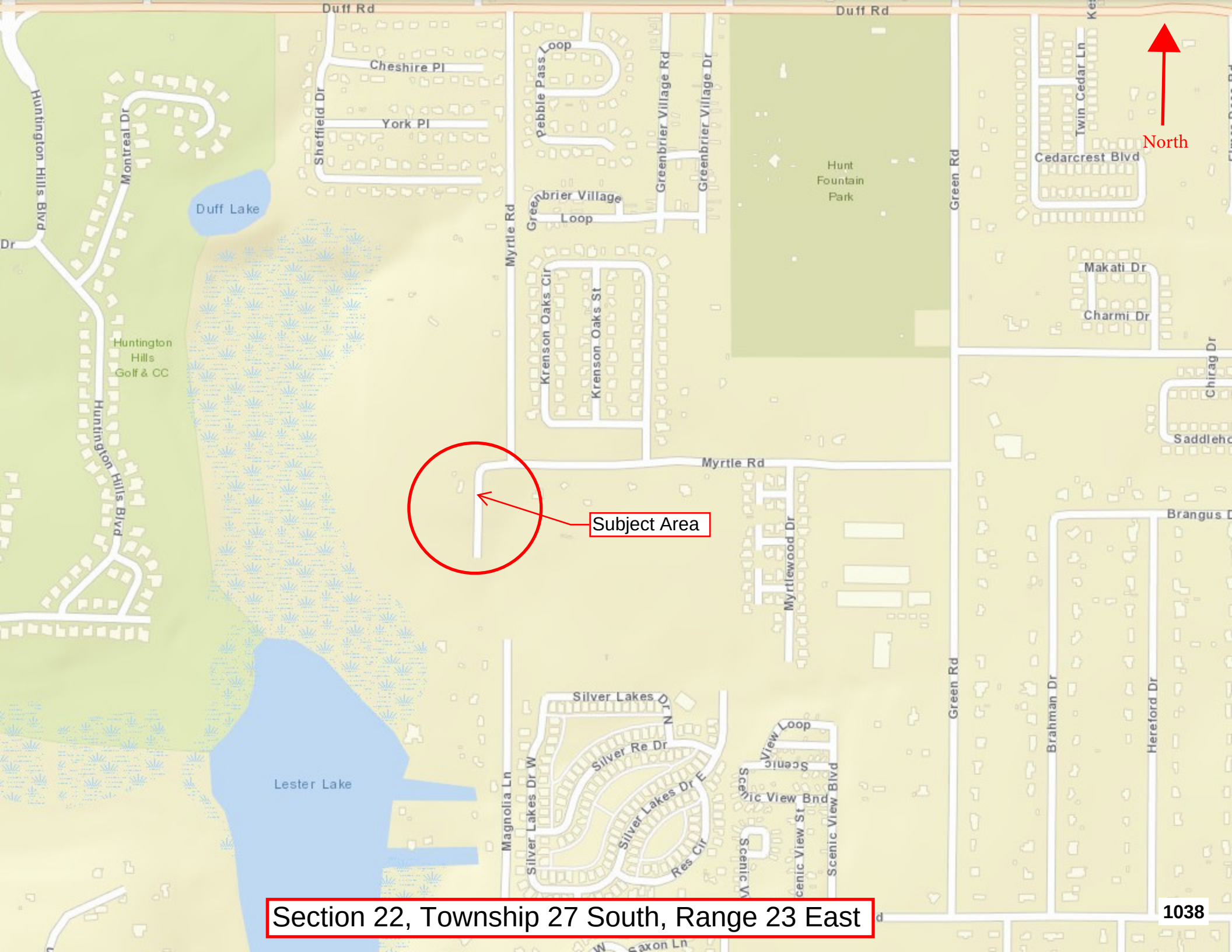
Request Board accept the aforementioned Drainage Easements.

FISCAL IMPACT

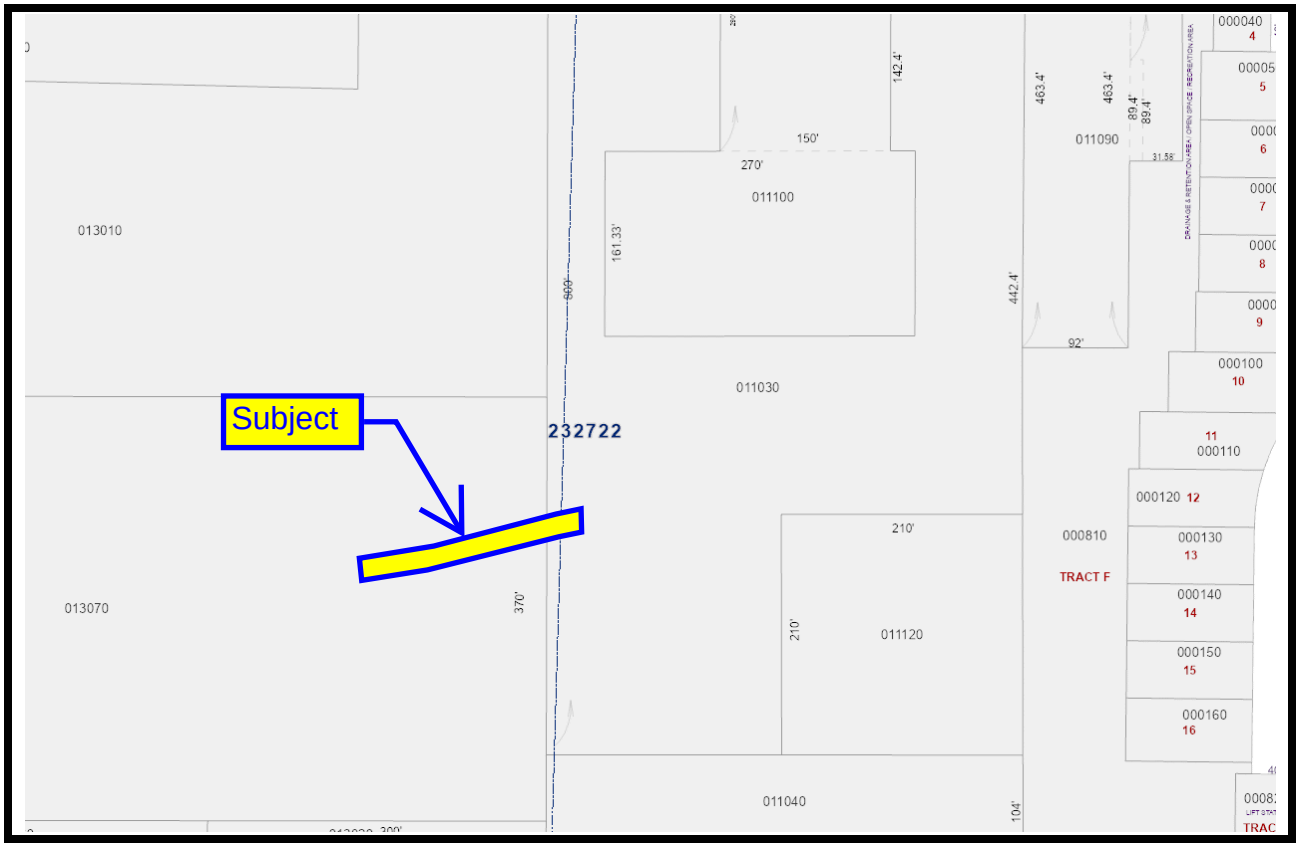
No fiscal impact.

CONTACT INFORMATION

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


Duff Rd
Duff Rd
Cheshire Pl
York Pl
Sheffield Dr
Pebble Pass Loop
Greenbrier Village Rd
Greenbrier Village Dr
Greenbrier Village Loop
Myrtle Rd
Hunt Fountain Park
Green Rd
Twin Cedar Ln
Cedarcrest Blvd
North
Huntington Hills Blvd
Montreal Dr
Duff Lake
Huntington Hills Golf & CC
Krenson Oaks Cir
Krenson Oaks St
Makati Dr
Charmi Dr
Chirag Dr
Myrtle Rd
Subject Area
Myrtlewood Dr
Brangus D
Brahman Dr
Hereford Dr
Silver Lakes Dr N
Silver Re Dr
Magnolia Ln
Silver Lakes Dr W
Silver Lakes Dr E
Res Cir
Scenic View Loop
Scenic View Bnd
Scenic View St
Scenic View Blvd
Lester Lake
Saxon Ln
Section 22, Township 27 South, Range 23 East
1038

SECTION 22, TOWNSHIP 27 SOUTH, RANGE 23 EAST



This instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
PO Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Scott C. Lowery
Parent Parcel ID No.: 232722-000000-011030

Myrtle Road

DRAINAGE EASEMENT

THIS EASEMENT made this 4th day of November, 2025, between **CASEY GIFFORD,** a single man, whose address is 533 S. Combee Road, Lakeland, Florida 33801, 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 he is lawfully seized of said lands and that he has good, right and lawful authority to grant this easement.

Grantor shall be responsible for maintenance of vegetation within the easement area.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness

Print Name Scott Lowery

Address 515 E. Blvd St, Bartow, FL 33830

Witness

Print Name Robert W. Atlas

Address 515 E. Blvd St Bartow FL 33830

Casey Gifford

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 4th day of November, 2025, by Casey Gifford, a single man who ☐ is personally known to me or ☑ has produced FL Drivers License as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name

SCOTT C. LOWERY
Notary Public
State of Florida
Comm# HH659008
Expires 7/11/2029

My Commission Expires

DESCRIPTION: (Prepared by Pennoni)

A parcel of land being a portion of that parcel described in Official Records Book 11685, Page 1799, Public records of Polk County, Florida, being in the Northeast 1/4 of Section 22, Township 27 South, Range 23 East, Polk County, Florida, described as follows:

Commencing at the northeast corner of the Northeast 1/4 of said Northeast 1/4 of Section 22; thence North 89°55'00" West, along the north line of the Northeast 1/4 of said Northeast 1/4 of Section 22, a distance of 1339.69 feet to the northwest corner of said Northeast 1/4 of the Northeast 1/4 of Section 22; thence South 00°28'39" West, along the west line of said Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 617.54 feet for the POINT OF BEGINNING; thence continue South 00°28'39" West, along said line, 20.73 feet; thence North 75°16'37" East, 20.73 feet; thence North 00°28'39" East, 20.73 feet; thence South 75°16'37" West, 20.73 feet to the POINT OF BEGINNING. Said parcel containing 415 square feet, more or less.

SURVEY NOTES:

1) This is not a survey.

2) Bearings based on the State of Florida, State Plane Coordinate System, North American Datum of 1983 (NAD 83), adjustment 1990, West Zone, the north line of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 27 South, Range 23 East, being North 89°55'00" West.

September 18, 2025
Date

Elizabeth K Merta
Digitally signed by Elizabeth K Merta
Date: 2025.09.19 14:05:37 -04'00'

ELIZABETH K. MERTA, PSM
Florida License No. LS6113
PENNONI ASSOCIATES INC.
Florida License No. LB8126

The seal and signature appearing on this document were authorized by Elizabeth K. Merta, PSM., (LS No. 6113) using a digital signature. Printed copies of this document are not considered signed and sealed. The signature must be verified on any electronic copies. Printed copies of this document are not valid without the original signature and seal of a Florida licensed surveyor and mapper.

SEE SHEET 2 OF 2 FOR SKETCH AND LEGEND

Pennoni
PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.6185

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

MYRTLEBROOK
NE 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FL

LEGAL DESCRIPTION
FILIPPONE DRAINAGE EASEMENT

HIGHLAND HOMES

PROJECT	HIGHH24001
DATE	2025-09-18
DRAWING SCALE	1" = 60'
DRAWN BY	LSS
APPROVED BY	EKM

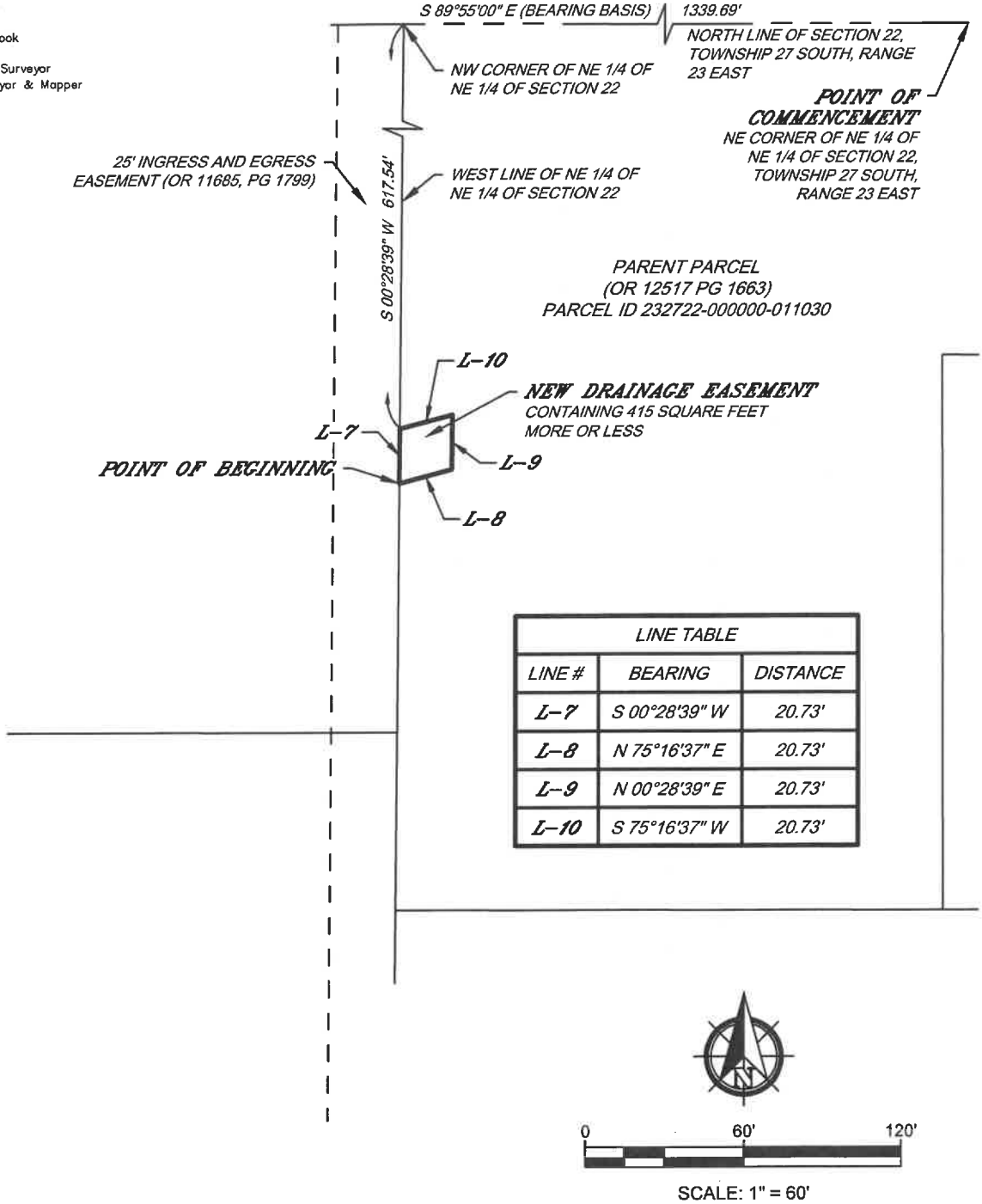
V-DESC-A1

SHEET 1 OF 2

U:\ACCOUNTS\HIGHH\HIGHH24001 - MYRTLEBROOK SUB, LAKELAND, FL - SURVEY\DESIGN\WSECURE\PHASE 08 - DRAINAGE DESC-SKTCHS\PRODUCTION\HIGHH24001-VW-PH08-LGLS-20250917.DWG PLOTTED: 9/18/2025 8:23:53 AM, BY: SCOTT SEIBERT PLOTSTYLE: PENNONI NCS.STB, PROJECT STATUS: —

LEGEND

LB – Licensed Business
LS – Licensed Surveyor
OR – Official Records Book
PG – Page
PLS – Professional Land Surveyor
PSM – Professional Surveyor & Mapper



LINE TABLE		
LINE #	BEARING	DISTANCE
L-7	S 00°28'39" W	20.73'
L-8	N 75°16'37" E	20.73'
L-9	N 00°28'39" E	20.73'
L-10	S 75°16'37" W	20.73'

SCALE: 1" = 60'

SEE SHEET 1 OF 2 FOR DESCRIPTION AND SURVEYOR'S NOTES

Pennoni

PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.6185

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

MYRTLEBROOK
NE 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FL

LEGAL DESCRIPTION
FILIPPONE DRAINAGE EASEMENT

HIGHLAND HOMES

PROJECT	HIGHH24001
DATE	2025-09-18
DRAWING SCALE	1" = 60'
DRAWN BY	LSS
APPROVED BY	EKM

V-DESC-A1

SHEET 2 OF 2

L:\ACCOUNTS\HIGHH\HIGHH24001 - MYRTLEBROOK SUB, LAKELAND, FL - SURVEY\DESIGN\WSECURE\PHASE 08 - DRAINAGE DESC-SKTCHS\PRODUCTION\HIGHH24001-VW-PH08-LGLS-20250917.DWG PLOTTED: 9/18/2025 8:23:54 AM, BY: SCOTT SEIBERT PLOTSTYLE: PENNONI NCS.STB, PROJECT STATUS: —

This instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
PO Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Scott C. Lowery
Parent Parcel ID No.: 232722-000000-013070

Myrtle Road

DRAINAGE EASEMENT

THIS EASEMENT made this 7th day of November, 2025, between **WHITNEY L. FILIPPONE and VINCENT D. FILIPPONE, Jr.,** wife and husband, whose address is 2302 Myrtle Road, Lakeland, Florida 33810, Grantors, 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 Grantors, 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, do hereby grant unto the Grantee, its successors and assigns forever, a perpetual drainage easement for the expressed, sole 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 Grantors for the purpose of exercising the rights herein granted.

Grantors covenant with the Grantee that they are lawfully seized of said lands and that they have good, right and lawful authority to grant this easement.

Grantors shall be responsible for maintenance of vegetation within the easement area.

Grantors agree that Grantee has the authority to:

(a) Excavate or change the grade of the Easement Property as is reasonable, necessary, and proper for any and all purposes of the drainage easement, provided, however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation.

(b) Pass and repass along the Easement Property to and from the adjoining lands and pass and repass over, across, and upon the Grantors' Land to and from the Easement Property, as is reasonable and necessary in order to exercise to the fullest extent the easement.

Grantee agrees, except in case of emergency, to provide forty-eight (48) hours' notice to the Grantor before accessing the Easement Property.

Grantee agrees to indemnify Grantors from all claims of injury and damages to Grantor s and from all claims caused by any negligent act or omission of Grantee, its agents, representatives, or employees, arising from Grantee's permitted use of Easement Property during the term of this Easement. Nothing herein shall be deemed a waiver, express or implied, of Grantee'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.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seal the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness as to all signatories

Print Name Scott C. Lowery

Address 515 E. Blvd st, Bartowery

Witness as to all signatories

Print Name Heather Fuentes

Address 515 E. Boulevard st Bartow FL 33830

Whitney L. Filippone

Vincent D. Filippone, Jr.

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 7th day of November, 2025, by Whitney L. Filippone and Vincent D. Filippone, Jr., wife and husband, who ☐ are personally known to me or ☑ have produced Driver License as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name Heather Fuentes

My Commission Expires 7/25/28

HEATHER FUENTES
Notary Public
State of Florida
Comm# HH538679
Expires 7/25/2028

DESCRIPTION: (Prepared by Pennoni)

A parcel of land being a portion of that parcel described in Official Records Book 11685, Page 1799, Public records of Polk County, Florida, being in the Northeast 1/4 of Section 22, Township 27 South, Range 23 East, Polk County, Florida, described as follows:

Commencing at the northeast corner of the Northeast 1/4 of said Northeast 1/4 of Section 22; thence North 89°55'00" West, along the north line of the Northeast 1/4 of said Northeast 1/4 of Section 22, a distance of 1339.69 feet to the northwest corner of said Northeast 1/4 of the Northeast 1/4 of Section 22; thence South 00°28'39" West, along the west line of said Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 617.54 feet for the POINT OF BEGINNING; thence continue South 00°28'39" West, along said line, 20.81 feet; thence South 75°16'37" West, 118.26 feet; thence South 80°49'46" West, 80.02 feet; thence North 09°05'28" West, 20.00 feet; thence North 80°49'46" East, 79.03 feet; thence North 75°14'47" East, 104.53 feet to the POINT OF BEGINNING. Said parcel containing 2674 square feet, more or less.

SURVEY NOTES:

1) This is not a survey.

2) Bearings based on the State of Florida, State Plane Coordinate System, North American Datum of 1983 (NAD 83), adjustment 1990, West Zone, the north line of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 27 South, Range 23 East, being North 89°55'00" West.

August 20, 2025
Date

Elizabeth K Merta
Digitally signed by Elizabeth K Merta
Date: 2025.09.19 14:03:49 -04'00'

ELIZABETH K. MERTA, PSM
Florida License No. LS6113
PENNONI ASSOCIATES INC.
Florida License No. LB8126

SEE SHEET 2 OF 2 FOR SKETCH AND LEGEND

NO.	REVISION DESCRIPTION	DATE	BY
1	REVISED SKETCH AND LEGAL	09/18/2025	LSS

The seal and signature appearing on this document were authorized by Elizabeth K. Merta, PSM., (LS No. 6113) using a digital signature. Printed copies of this document are not considered signed and sealed. The signature must be verified on any electronic copies. Printed copies of this document are not valid without the original signature and seal of a Florida licensed surveyor and mapper.

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.6185

MYRTLEBROOK
NE 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FL

LEGAL DESCRIPTION
FILIPPONE DRAINAGE EASEMENT

HIGHLAND HOMES

PROJECT	HIGHH24001
DATE	2025-08-20
DRAWING SCALE	1" = 60'
DRAWN BY	LSS
APPROVED BY	EKM

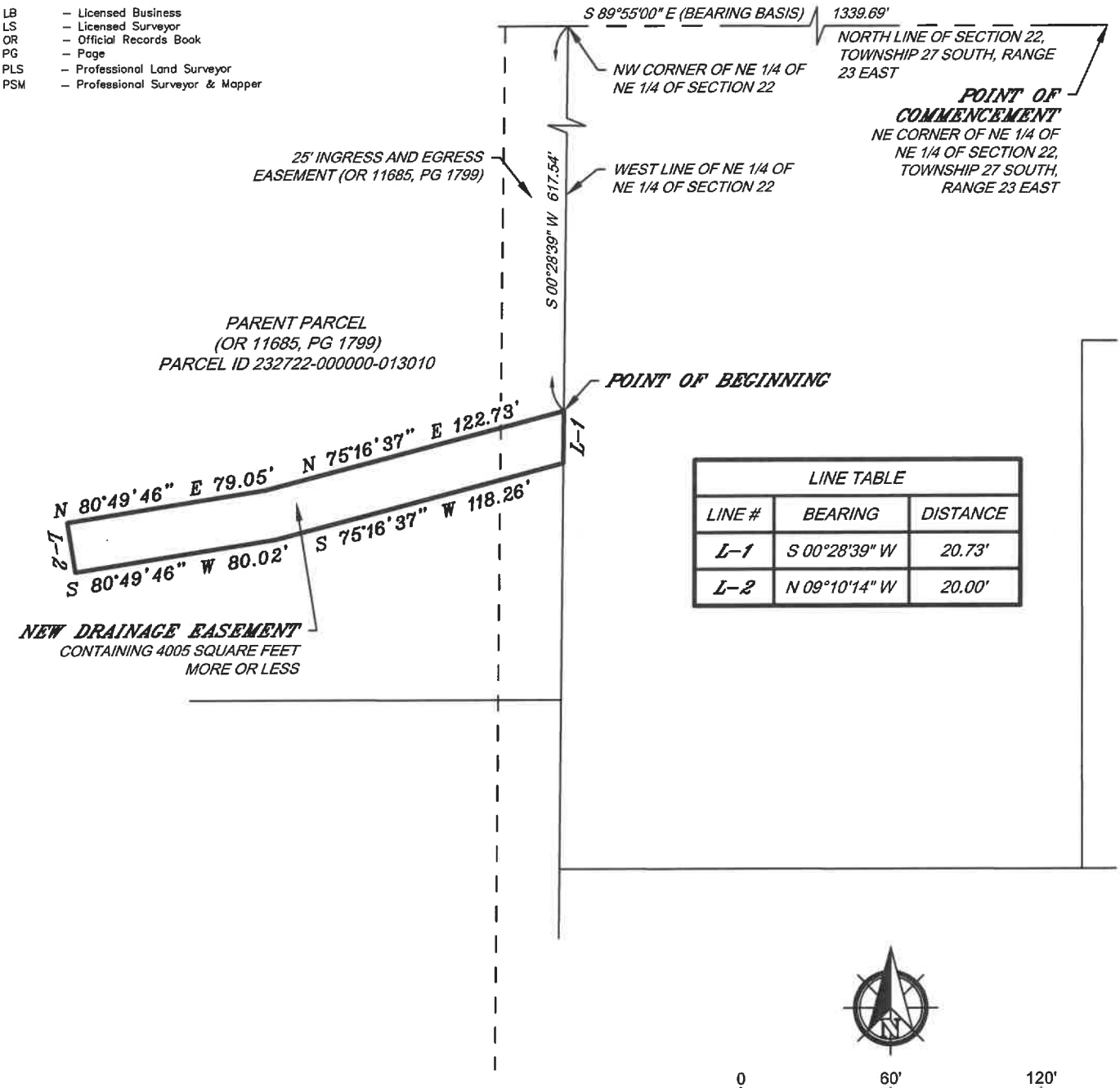
V-DESC-A

SHEET 1 OF 2

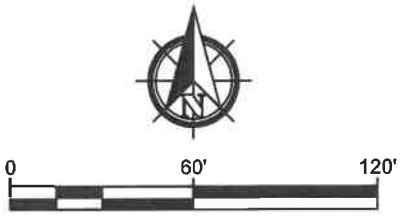
U:\ACCOUNTS\HIGHH\HIGHH24001 - MYRTLEBROOK SUB, LAKELAND, FL - SURVEY\DESIGN\VSECUREIPHASE 08 - DRAINAGE DESC-SKTCHS\PRODUCTION\HIGHH24001-VW-PH08-GLS-20250917.DWG PLOTTED: 9/18/2025 8:23:51 AM, BY: SCOTT SEIBERT PLOTSTYLE: PENNONI NCS.STB, PROJECT STATUS: —

LEGEND

LB – Licensed Business
LS – Licensed Surveyor
OR – Official Records Book
PG – Page
PLS – Professional Land Surveyor
PSM – Professional Surveyor & Mapper



LINE TABLE		
LINE #	BEARING	DISTANCE
L-1	S 00°28'39" W	20.73'
L-2	N 09°10'14" W	20.00'



SCALE: 1" = 60'

SEE SHEET 1 OF 2 FOR DESCRIPTION AND SURVEYOR'S NOTES

NO.	REVISION DESCRIPTION	DATE	BY
1	REVISED SKETCH AND LEGAL	09/18/2025	LSS

PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.6185

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MYRTLEBROOK
NE 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FL

LEGAL DESCRIPTION
FILIPPONE DRAINAGE EASEMENT

HIGHLAND HOMES

PROJECT	HIGHH24001
DATE	2025-08-20
DRAWING SCALE	1" = 60'
DRAWN BY	LSS
APPROVED BY	EKM

V-DESC-A

SHEET 2 OF 2

U:\ACCOUNTS\HIGH\HIGHH24001 - MYRTLEBROOK SUB, LAKELAND, FL - SURVEY\DESIGN\WSECUREIPHASE 08 - DRAINAGE DESC-SKTCHS\PRODUCTION\HIGHH24001-VW-PH08-LGLS-20250917.DWG PLOTTED: 9/18/2025 8:23:52 AM, BY: SCOTT SEIBERT PLOTSTYLE: PENNONI NCS.STB, PROJECT STATUS: —

Agenda Item R.25. 11/18/2025

SUBJECT

Accept a Polk County Utilities Easement from Standard Sand & Silica Company, as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of a proposed residential development the County, through its Development Review Process, has requested utility easements for the construction and/or future maintenance of utility facilities associated with the development. The proposed development is located to the east of US Highway 17/92 near its intersection with Ernie Caldwell Boulevard in the northeast portion of the County. The plans include the construction of off-site wastewater utility improvements consisting of the installation of a force main along Ernie Caldwell Boulevard to connect the development to existing facilities near CR 547. The majority of the force main is proposed to be installed within existing rights-of-way or easements; however, portions of the proposed force main are located just outside of the right-of-way/easements. Three easements were previously identified to accommodate the installation and future maintenance of those portions of the force main located outside of the existing right-of-way/easements and the developer coordinated the granting of a Utility Easement from the adjacent property owner, Standard Sand & Silica Company, for the easement parcels, which was recently accepted by the Board and recorded. Since that time an additional easement parcel was identified along the east side of US Highway 17/92 containing approximately 2,125 square feet which is needed for the proposed force main. The developer coordinated the granting of a Utility Easement from Standard Sand & Silica for the additional easement, which has been executed and delivered to the County. Accepting the Utility Easement will give the County the additional easement needed to construct and/or maintain the utility facilities associated with the proposed development.

RECOMMENDATION

Request Board accept the aforementioned Utility Easement.

FISCAL IMPACT

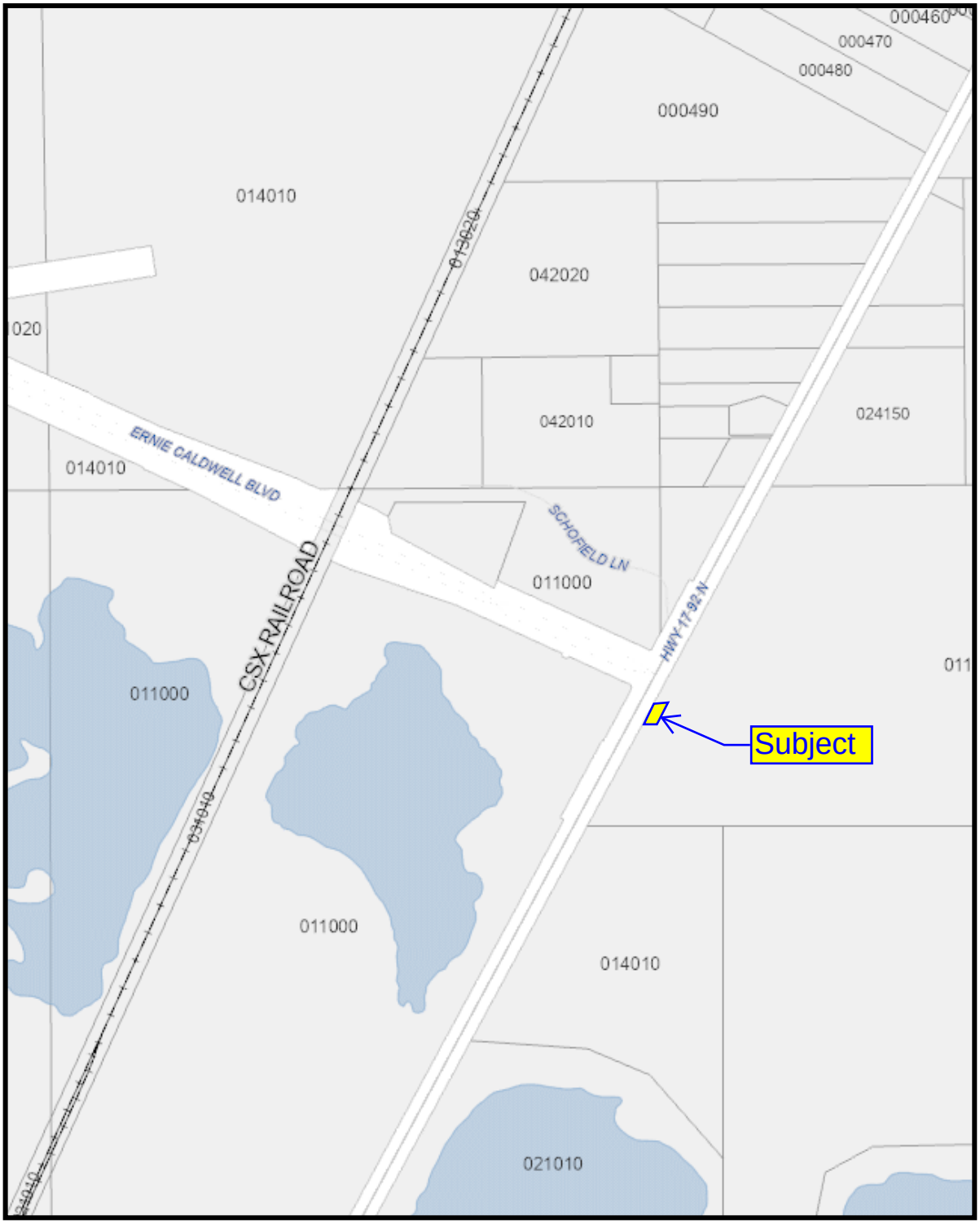
No fiscal impact.

CONTACT INFORMATION

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


Subject Area
North
Section 26,
Township 26 South,
Range 27 East
Ritchie Rd
Access Rd NW
Frontage Rd
Grandview Pkwy
Posner Blvd
Ernie Caldwell Blvd
George Jr Dr
Deer Creek RV Golf & Country Club
Home Run Blvd
Hwy 27
Holly Hill Grove Three Rd
FDC Grove Rd
Belvoir Dr
Huntwick Blvd
Ridgewood Lakes Blvd
Florida Development Rd
Park Place Blvd
Massee Rd
Nova Dr
Holly Hill Rd
Del Sol Ave
Ridgewood Lakes Golf Club
High Vista Dr
Del Webb Blvd
Forest Lake Dr
Andalusia Loop
Cadiz Loop
North Blvd W
North Blvd E
Oakbourne Ave
Solterra Blvd
Broad Oak Dr
Pine Tree Trl
Petes Ln
Bowen Rd
Little Zion Rd
Crescent Valley Ranch Rd
3H Ranch Rd
Lee Jackson Hwy
US Highway 17-92 N
US-17-92
SK Transportation
Hart Rd
Brunswick Dr
Ronald Reagan Pkwy
Cortland Dr
Providence Blvd
Providence Golf Club
Orange Cosmos Blvd

SECTION 26, TOWNSHIP 26 SOUTH, RANGE 27 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, FL 33831-9005
By: Scott C. Lowery

Utility Easement-Ernie Caldwell Blvd

Parent Parcel ID Nos.: 272626-000000-011000

UTILITY EASEMENT

THIS EASEMENT made this 1ST day of NOVEMBER, 2025, between **STANDARD SAND & SILICA COMPANY,** a Florida corporation, whose address is 1850 Highway 17/92 North, Davenport, Florida 33837, Grantor, and **POLK COUNTY**, a political subdivision organized and existing in the State of Florida, whose mailing address is Post Office Box 988, Bartow, Florida 33831-9005, Grantee.

WITNESSETH, that the said 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 utility easement for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and maintaining utility 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.

This Utility Easement is not a public easement but is for the specific and sole use of Polk County owned utilities.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said 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)

Witness
Print Name Gayle Stabo

Address 7221 W Montview Ln
Littleton, Co 80125

Witness
Print Name ANNE YATES

Address 9249 S. BROADWAY #200
HIGHLANDS RANCH, CO 80129

STANDARD SAND & SILICA COMPANY, a Florida corporation

By: _____
Robert Stabo, CEO

STATE OF ~~FLORIDA~~ COLORADO MK

COUNTY OF ~~POLK~~ DOUGLAS MK

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of NOVEMBER, 2025, by Robert Stabo, as CEO of Standard Sand & Silica Company, a Florida corporation, who ☐ is personally known to me or ☒ has produced COLORADO DRIVER LICENSE as identification.

(AFFIX NOTARY SEAL)

MYUNG HEE KIM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224040424
MY COMMISSION EXPIRES 10/19/2026

Notary Public
Print Name MYUNG HEE KIM

My Commission Expires 10/19/2026

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 26, Township 26 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 26, Township 26 South, Range 27 East, Polk County, Florida, thence S89°37'45"W, along the North line of said Section 26, a distance of 2,155.98 feet to the East Right of Way line of U.S. Highway 17–92; thence departing said North line, run S28°24'08"W, along said East Right of Way line, a distance of 1,031.86 feet to the Point of Beginning; thence departing said East Right of Way line, run thence N71°28'23"E, a distance of 39.87 feet; thence S28°24'08"W, a distance of 81.61 feet; thence S79°28'52"W, a distance of 35.00 feet to a point on the East Right of Way line of U.S. Highway 17–92; thence N28°24'08"E, along said East Right of Way line, a distance of 74.47 feet to the Point of Beginning.

Containing 2,125 square feet or 0.05 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
S.	SOUTH
E.	EAST
O.R.B.	OFFICIAL RECORDS BOOK
PGS.	PAGES
TEMP.	TEMPORARY
NO./#	NUMBER
●	DESCRIPTIVE POINT
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, (NAD 83, 2007 ADJUSTMENT).
BASIS OF BEARING THE NORTH LINE OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 27 EAST, BEING S89°37'45"W.
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SHEET 1 OF 2

REQUESTED BY: PULTE GROUP

DATE OF SKETCH: 9/25/2025	REVISIONS:
SCALE: 1" = 100'	
SEC. 26, TWP. 26 S, RNG. 27 E	
CAD FILE: S-L UE 4	
JOB NO.: 23-461 DRAWN BY: ELW	

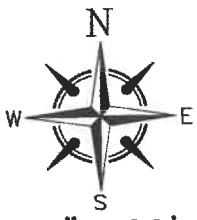
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

9/25/2025

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



1"=100'

SOUTH LINE SEC. 23, TWP. 26 S., RNG. 27 E.
S89°37'45"W 2155.98'
NORTH LINE SEC. 26, TWP. 26 S., RNG. 27 E.

23 | 24
26 | 25

POINT OF COMMENCEMENT
NORTHEAST CORNER OF SEC. 26, TWP. 26 S., RNG. 27 E.

S28°24'08"W 1031.86'

EASTERLY RIGHT OF WAY LINE

ERNIE CALDWELL BOULEVARD
PUBLIC RIGHT OF WAY VARIES PER O.R.B. 9308, PAGE 2114

UTILITY EASEMENT PER O.R.B. 11478, PAGES 166-177

POINT OF BEGINNING

N71°28'23"E 39.87'

N28°24'08"E 74.47'

S28°24'08"W 81.61'

S79°28'52"W 35.00'

UNPLATTED

UNPLATTED

U.S. HIGHWAY 17-92
PUBLIC RIGHT OF WAY VARIES

EASTERLY RIGHT OF WAY LINE

EAST LINE OF NORTHWEST ¼ OF SEC. 26, TWP. 26 S., RNG. 27 E.

WEST LINE OF NORTHEAST ¼ OF SEC. 26, TWP. 26 S., RNG. 27 E.

UNPLATTED

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 965

SHEET 2 OF 2

Agenda Item R.26. 11/18/2025

SUBJECT

Authorize an Easement and Bill of Sale to the Tohopekaliga Water Authority in conjunction with water, wastewater and reclaimed water service to the Sheriff Northeast District Command Center. (No fiscal impact)

DESCRIPTION

Polk County has a project to construct a new Sheriff district command center along the east side of Marigold Avenue, to the north of Lake Hatchineha Road in the Poinciana area. The project is nearing completion and the Tohopekaliga Water Authority ("TOHO"), as the provider of water, wastewater and reclaimed water utility services, agreed to provide said utility services to the station but has requested an easement and bill of sale over its installed facilities up to and including valves and/or meter and backflow preventer assemblies for water, wastewater, irrigation and fire line services. The installation of said utility facilities has been completed and legal descriptions for three easement areas were prepared and submitted to TOHO. The easements are located along the western boundary (road frontage) of the site, two of which measure 5-feet square with the third measuring 5-feet by 9-feet. TOHO has agreed to the easement areas and has prepared and submitted an Easement document and Bill of Sale for review and approval. Approving and authorizing the Easement and Bill of Sale will give TOHO the easement needed to operate and maintain its facilities and thereby allow it to provide utility services to the Sheriff facility.

RECOMMENDATION

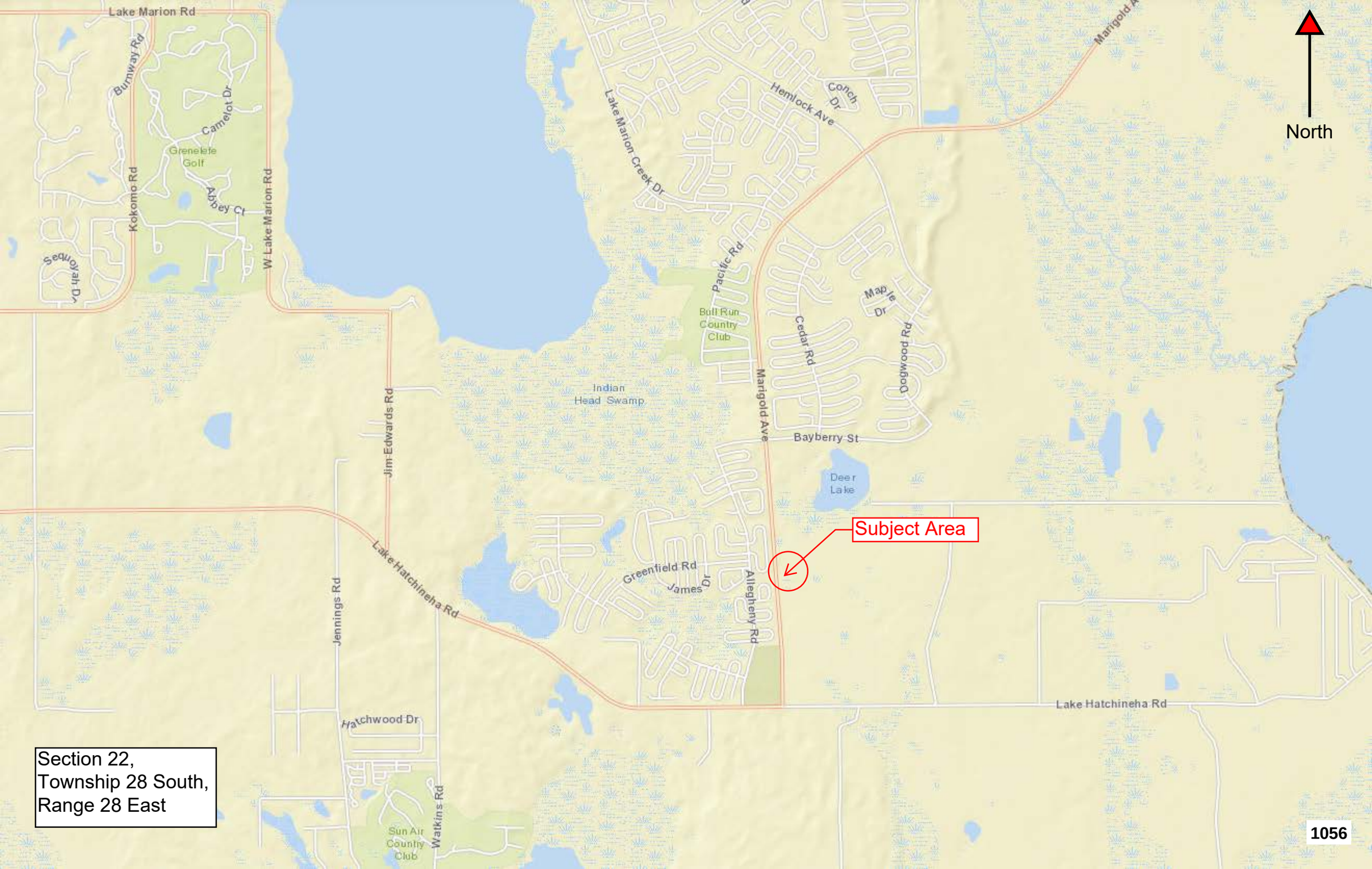
Request Board authorize the aforementioned Easement and Bill of Sale to TOHO.

FISCAL IMPACT

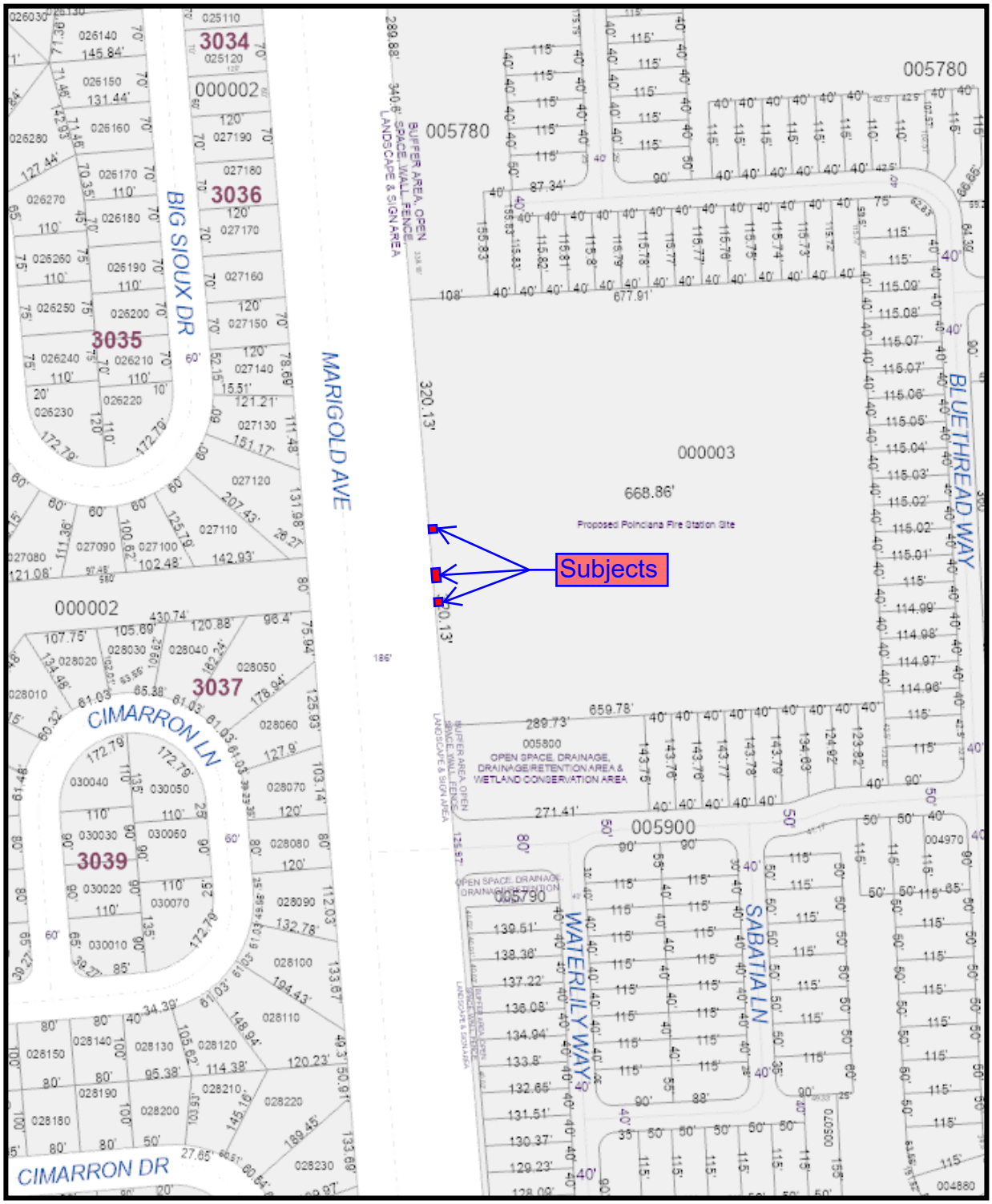
No fiscal impact.

CONTACT INFORMATION

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


Lake Marion Rd
Burnway Rd
Camelot Dr
Grenelefe Golf
Abbey Ct
Kokomo Rd
W Lake Marion Rd
Kokomo Pl
Lake Marion Creek Dr
Hemlock Ave
Conch Dr
Marigold Ave
Pacific Rd
Bull Run Country Club
Maple Dr
Dogwood Rd
Cedar Rd
Indian Head Swamp
Jim Edwards Rd
Marigold Ave
Bayberry St
Deer Lake
Subject Area
Lake Hatchineha Rd
Greenfield Rd
James Dr
Allegheny Rd
Jennings Rd
Hatchwood Dr
Watkins Rd
Sun Air Country Club
Lake Hatchineha Rd
North
Section 22,
Township 28 South,
Range 28 East
1056

SECTION 22, TOWNSHIP 28 SOUTH, RANGE 28 EAST



Prepared by or under the direction of
Anthony J. Cotter, General Counsel
And after recording return to:
Office of the General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Project Name/#: Polk County Sheriff Facility #230122.xx.jm

Parcel ID No.:28-28-22-935710-000003

---------- (Space above this line for recording data) ----------

EASEMENT

THIS EASEMENT is made and granted this _____ day of _____ 202__, by **POLK COUNTY** (the **"Grantor"**), a political subdivision of the State of Florida, having its principal place of business located at 330 W. Church Street, Bartow, Florida 33830, to the **TOHOPEKALIGA WATER AUTHORITY** (**"TOHO"**), an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, having its principal place of business located at 951 Martin Luther King Blvd., Kissimmee, Florida 34741. (Grantor and TOHO are sometimes together referred to herein as the "**Parties**", and separately as the "**Party**").

1. **Grant of Easement**. Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, does hereby authorize the use of and hereby grants to TOHO, its successors and assigns, a perpetual non-exclusive utility easement across a parcel of real property in Polk County, Florida, as more particularly described in attached **Exhibit A** (the **"Easement Area"**), for the purposes of: **(a)** installing, maintaining, operating, repairing, refiguring, or reconstructing water and wastewater utilities and associated facilities within the Easement Area (collectively, the **"Facilities"**); **(b)** all other rights and privileges reasonably necessary, in TOHO's sole discretion, for the safe, reliable, and efficient installation, operation, repair, and maintenance of the Facilities; and **(c)** ingress and egress to the Easement Area for the above-stated purposes, subject to the terms and provisions set forth herein.

2. **Grantor's Use of Easement Area**. Grantor may continue to use the Easement Area for any lawful purposes that do not unreasonably interfere with the Facilities and/or easement rights granted to TOHO in this instrument, which may include parking, paving, sidewalks, green spaces, recreational areas, and drive aisles for motor-vehicles. Additionally, Grantor may continue to use the Easement Area for lighting and landscaping, in accordance with TOHO approved plans or as may otherwise be approved by TOHO in its reasonable discretion. Notwithstanding the foregoing, however, Grantor shall not place any permanent structures or improvements such as buildings or foundations on, over, or across the Easement Area. TOHO shall have the right to remove any such permanent structures or improvements placed on, over, or across the Easement Area at the expense of Grantor, and TOHO shall have the right to clear the Easement Area of trees, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, maintenance, repair, or replacement of Facilities existing within the Easement Area.

3. **TOHO's Use of Easement Area**.

a. TOHO will, at its sole cost and expense, restore the surface of any disturbed portion of the Easement Area to its original condition as near as is reasonably practical, the damage or disturbance to which shall have been caused by the installation, maintenance, operation, repair, inspection, replacement or removal of the Facilities or other exercise by TOHO of its rights under this instrument. Such restoration shall be completed within a commercially reasonable time following completion of the work that caused the damage or disturbance. In the event the required restoration is not completed by TOHO, Grantor shall provide TOHO with written notice of same, and Grantor shall thereafter have the right to undertake all reasonably necessary restoration and recover from TOHO the actual, third party out of pocket expenses incurred in connection therewith. The provisions of this section shall expressly survive the termination of this Agreement.

b. Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto.

c. TOHO shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or any other property in connection with the exercise of TOHO's rights hereunder.

d. If this Easement shall be abandoned by TOHO or terminated in any manner, TOHO shall be allowed a reasonable period of time thereafter for the purpose of removing any of the Facilities supplied by TOHO and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the GRANTOR.

e. The use of the easement granted in this instrument does not run to the public and no rights hereunder are granted or approved except for the purposes and use by TOHO, and its agents, successors, and assigns for the uses and purposes stated herein.

4. **Relocation**. If Grantor's future orderly development of the premises is in physical conflict with the Facilities, TOHO shall, within commercially reasonable timeframe after receipt of written request from Grantor, relocate said facilities to another mutually agreed upon easement area in Grantor's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to TOHO the full expected cost of the relocation as estimated by TOHO, and (b) GRANTOR shall execute and deliver to TOHO, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, TOHO will create and record a document thereby Releasing the portion vacated by such relocation.

5. **Amendment and Termination**. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida.

6. **Attorney Fees**. Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection all as reasonably incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes.

7. **Miscellaneous**. The terms "Grantor" and "TOHO" shall include any and all respective heirs, successors, and assigns of Grantor and TOHO. Any failure by TOHO or Grantor to exercise or continue to exercise or enforce any of the rights granted in this instrument shall not be construed as a waiver or abandonment of the right to at any time, or from time to time, exercise any and all such rights. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Easement Area and exist for the benefit of and shall run with title to the applicable property.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Grantor has authorized and caused the execution of this instrument as of the date first above written. Grantor warrants that it is the record owner of the lands to be encumbered by this instrument, that it has the full right and authority to convey to TOHO this perpetual non-exclusive Easement, and that TOHO shall have quiet and peaceful possession, use, and enjoyment of the same, subject to the terms and conditions set forth herein.

WITNESS #1

_____

Print Name: _____

Address: _____

_____

WITNESS #2

_____

Print Name: _____

Address: _____

_____

GRANTOR:

POLK COUNTY, a political subdivision of the State of Florida

By: _____

_____, Chair

Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as Chair of the Board of County Commissioners of Polk County, a political subdivision of the State of Florida who is ☐ are personally known to me or ☐ have produced _____ as identification.

(Seal)

_____

Signature of Notary Public

_____

Name of Notary Typed, Printed or Stamped

EXHIBIT A

[Sketch and Legal]

[SEE ATTACHED 6 PAGE(S)]

Project Name: Polk County Sheriff – Force Main Project Number: 8822F25-1
Polk County Tax Folio Number: 28-28-22-935710-000003

DESCRIPTION

A parcel of land being a portion of Lot "F" of POINCIANA OFFICE AND INDUSTRIAL PARK VII as recorded in Plat Book 61, Pages 4 and 5, of the Public Records of Polk County, Florida, lying in Section 22, Township 28 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

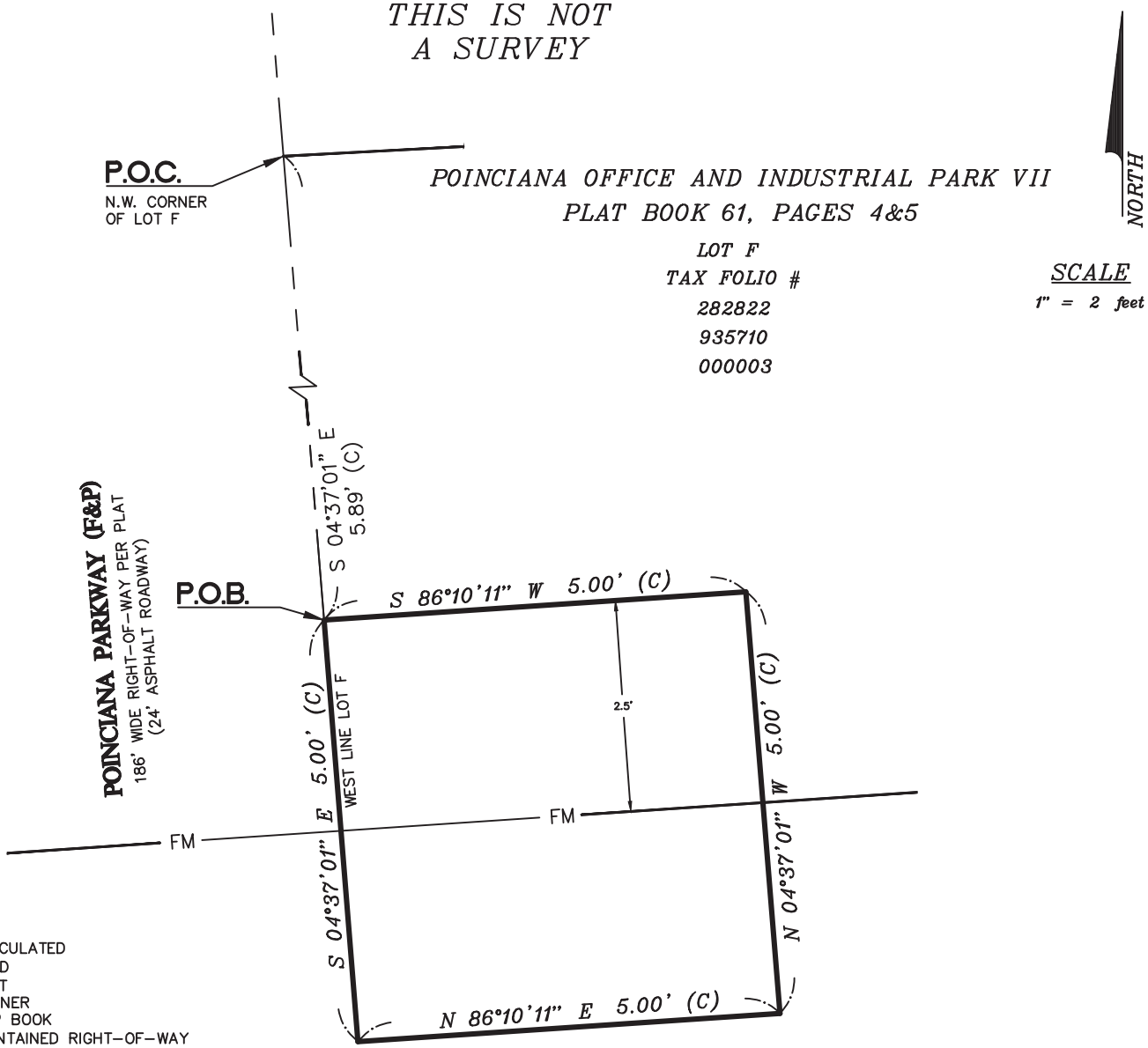
COMMENCE at the Northwest corner of said Lot "F"; thence South 04°37'01" East, along the west line of said Lot "F", 5.89 feet to the **POINT OF BEGINNING**; thence continue South 04°37'01" East, along said west line, 5.00 feet; thence North 86°10'11" East, 5.00 feet; thence North 04°37'01" West, 5.00 feet; thence South 86°10'11" West, 5.00 feet to the P**OINT OF BEGINNING.**

Containing 25 square feet, more or less.

SHEET 1 OF 2 FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY
(1) NEW EASEMENT LINES	10/13/25	RWY

THIS IS NOT
A SURVEY



LEGEND

(C)	=	CALCULATED
(F)	=	FIELD
(P)	=	PLAT
COR.	=	CORNER
M.B.	=	MAP BOOK
M/R/W	=	MAINTAINED RIGHT-OF-WAY
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG(S).	=	PAGE(S)
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
R	=	RANGE
R/W	=	RIGHT-OF-WAY
SEC	=	SECTION
T	=	TOWNSHIP

SURVEYOR'S NOTES.

(1) BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

(2) THE FORCE MAIN LOCATION AS DEPICTED HEREON WAS PROVIDED BY STRICKLAND CONSTRUCTION, IN THE FORM OF AN AUTOCAD FILE OF THE AS-BUILT SURVEY BY MICHAEL J. LEWIS P.S.M 6288

SEE SHEET 1 OF 2 FOR DESCRIPTION.

JOHN RICHARD NOLAND, JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.10.14 08:09:58 -04'00'

DATE
10/13/2025

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH

LOCATED IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY
(1) NEW EASEMENT LINES	10/13/25	RWY

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:	Check Date:
2 of 2	RWY	JRN	10/13/25
Parcel Number:	PREPARED FOR:		File Name:
N/A	REAL ESTATE SERVICES		8822F25-1

POLK COUNTY

Project Name: Polk County Sheriff – Re-use water Project Number: 8822F25-1
Polk County Tax Folio Number: 28-28-22-935710-000003

DESCRIPTION

A parcel of land being a portion of Lot "F" of POINCIANA OFFICE AND INDUSTRIAL PARK VII as recorded in Plat Book 61, Pages 4 and 5, of the Public Records of Polk County, Florida, lying in Section 22, Township 28 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Lot "F"; thence South 04°37'01" East, along the west line of said Lot "F", 92.58 feet to the **POINT OF BEGINNING**; thence continue South 04°37'01" East, along said west line, 5.00 feet; thence North 86°08'36" East, 5.00 feet; thence North 04°37'01" West, 5.00 feet; thence South 86°08'36" West, 5.00 feet to the P**OINT OF BEGINNING.**

Containing 25 square feet, more or less.

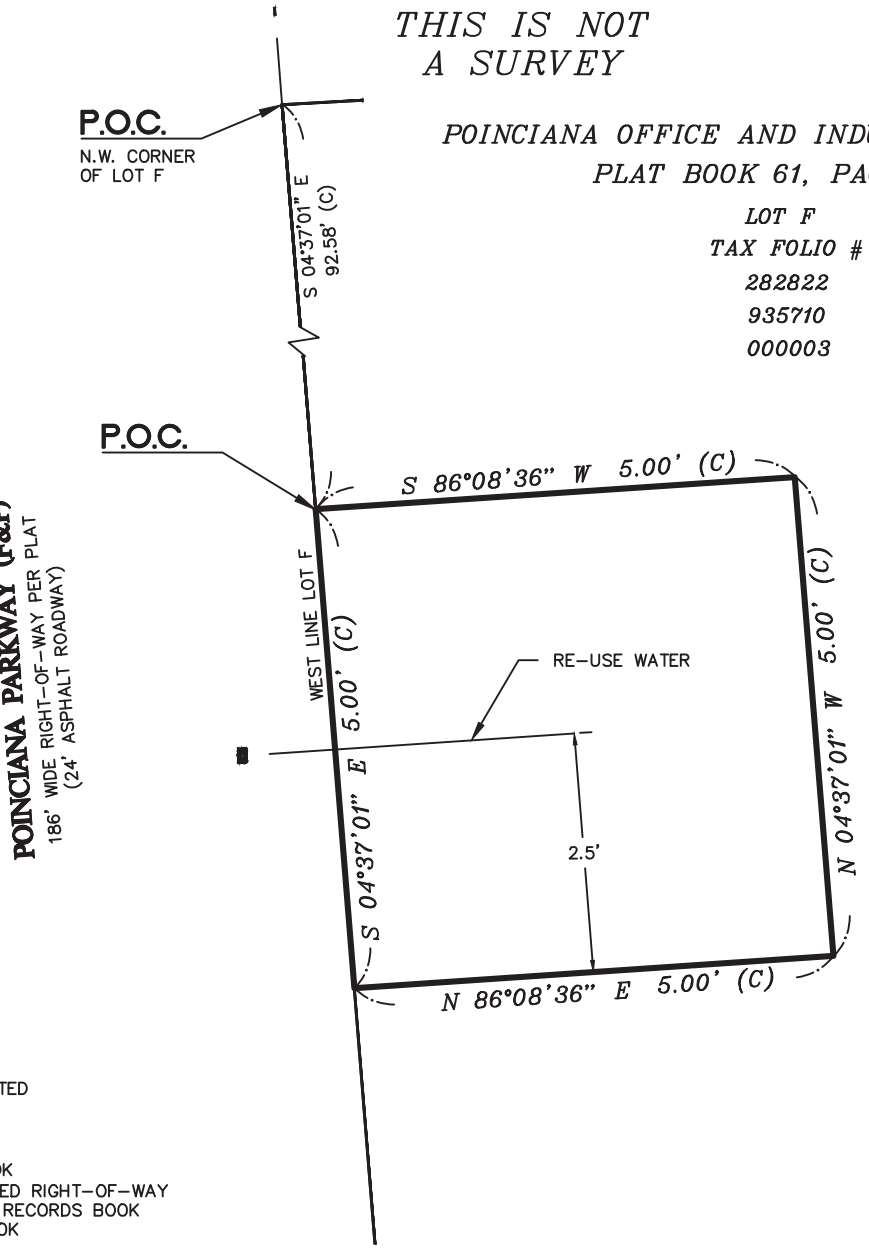
REVISION	DATE	BY

THIS IS NOT
A SURVEY

POINCIANA OFFICE AND INDUSTRIAL PARK VII
PLAT BOOK 61, PAGES 4&5
LOT F
TAX FOLIO #
282822
935710
000003

NORTH

SCALE
1" = 2 feet



LEGEND

(C)	=	CALCULATED
(F)	=	FIELD
(P)	=	PLAT
COR.	=	CORNER
M.B.	=	MAP BOOK
M/R/W	=	MAINTAINED RIGHT-OF-WAY
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SURVEYOR'S NOTES.

(1) BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

(2) THE RE-USE WATER LOCATION AS DEPICTED HEREON WAS PROVIDED BY STRICKLAND CONSTRUCTION, IN THE FORM OF AN AUTOCAD FILE OF THE AS-BUILT SURVEY BY MICHAEL J. LEWIS P.S.M 6288

SEE SHEET 1 OF 2 FOR DESCRIPTION.

JOHN RICHARD NOLAND JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.09.29 10:03:28 -04'00'

DATE
09/29/25

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH

LOCATED IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 28 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:	Check Date:
2 of 2	RWY	JRN	09/29/25
Parcel Number:	PREPARED FOR:		File Name:
N/A	REAL ESTATE SERVICES		8822F25-1

POLK COUNTY

Project Name: Polk County Sheriff – Water Project Number: 8822F25-1
Polk County Tax Folio Number: 28-28-22-935710-000003

DESCRIPTION

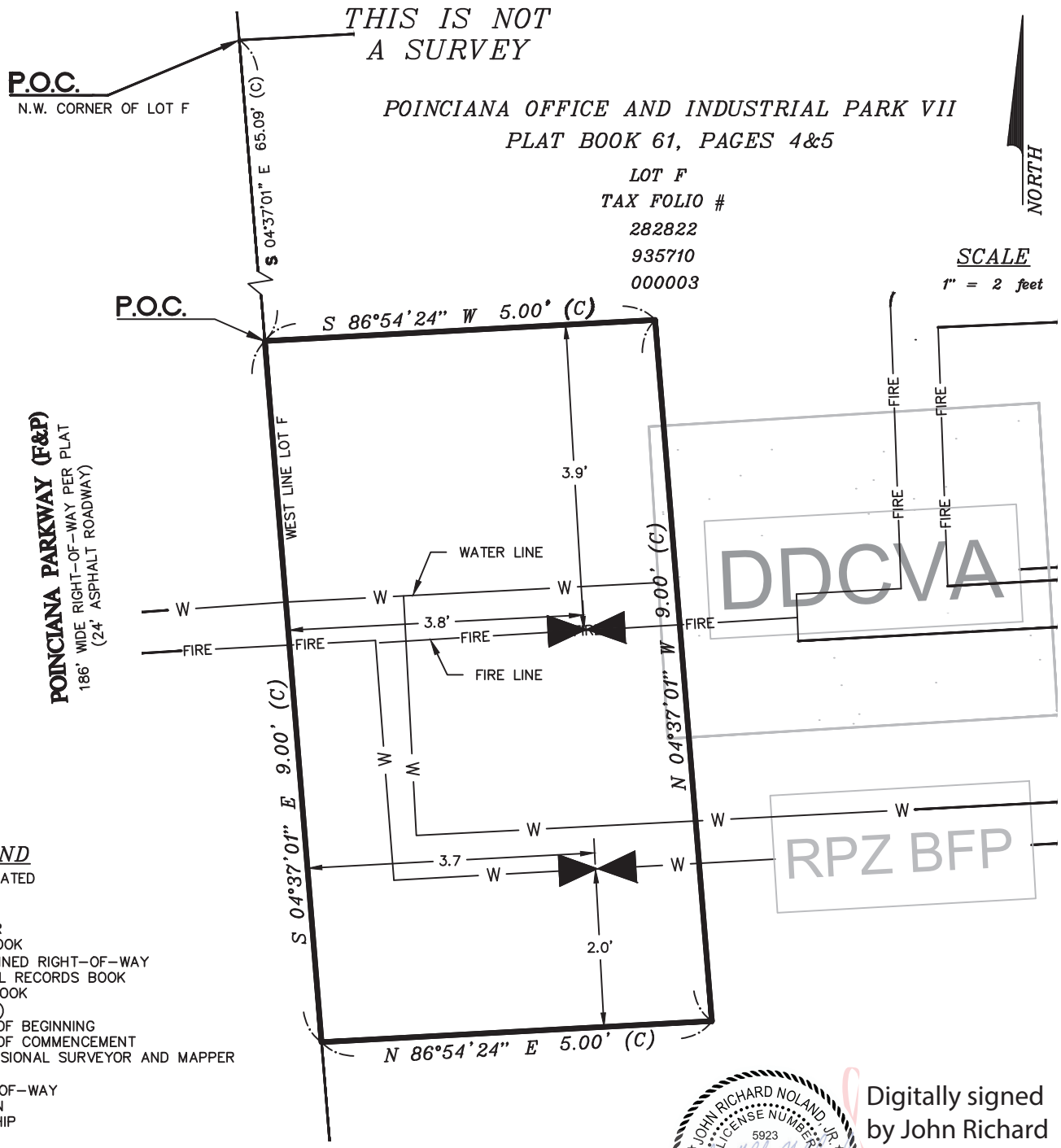
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COMMENCE at the Northwest corner of said Lot “F”; thence South 04°37’01” East, along the west line of said Lot “F”, 65.09 feet to the **POINT OF BEGINNING**; thence continue South 04°37’01” East, along said west line, 9.00 feet; thence North 86°54’24” East, 5.00 feet; thence North 04°37’01” West, 9.00 feet; thence South 86°54’24” West, 5.00 feet to the P**OINT OF BEGINNING.**

Containing 45 square feet, more or less.

SHEET 1 OF 2 FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY



LEGEND

(C)	=	CALCULATED
(F)	=	FIELD
(P)	=	PLAT
COR.	=	CORNER
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SURVEYOR'S NOTES.

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(2) THE WATER LINE LOCATION AS DEPICTED HEREON WAS PROVIDED BY STRICKLAND CONSTRUCTION, IN THE FORM OF AN AUTOCAD FILE OF THE AS-BUILT SURVEY BY MICHAEL J. LEWIS P.S.M 6288

SEE SHEET 1 OF 2 FOR DESCRIPTION.

JOHN RICHARD NOLAND, JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.09.29 10:04:53 -04'00'

DATE
09/29/25

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

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DESCRIPTION SKETCH

LOCATED IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 28 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:	Check Date:
2 of 2	RWY	JRN	09/29/25
Parcel Number:	PREPARED FOR:		File Name:
N/A	REAL ESTATE SERVICES		8822F25-1

POLK COUNTY

Toho Project Name: Polk County Sheriff Facility
Toho Project #: 230122.xx.jm

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **POLK COUNTY**, a political subdivision of the State of Florida (the "Seller"), for and in consideration of the sum of Ten Dollars ($10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature ("Toho"), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto Toho, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by Seller which are used or held for use by Seller exclusively in connection with those water and/or wastewater systems of Seller located on the property described on **Exhibit "A"** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities (collectively the "Utility System") constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services. The assets being conveyed hereunder shall hereinafter be referred to as the "Utility Assets."

TO HAVE AND TO HOLD the same unto Toho, its successors and assigns to its and their own use and benefit forever, from and after the date hereof.

Seller represents and warrants to Toho that (i) Seller is the sole owner of and has good and marketable title to the Utility Assets, free and clear of all liens, encumbrances, claims and demands; (ii) Seller has not previously sold or assigned the Utility Assets to any other party; and (iii) Seller will freely and fully warrant and defend the Utility Assets against the lawful claims of any person claiming by, through, or under the Seller.

Seller hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Utility Assets, to the extent such warranties and guaranties are assignable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Seller has caused this instrument to be executed as of the date and year written below.

SELLER:

POLK COUNTY, a political subdivision of the State of Florida

By: _____
_____, Chair
Board of County Commissioners

Address: 330 W. Church Street
Bartow, FL 33830

Date: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as Chair of the Board of County Commissioners of Polk County, a political subdivision of the State of Florida who is ☐ are personally known to me or ☐ have produced _____ as identification.

(Stamp below)

_____
Notary Public

Printed Name: _____

My Commission No. _____

My Commission Expires: _____

Exhibit “A”

LEGAL DESCRIPTION OF THE REAL PROPERTY

Project Name: Polk County Sheriff – Force Main Project Number: 8822F25-1
Polk County Tax Folio Number: 28-28-22-935710-000003

DESCRIPTION

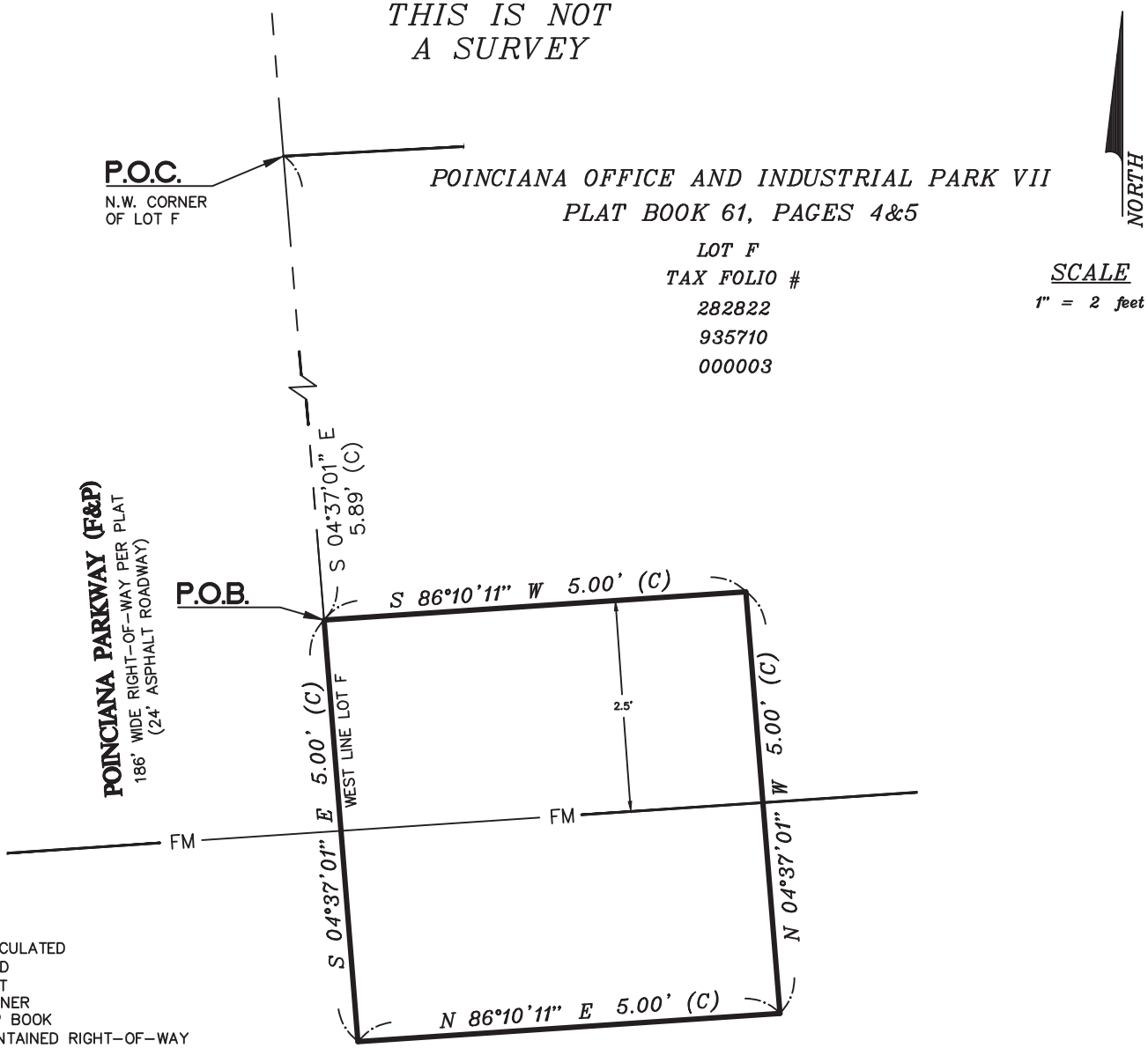
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Containing 25 square feet, more or less.

REVISION	DATE	BY
(1) NEW EASEMENT LINES	10/13/25	RWY

THIS IS NOT A SURVEY



LEGEND

(C)	=	CALCULATED
(F)	=	FIELD
(P)	=	PLAT
COR.	=	CORNER
M.B.	=	MAP BOOK
M/R/W	=	MAINTAINED RIGHT-OF-WAY
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG(S).	=	PAGE(S)
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
R	=	RANGE
R/W	=	RIGHT-OF-WAY
SEC	=	SECTION
T	=	TOWNSHIP

SURVEYOR'S NOTES.

(1) BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

(2) THE FORCE MAIN LOCATION AS DEPICTED HEREON WAS PROVIDED BY STRICKLAND CONSTRUCTION, IN THE FORM OF AN AUTOCAD FILE OF THE AS-BUILT SURVEY BY MICHAEL J. LEWIS P.S.M 6288

SEE SHEET 1 OF 2 FOR DESCRIPTION.

JOHN RICHARD NOLAND, JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.10.14 08:09:58 -04'00'

DATE
10/13/2025

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

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DESCRIPTION SKETCH

LOCATED IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY
(1) NEW EASEMENT LINES	10/13/25	RWY

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:	Check Date:
2 of 2	RWY	JRN	10/13/25
Parcel Number:	PREPARED FOR:		File Name:
N/A	REAL ESTATE SERVICES		8822F25-1

POLK COUNTY

Project Name: Polk County Sheriff – Re-use water Project Number: 8822F25-1
Polk County Tax Folio Number: 28-28-22-935710-000003

DESCRIPTION

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Containing 25 square feet, more or less.

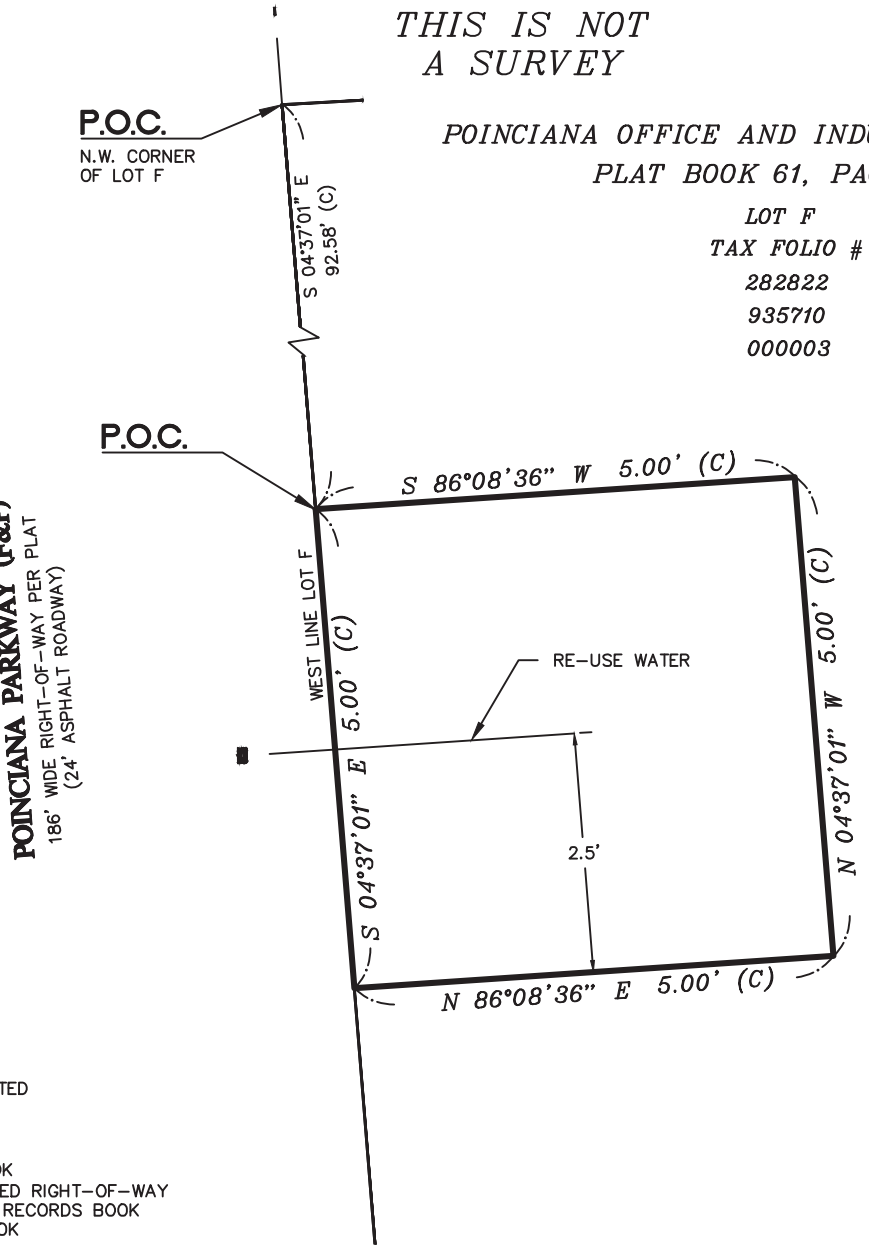
REVISION	DATE	BY

THIS IS NOT A SURVEY

POINCIANA OFFICE AND INDUSTRIAL PARK VII
PLAT BOOK 61, PAGES 4&5
LOT F
TAX FOLIO #
282822
935710
000003

NORTH

SCALE
1" = 2 feet



LEGEND

(C)	=	CALCULATED
(F)	=	FIELD
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COR.	=	CORNER
M.B.	=	MAP BOOK
M/R/W	=	MAINTAINED RIGHT-OF-WAY
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(1) BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

(2) THE RE-USE WATER LOCATION AS DEPICTED HEREON WAS PROVIDED BY STRICKLAND CONSTRUCTION, IN THE FORM OF AN AUTOCAD FILE OF THE AS-BUILT SURVEY BY MICHAEL J. LEWIS P.S.M 6288

SEE SHEET 1 OF 2 FOR DESCRIPTION.

JOHN RICHARD NOLAND JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.09.29 10:03:28 -04'00'

DATE
09/29/25

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH

LOCATED IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 28 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:	Check Date:
2 of 2	RWY	JRN	09/29/25
Parcel Number:	PREPARED FOR:		File Name:
N/A	REAL ESTATE SERVICES		8822F25-1

POLK COUNTY

Project Name: Polk County Sheriff – Water Project Number: 8822F25-1
Polk County Tax Folio Number: 28-28-22-935710-000003

DESCRIPTION

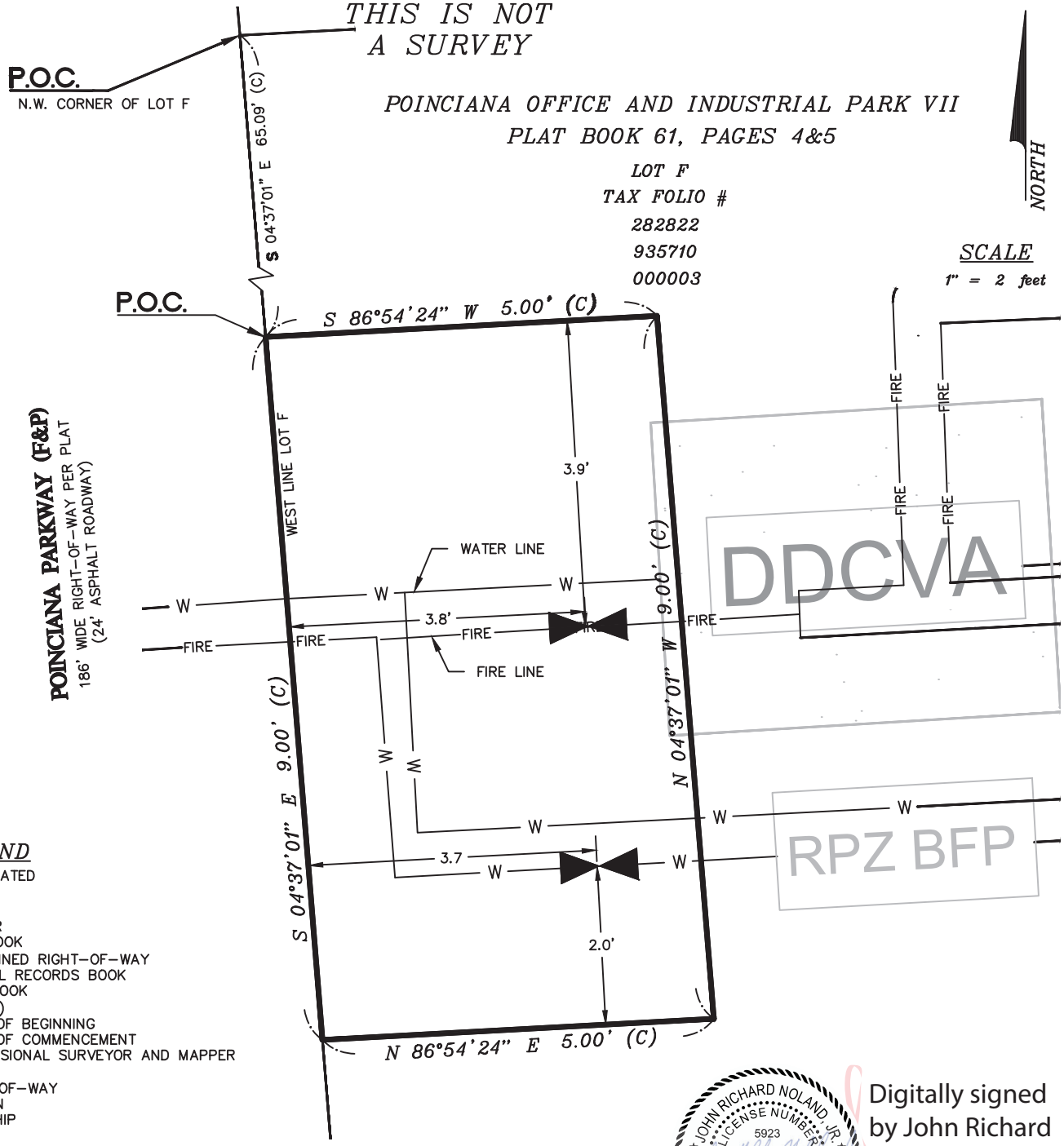
A parcel of land being a portion of Lot "F" of POINCIANA OFFICE AND INDUSTRIAL PARK VII as recorded in Plat Book 61, Pages 4 and 5, of the Public Records of Polk County, Florida, lying in Section 22, Township 28 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Lot "F"; thence South 04°37'01" East, along the west line of said Lot "F", 65.09 feet to the **POINT OF BEGINNING**; thence continue South 04°37'01" East, along said west line, 9.00 feet; thence North 86°54'24" East, 5.00 feet; thence North 04°37'01" West, 9.00 feet; thence South 86°54'24" West, 5.00 feet to the P**OINT OF BEGINNING.**

Containing 45 square feet, more or less.

REVISION	DATE	BY

THIS IS NOT A SURVEY



LEGEND

(C)	=	CALCULATED
(F)	=	FIELD
(P)	=	PLAT
COR.	=	CORNER
M.B.	=	MAP BOOK
M/R/W	=	MAINTAINED RIGHT-OF-WAY
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG(S).	=	PAGE(S)
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
R	=	RANGE
R/W	=	RIGHT-OF-WAY
SEC	=	SECTION
T	=	TOWNSHIP

SURVEYOR'S NOTES.

(1) BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

(2) THE WATER LINE LOCATION AS DEPICTED HEREON WAS PROVIDED BY STRICKLAND CONSTRUCTION, IN THE FORM OF AN AUTOCAD FILE OF THE AS-BUILT SURVEY BY MICHAEL J. LEWIS P.S.M 6288

SEE SHEET 1 OF 2 FOR DESCRIPTION.

JOHN RICHARD NOLAND, JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.09.29 10:04:53 -04'00'

DATE
09/29/25

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH

LOCATED IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 28 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:	Check Date:
2 of 2	RWY	JRN	09/29/25
Parcel Number:	PREPARED FOR:		File Name:
N/A	REAL ESTATE SERVICES		8822F25-1

POLK COUNTY

Agenda Item R.27. 11/18/2025

SUBJECT

Approve Subordinations of County Utility Interests between the State of Florida Department of Transportation and Polk County, FDOT parcels 104.7 and 105.7. (No fiscal impact)

DESCRIPTION

The State of Florida Department of Transportation (hereinafter “FDOT”) has a project to make improvements to Interstate 4 known as the Moving I-4 Forward Project in the northeast part of the county. To facilitate the improvements the FDOT has acquired additional right-of-way from adjacent property owners at the northeast corner of US Highway 27 and Interstate 4. Two of those parcels are encumbered with utility easements in favor of Polk County. FDOT has requested the County subordinate its interest in those portions of the utility easements lying within the subject right-of-way parcels. Approving the Subordinations of County Utility Interests will authorize the Chairman to execute the documents and allow their recordation, which will allow the FDOT to fully utilize the right-of-way for the planned improvements.

RECOMMENDATION

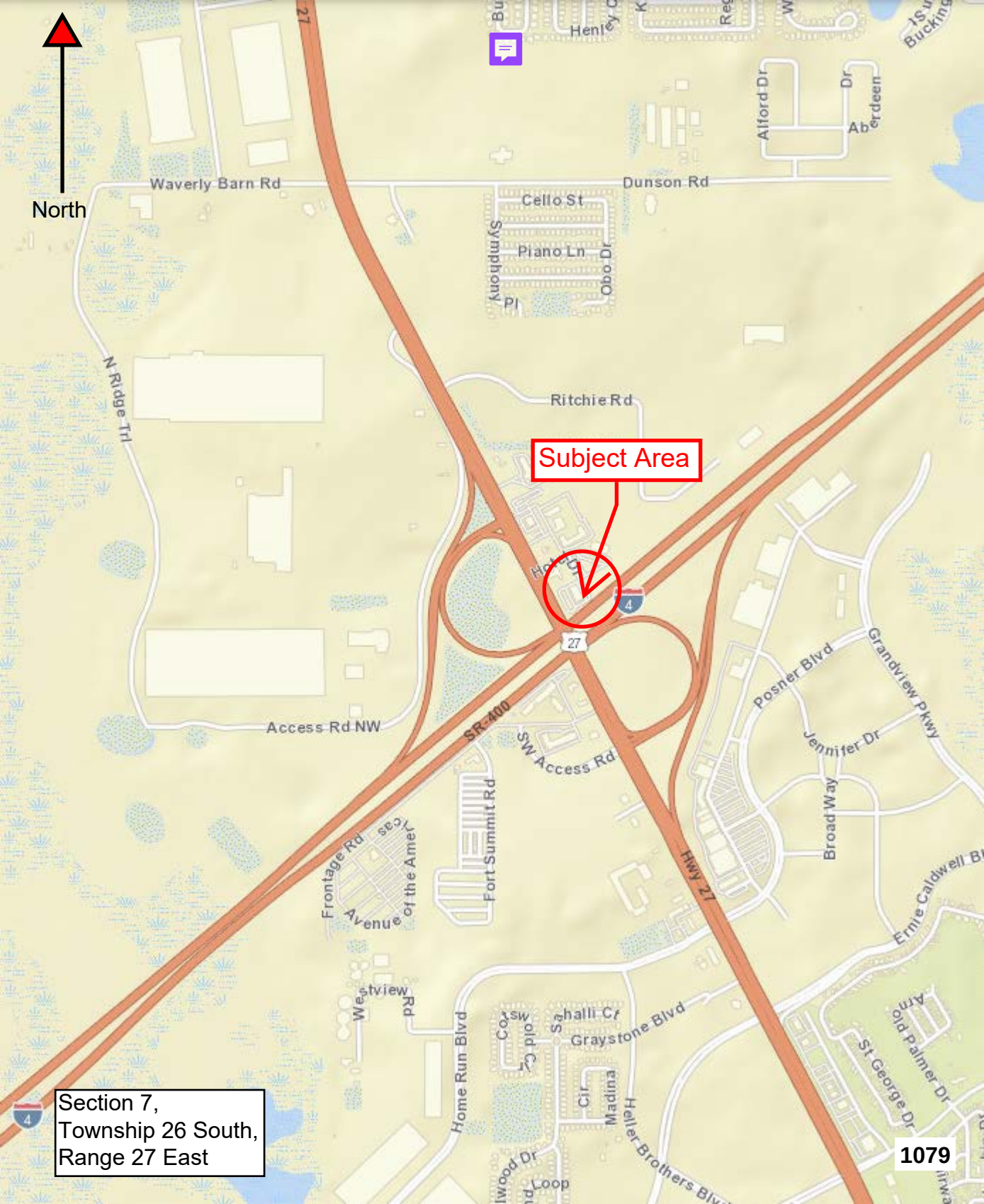
Request Board approve the above-mentioned Subordinations of County Utility Interests between the FDOT and Polk County.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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


North
Waverly Barn Rd
Dunson Rd
Cello St
Piano Ln
Pl
Symphony
Oboe Dr
Alford Dr
Aberdeen Dr
N Ridge Trl
Ritchie Rd
Subject Area
Access Rd NW
SR-400
SW Access Rd
Fort Summit Rd
Frontage Rd
Avenue of the Americas
Hwy 27
Posner Blvd
Grandview Pkwy
Jennifer Dr
Broad Way
Ernie Caldwell Blvd
Westview Rd
Home Run Blvd
Graystone Blvd
Old Palmer Dr
St George Dr
Heller Brothers Blvd
Madina Cir
Section 7,
Township 26 South,
Range 27 East
1079

SECTION 7, TOWNSHIP 26 SOUTH, RANGE 27 EAST



23-UTL.02-05/09

Date: October 29, 2025
This instrument prepared
under the direction of:
Angela D. Tucker, Chief Counsel
Post Office Box 1249
Bartow, Florida 33831-1249
Department of Transportation

F.P. NO. 2012103 & 2012106
PARCEL 104.7
SECTION 16320-000
STATE ROAD 400 (I-4)
COUNTY Polk

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into on the date executed by the State of Florida Department of Transportation District One Secretary or their Designee, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, Utility Agency Organization, hereinafter called the Utility.

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and FDOT agree as follows:

Utility hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows, viz:

SEE EXHIBIT "A"

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Polk County Utilities Easement (Corporate)	03-31-09	Kismet Development, LLC / Kismet II, LLC	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	OR 7850 PG 1929
Polk County Utility Easement	04-23-08	Kismet Development, LLC, a Florida Limited Liability Company	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	PB 150 PG 19

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The Utility agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

5. The FDOT agrees to repair any damage to County facilities resulting from the FDOT's use of lands described in Exhibit 'A'.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

WITNESSES

_____(SEAL)

_____
Legibly Print/Type Name

*Witness Mailing Address:

Post Office Box 1249

Bartow, Florida 33831-1249

_____(SEAL)

_____
Legibly Print/Type Name

*Witness Mailing Address:

Post Office Box 1249

Bartow, Florida 33831-1249

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary/Designee for District One

Post Office Box 1249

Bartow, Florida 33831-1249

Legal Review:

_____
Department Attorney

In accordance with Florida Statute 695.26, effective Jan. 1, 2024, names and addresses of witnesses must be legibly printed, typed or stamped for the clerk of the court to accept this document for recording.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, this _____ day of _____, 20_____, by _____, _____ of _____, a _____ Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

Name:_____Notary Public in and for the County and State last aforesaid. My Commission Expires:_____Serial No., if any:_____
_____

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:_____(SEAL)
Name:
Clerk(or Deputy Clerk)

Polk County, a political subdivision of the State of Florida
By Its Board of County Commissioners

_____(SEAL)
Name: _____

Its Chairperson
(or Vice-Chairperson)

Grantor(s)' Mailing Address:

P.O. Box 9005

Drawer RE-01

Bartow, FL 33831

F.P. NO. 2012103 & 2012106
SECTION 16320-000
PARCEL 104

LIMITED ACCESS RIGHT OF WAY

A) That portion of Lot C, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence along said survey baseline South 50°29'13" West a distance of 583.38 feet; thence North 27°35'41" West a distance of 173.48 feet to the southwest corner of said Lot C and to an intersection with the northwesterly existing Limited Access right of way line of said State Road 400 (I-4) (per section 16320-2402) and the east existing right of way line of State Road 25 (U.S. 27) (per Section 1618-203) for a POINT OF BEGINNING; thence continue along said east existing right of way line and the west line of said Lot C, North 27°35'41" West a distance of 140.46 feet; thence North 50°28'00" East a distance of 286.18 feet to a point on the east line of said Lot C also being a point on the west line of Lot D (per said plat); thence along said east line and said west line South 27°37'20" East a distance of 160.73 feet to said northwesterly existing Limited Access right of way line and to the southeast corner of said Lot C; thence along said northwesterly existing Limited Access right of way line and the south line of said Lot C, South 50°29'13" West a distance of 0.49 feet; thence continue along said northwesterly existing Limited Access right of way line and said south line, South 54°29'49" West a distance of 282.27 feet to the POINT OF BEGINNING.

Containing 42,177 Square feet

ALSO

RIGHT OF WAY

B) That portion of Lot C, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence along said survey baseline South 50°29'13" West a distance of 583.38 feet; thence North 27°35'41" West a distance of 313.94 feet to a point on the east existing right of way line of State Road 25 (U.S. 27) (per Section 1618-203) and to a point on the west line of said Lot C for a POINT OF BEGINNING; thence continue along said east existing right of way line and said west line North 27°35'41" West a distance of 179.39 feet to the northwest corner of said Lot C, thence along the north line of said Lot C, North 62°22'33" East a distance of 69.62 feet; thence South 39°32'00" East a distance of 161.14 feet; thence South 50°28'00" West a distance of 105.23 feet to the POINT OF BEGINNING.

Containing 14,723 square feet

ALSO

That portion of Lot C, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02’04” West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence along said survey baseline South 50°29’13” West a distance of 583.38 feet; thence North 27°35’41” West a distance of 493.33 feet to a point on the east existing right of way line of State Road 25 (U.S. 27) (per Section 1618-203) and the northwest corner of said Lot C; thence along the north line of said Lot C, North 62°22’33” East a distance of 69.62 feet for a POINT OF BEGINNING; thence continue along said north line North 62°22’33” East a distance of 180.31 feet to the most northerly northeast corner of said Lot C and to a point on the west line of Lot A (per said plat); thence along the east line of said Lot C and said west line South 27°35’17” East a distance of 29.55 feet to the north line of said Lot C and to the southwest corner of said Lot A; thence along said north line and the south line of said Lot A North 62°22’33” East a distance of 30.02 feet to the most easterly northeast corner of said Lot C and to the northwest corner of Lot D (per said plat); thence along the east line of said Lot C and the west line of said Lot D, South 27°37’20” East a distance of 90.78 feet; thence South 50°28’00” West a distance of 180.95 feet; thence North 39°32’00” West a distance of 161.14 feet to the POINT OF BEGINNING.

Containing 26,346 square feet

Legal Description Approved by
Wilfredo A. Alfonzo P.S.M. #7107
On: May 29, 2024

23-UTL.02-05/09

Date: October 29, 2025
This instrument prepared
under the direction of:
Angela D. Tucker, Chief Counsel
Post Office Box 1249
Bartow, Florida 33831-1249
Department of Transportation

F.P. NO. 2012103 & 2012106
PARCEL 105.7
SECTION 16320-000
STATE ROAD 400 (I-4)
COUNTY Polk

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into on the date executed by the State of Florida Department of Transportation District One Secretary or their Designee, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, Utility Agency Organization, hereinafter called the Utility.

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and FDOT agree as follows:

Utility hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows, viz:

SEE EXHIBIT "A"

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Polk County Utility Easement	04-23-08	Kismet Development, LLC, a Florida Limited Liability Company	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	PB 150 PG 19
Polk County Utilities Easement (Corporate)	03-31-09	Kismet Development, LLC / Kismet II, LLC	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	OR 7850 PG 1929

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The Utility agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

5. The FDOT agrees to repair any damage to County facilities resulting from the FDOT's use of lands described in Exhibit 'A'.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

WITNESSES

_____(SEAL)

_____
Legibly Print/Type Name

*Witness Mailing Address:

Post Office Box 1249

Bartow, Florida 33831-1249

_____(SEAL)

_____
Legibly Print/Type Name

*Witness Mailing Address:

Post Office Box 1249

Bartow, Florida 33831-1249

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary/Designee for District One

Post Office Box 1249

Bartow, Florida 33831-1249

Legal Review:

_____
Department Attorney

In accordance with Florida Statute 695.26, effective Jan. 1, 2024, names and addresses of witnesses must be legibly printed, typed or stamped for the clerk of the court to accept this document for recording.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, this _____ day of _____, 20_____, by _____, _____ of _____, a _____ Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

Name:_____Notary Public in and for the County and State last aforesaid. My Commission Expires:_____Serial No., if any:_____
_____

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:_____(SEAL)
Name:
Clerk(or Deputy Clerk)

Polk County, a political subdivision of the State of Florida.
By Its Board of County Commissioners

_____(SEAL)
Name: _____

Its Chairperson
(or Vice-Chairperson)

Grantor(s)' Mailing Address:

P.O. Box 9005

Drawer RE-01

Bartow, FL 33831

F.P. NO. 2012103 & 2012106
SECTION 16320-000
PARCEL 105

LIMITED ACCESS RIGHT OF WAY

Those portions of Lots D and E, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence continue along said east line North 00°02'04" West a distance of 194.34 feet to the southeast corner of Lot D (per said plat) and to the northwesterly existing Limited Access right of way line of said State Road 400 (I-4) (per section 16320-2408) for a POINT OF BEGINNING; thence along the south line of said Lot D and said northwesterly existing Limited Access right of way line South 50°29'13" West a distance of 389.04 feet to the southwest corner of said Lot D and to the southeast corner of Lot C (per said plat); thence along the west line of said Lot D and the east line of said Lot C, North 27°37'20" West a distance of 160.73 feet; thence North 50°28'00" East a distance of 485.61 feet to a point on the east line of said Orlando South Development also being the east line of said southwest 1/4; thence along said east line South 00°02'04" East a distance of 203.98 feet to the POINT OF BEGINNING.

Containing 1.580 acres

ALSO

Those portions of Lots D and E, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence continue along said east line North 00°02'04" West a distance of 398.32 feet to a point on the east line of said Lot E for a POINT OF BEGINNING; thence South 50°28'00" West a distance of 485.61 feet to a point on the west line of said Lot D also being a point on the east line of Lot C (per said plat); thence along said west line and said east line, North 27°37'20" West a distance of 90.78 feet to the northwest corner of said Lot D and to a point on the south line of Lot A (per said plat); thence along the north line of said Lot D and said south line, North 62°22'33" East a distance of 410.00 feet to the southeast corner of said Lot A and to a point on the west line of said Lot E; thence along said west line and the east line of said Lot A, North 27°58'23" West a distance of 244.17 feet to the northwest corner of said Lot E and to the northeast corner of said Lot A; thence along the north line of said Lot E, North 62°24'59" East a distance of 189.24 feet to the northeast corner of said Lot E and to the east line of said southwest 1/4; thence along said east line South 00°02'04" East a distance of 264.71 feet to the POINT OF BEGINNING.

Containing 1.143 acres

ALSO

All of Lot B, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02’04” West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence along said survey baseline South 50°29’13” West a distance of 583.38 feet; thence North 27°35’41” West a distance of 668.43 feet to a point on the east existing right of way line of State Road 25 (U.S. 27) (per Section 1618-203) and to the southwest corner of said Lot B, for a POINT OF BEGINNING; thence along said east existing right of way line and the west line of said Lot B, continue North 27°35’41” West a distance of 80.00 feet to the northwest corner of said Lot B, thence along the north line of said Lot B, North 62°24’59” East a distance of 349.92 feet to the northeast corner of said Lot B; thence along the east line of said Lot B, South 27°35’43” East distance of 80.00 feet to the southeast corner of said Lot B; thence along the south line of said Lot B, South 62°24’59” West a distance of 349.92 feet to the POINT OF BEGINNING.

Containing 27,994 square feet.

Legal Description Approved by
Wilfredo A. Alfonzo P.S.M. #7107
On July 1, 2024

Agenda Item R.28. 11/18/2025

SUBJECT

Accept Quit Claim Deed and Temporary Construction Easement from Publix Super Markets, Inc., in conjunction with the Thompson Nursery Road Phase 1 -Segment 4 Project. (No fiscal impact)

DESCRIPTION

The County has a project to improve and realign Thompson Nursery Road from West Lake Ruby to U.S. Highway 17 consisting of primarily a new alignment for a four-lane corridor which has been split into four segments. Segment 4 of the project consists of primarily widening the existing Eloise Loop Road from its intersection with West Lake Ruby to a point approximately 1-mile to the west of said intersection along with a small portion of Thompson Nursery Road to the east of said intersection and engineering design associated with this segment is in its final stages.

The owner of the property located at the northeast corner of Eloise Loop Road and West Lake Ruby Road is currently developing the property as a grocery store with outparcels. The owner has been working with the County to coordinate its plans with the road project and the County has made adjustments to the roadway plans to accommodate two entrance drives on Thompson Nursery Road which serve the development. To accommodate the construction of the entrance drives in conjunction with the road project the County requested temporary construction easements. Additionally, the County requested a small right-of-way parcel located at the southwest corner of the parcel to accommodate the construction of a traffic signal pole associated with intersection improvements for the road project. The owner, Publix Super Markets, Inc. (“Publix”), has agreed to both requests and has executed and delivered a Quit Claim Deed for the additional right-of-way along with a Temporary Construction Easement to the County. Accepting the Quit Claim Deed and Temporary Construction Easement from Publix will give the County the right-of-way and easement needed from the development parcel for the road project.

RECOMMENDATION

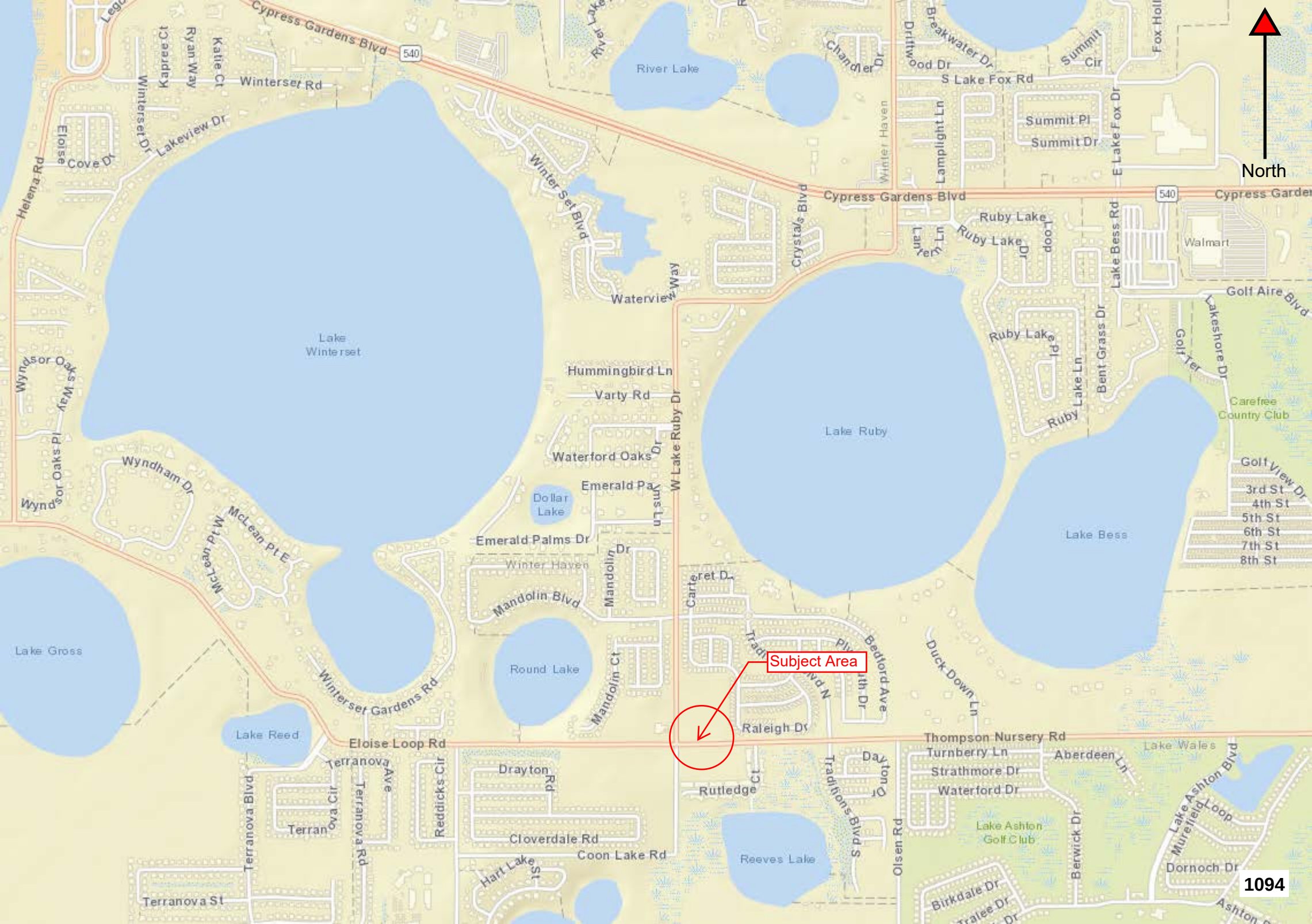
Request Board accept the above-mentioned Quit Claim Deed and Temporary Construction Easement from Publix.

FISCAL IMPACT

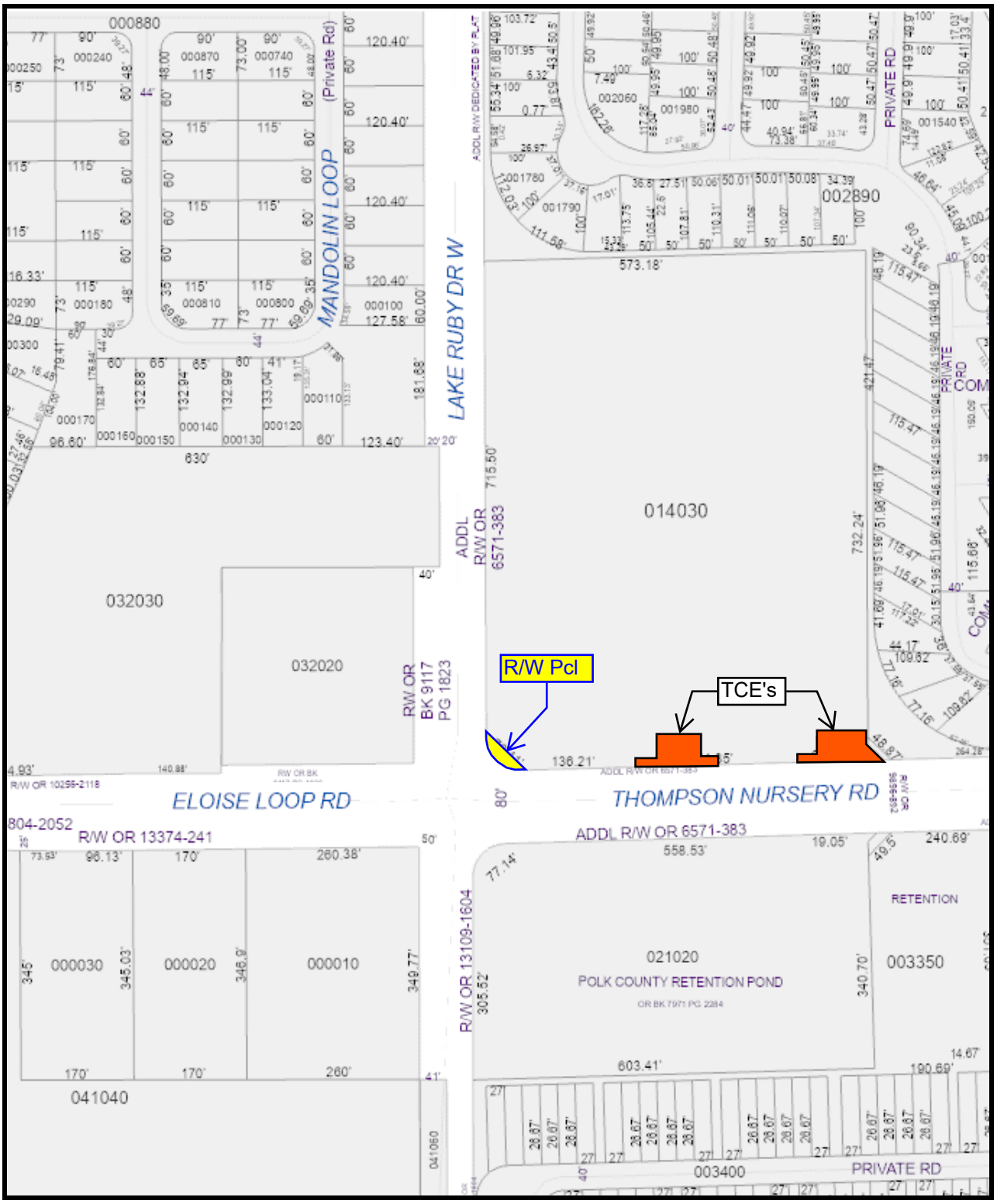
No fiscal impact.

CONTACT INFORMATION

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


Subject Area
North
Cypress Gardens Blvd
540
Winterset Rd
Lakeview Dr
Helena Rd
Eloise Cove Dr
Kapree Ct
Ryan Way
Katie Ct
River Lake
Chandler Dr
Driftwood Dr
Breakwater Dr
S Lake Fox Rd
Summit Cir
Summit Pl
Summit Dr
E Lake Fox Dr
Fox Hollow
Lamplight Ln
Winter Haven
Winter Set Blvd
Crystals Blvd
Waterview Way
Lake Winterset
Windsor Oaks Way
Windsor Oaks Pl
Wyndham Dr
McLean Pt E
Hummingbird Ln
Varty Rd
Waterford Oaks Dr
Emerald Palms Dr
Dollar Lake
W Lake Ruby Dr
Lake Ruby
Ruby Lake
Ruby Lake Loop
Ruby Lake Pl
Ruby Lake Ln
Lantern Ln
Lake Bess Rd
Bent Grass Dr
Golf Ter
Walmart
Golf Aire Blvd
Lakeshore Dr
Carefree Country Club
Golf View Dr
3rd St
4th St
5th St
6th St
7th St
8th St
Lake Bess
Mandolin Dr
Mandolin Blvd
Mandolin Ct
Carteret Dr
Winter Haven
Round Lake
Lake Gross
Lake Reed
Winterset Gardens Rd
Eloise Loop Rd
Raleigh Dr
Bedford Ave
Duck Down Ln
Thompson Nursery Rd
Turnberry Ln
Strathmore Dr
Waterford Dr
Aberdeen Ln
Lake Wales
Lake Ashton Blvd
Murefield Loop
Dornoch Dr
Lake Ashton Golf Club
Berwick Dr
Olsen Rd
Traditions Blvd S
Dayton Dr
Rutledge Ct
Drayton Rd
Reddicks Cir
Terranova Ave
Terranova Cir
Terranova Blvd
Terranova Rd
Terranova St
Cloverdale Rd
Coon Lake Rd
Hart Lake St
Reeves Lake
Birkdale Dr
1094

SECTION 13, TOWNSHIP 29 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: Thompson Nursery Road Ph 1 Segment 4

Parent Parcel ID No.: 262913-000000-014030

QUIT CLAIM DEED

THIS INDENTURE, made this 22nd day of October, 2025, between **PUBLIX SUPER MARKETS, INC.**, a Florida corporation, whose address is 3300 Publix Corporate Parkway, Lakeland, Florida 33811, 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)

Witness #1
Elizabeth Draper
Print Name
3300 Publix Corporate Parkway, Lakeland, Florida 33811
Address

Witness #2
Lisa Smith
Print Name
3300 Publix Corporate Parkway, Lakeland, Florida 33811
Address

PUBLIX SUPER MARKETS, INC.,
a Florida corporation

By: _____
Bridgid A. O'Connor,
Vice President of Real Estate Strategy

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 22 day of October, 2025, by Bridgid A. O'Connor, as Vice-President of Real Estate Strategy & Operations of Publix Super Markets, Inc., a Florida corporation, on behalf of the corporation, who [X] is personally known to me or [ ] has produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA
JESSICA HERNANDEZ
Commission # HH 253135
Expires April 14, 2026

Notary Public

Jessica Hernandez
Printed Name of Notary

Commission Number and Expiration Date

Project Name: Thompson Nursery Road
Tax Folio Number: 262913-000000-014030

Road Number: 961304
Project Number: TNRPH1S4E25-6

DESCRIPTION

A parcel of land being a portion of the Northeast 1/4 of Section 13, Township 29 South, Range 26 East, Polk County, Florida, being described as follows:

Commence at the southwest corner of said Northeast 1/4 of Section 13, Township 29 South, Range 26 East; thence North 88°19'50" East, along the south line of said Northeast 1/4 of Section 13, a distance of 50.55 feet, to the southerly extension of the west right-of-way line of Lake Ruby Drive as described in Official Records Book 6571 Page 383; thence North 00°16'13" West, along said southerly extension, 99.69 feet, to said west right-of-way line and the **POINT OF BEGINNING**; thence continue North 00°16'13" West, along said west right-of-way line 12.26 feet; thence South 39°43'22" East, 80.64 feet to a point on the north right-of-way line of Thompson Nursery Road (County Road 540-A) as described in said Official Records Book 6571 Page 383, said point being on a non-tangent curve concave to the north having a radius of 17141.02 feet, a central angle of 00°00'05", a chord bearing of South 88°45'42" West, and a chord distance of 0.40 feet; thence westerly along said north right-of-way line and the arc of said curve 0.40 feet, to a point on a non-tangent curve concave to the northeast having a radius of 50.00 feet, a central angle of 90°59'30", a chord bearing of North 45°44'25" West, and a chord distance of 71.32 feet; thence northwesterly along the north right-of-way line and the arc of said curve 79.41 feet, to the **POINT OF BEGINNING**.

Containing 1,059.66 square feet, more or less.

SHEET 1 OF 2 FOR SKETCH SEE SHEET 2

REVISION	DATE			BY

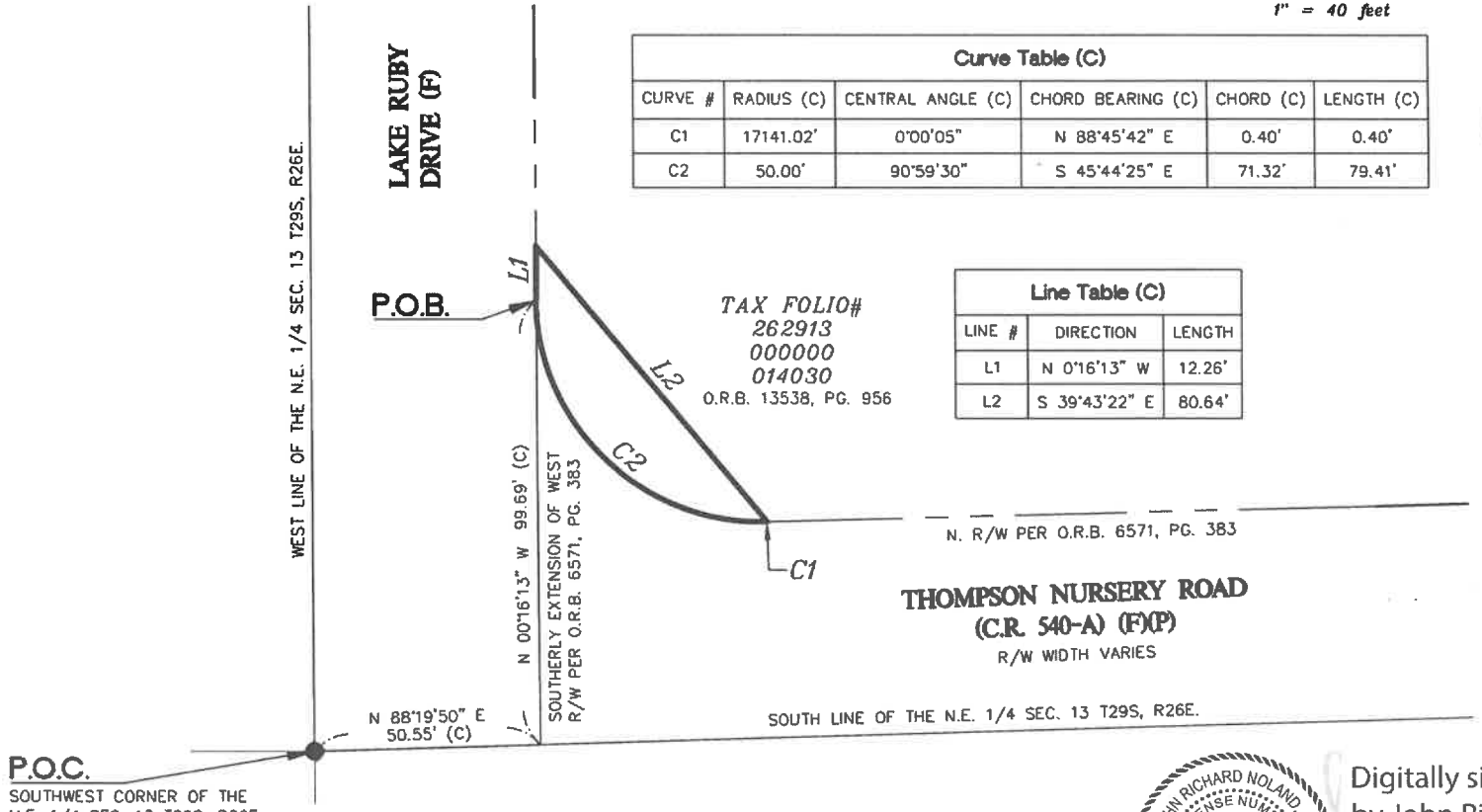
THIS IS NOT A SURVEY

SCALE
1" = 40 feet

NORTH

Curve Table (C)					
CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	17141.02'	0°00'05"	N 88°45'42" E	0.40'	0.40'
C2	50.00'	90°59'30"	S 45°44'25" E	71.32'	79.41'

Line Table (C)		
LINE #	DIRECTION	LENGTH
L1	N 0°16'13" W	12.26'
L2	S 39°43'22" E	80.64'



LEGEND

(C)	= CALCULATED	POB	= POINT OF BEGINNING
(F)	= FIELD	POC	= POINT OF COMMENCEMENT
(P)	= PLAT	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
COR.	= CORNER	R	= RANGE
M.B.	= MAP BOOK	R/W	= RIGHT-OF-WAY
M/R/W	= MAINTAINED RIGHT-OF-WAY	SEC	= SECTION
O.R.B.	= OFFICIAL RECORDS BOOK	T	= TOWNSHIP
P.B.	= PLAT BOOK		
PG(S).	= PAGE(S)		

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.

JOHN RICHARD NOLAND JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.08.26 16:51:51 -04'00'

DATE 08/26/25

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

POLK COUNTY

DESCRIPTION SKETCH

LOCATED IN SECTION 13,
TOWNSHIP 29 SOUTH, RANGE 26 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	RWY	BRM & JRN	08/26/25
Parcel Number:	PREPARED FOR:		Job Number:
N/A	REAL ESTATE SERVICES		TNRPH1S4E25-6

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

This instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
PO Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Scott C. Lowery
Project Name: Thompson Nursery Rd Ph 1 Segment 4

Parent Parcel ID No.: 262913-000000-014030

TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF EASEMENT, made this 22nd day of October, 2025, by and between **PUBLIX SUPER MARKETS, INC.**, a Florida corporation, whose address is 3300 Publix Corporate Parkway, Lakeland, Florida 33811, as Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, P. O. Box 988, Bartow, FL 33831, its successors and assigns, as Grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantor, grants, bargains and releases to the Grantee a Temporary Construction Easement for the purpose of constructing, conforming, sloping, tying in and harmonizing driveway entrance connections to Thompson Nursery Road with existing grades in conjunction, and associated, with the road improvement project known as the Thompson Nursery Road Phase 1 Segment 4 project ("Permitted Activities").

See Exhibits "A" and "B" (the "Property")

THIS EASEMENT is granted upon the condition that the construction shall not extend beyond the limits outlined above, and that any work performed upon the Property shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the existing structural improvements will not be damaged. After construction is complete, the Property shall be restored to the same, or as good as, condition as existed before construction began.

Grantee covenants and agrees that at least one of the two entrance drives associated with this Easement shall remain open and available to vehicular traffic at all times during the construction of the project.

It is understood and agreed by the Parties hereto that the rights granted herein shall expire ninety-six (96) months from the date of execution of this Easement.

The Grantee agrees to indemnify, protect, and hold Grantor, its members and managers, partners, officers, directors, shareholders, employees, and trustees (collectively, the "Indemnified Parties"), harmless from and against liabilities, demands, actions, causes

of action, suits, claims, losses, damages, costs, and expenses including without limitation, reasonable attorneys' fees, paralegals' fees, court costs, and litigation expenses suffered or incurred by any of the Indemnified Parties as a result of negligence, willful misconduct or omissions of the County, its authorized agents, representatives, and employees, or third parties, performing the Permitted Activities (including activities of any of their employees, consultants, contractors, or other agents) under this Easement, or any breach thereof, including without limitation, mechanics' liens, damage to any portion of the Property, or injury to persons or property resulting from such Permitted Activities. Nothing herein shall be deemed a waiver, express or implied, of the Grantee's rights to sovereign immunity, or an increase in the limits of liability, pursuant to Section 768.28, Florida Statutes. If any portion of the Property is damaged in any way as a result of Permitted Activities pursuant to this Easement, the Grantee shall, at its sole cost and expense, repair such damage and restore it to pre-entrant condition. The paragraph shall survive the termination of this Easement.

Grantee shall require its contractor to maintain, at all times during the term of this Easement, a Commercial General Liability Insurance policy providing continuous coverage for all Permitted Activities under this Easement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy, or such other minimum insurance coverage that may be required by the County for the Permitted Activities. County shall also require its contractor to name Grantor and Grantee as additional insured parties on the afore-stated policy, and to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees.

[SIGNATURE PAGE FOLLOWS]

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)

Witness Elizabeth Draper
Print Name Elizabeth Draper
Address: 3300 Publix Corporate Parkway
Lakeland, Florida 33811

Witness Lisa Smith
Print Name Lisa Smith
Address: 3300 Publix Corporate Parkway
Lakeland, Florida 33811

PUBLIX SUPER MARKETS, INC.,
a Florida corporation

By: Bridgid A. O'Connor
Bridgid A. O'Connor,
Vice President of Real Estate Strategy

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of October, 2025 by Bridgid A. O'Connor, as Vice President of Real Estate Strategy & Operations of PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of the corporation. She is ☒ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA
JESSICA HERNANDEZ
Commission # HH 253135
Expires April 14, 2026

Jessica Hernandez
Notary Public Signature

Jessica Hernandez
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.: _____
My Commission Expires: _____

0058683\212116\15561118v1

Project Name: Thompson Nursery Road
Tax Folio Number: 262913-000000-014030

Road Number: 961304
Project Number: TNRPH1S4E25-6

DESCRIPTION

A parcel of land being a portion of the Northeast 1/4 of Section 13, Township 29 South, Range 26 East, Polk County, Florida, being described as follows:

Commence at the southwest corner of said Northeast 1/4 of Section 13, Township 29 South, Range 26 East; thence North 88°19'50" East, along the south line of said Northeast 1/4 of Section 13, a distance of 273.32 feet; thence North 01°40'10" West, 47.93 feet to the north right-of-way line for Thompson Nursery Road (CR 540A) as described in Official Records Book 6571 Page 383 of said Public Records of Polk County, Florida, and the **POINT OF BEGINNING**; thence North 01°39'28" West, 10.34 feet; thence North 88°06'25" East, 29.22 feet; thence North 00°00'00" East, 35.72 feet; thence North 89°45'16" East, 65.53 feet; thence South 00°00'00" East, 33.37 feet; thence North 88°06'25" East, 29.41 feet; thence South 01°39'28" East, 11.28 feet to said north right-of-way line; thence South 88°19'42" West, along said north right-of-way line 124.21 feet to the **POINT OF BEGINNING**.

Containing 3,606.37 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2

REVISION	DATE	BY

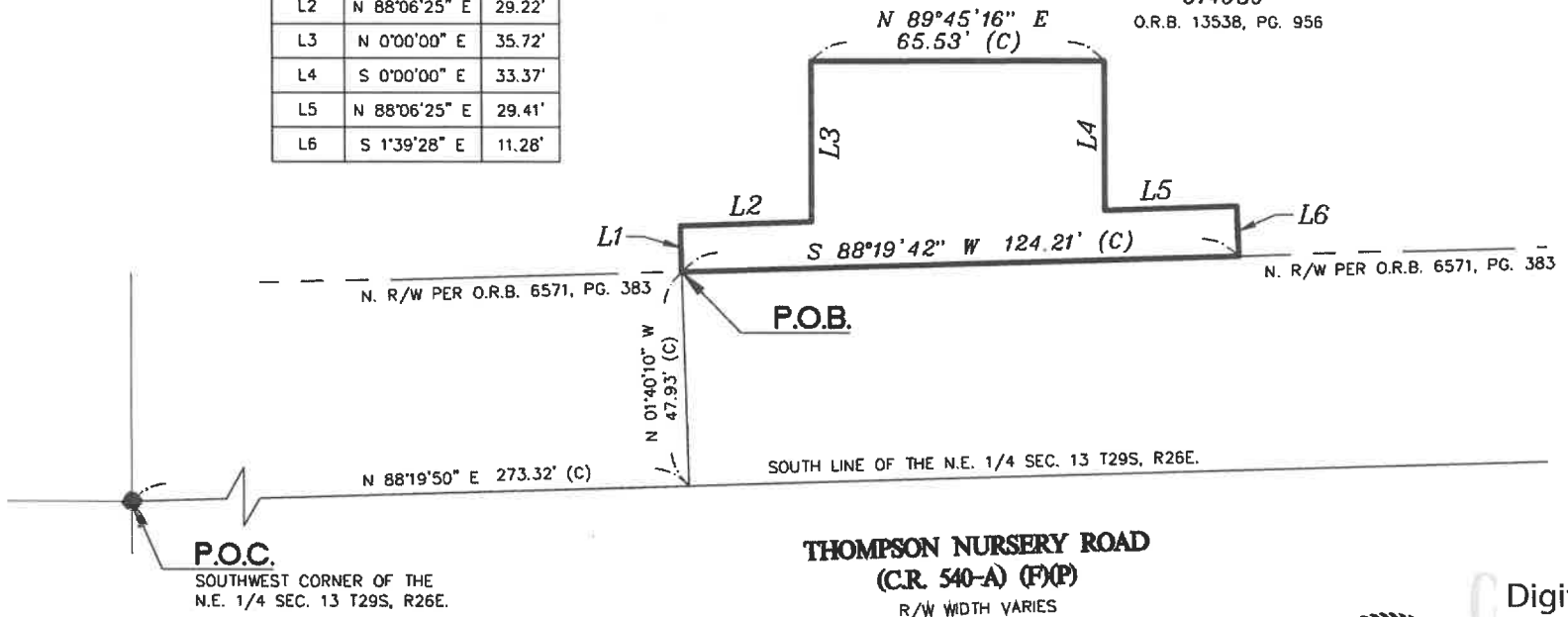
THIS IS NOT A SURVEY

Line Table (C)		
LINE #	DIRECTION	LENGTH
L1	N 1°39'28" W	10.34'
L2	N 88°06'25" E	29.22'
L3	N 0°00'00" E	35.72'
L4	S 0°00'00" E	33.37'
L5	N 88°06'25" E	29.41'
L6	S 1°39'28" E	11.28'

SCALE
1" = 40 feet

NORTH

TAX FOLIO#
262913
000000
014030
O.R.B. 13538, PG. 956



THOMPSON NURSERY ROAD
(C.R. 540-A) (F)(P)
R/W WIDTH VARIES

LEGEND

(C)	= CALCULATED	POB	= POINT OF BEGINNING
(F)	= FIELD	POC	= POINT OF COMMENCEMENT
(P)	= PLAT	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
COR.	= CORNER	R	= RANGE
M.B.	= MAP BOOK	R/W	= RIGHT-OF-WAY
M/R/W	= MAINTAINED RIGHT-OF-WAY	SEC	= SECTION
O.R.B.	= OFFICIAL RECORDS BOOK	T	= TOWNSHIP
P.B.	= PLAT BOOK		
PG(S).	= PAGE(S)		

JOHN RICHARD NOLAND JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.08.26 16:55:57 -04'00'

DATE
08/26/25

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

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.

POLK COUNTY

DESCRIPTION SKETCH

LOCATED IN SECTION 13,
TOWNSHIP 29 SOUTH, RANGE 26 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	RWY	BRM & JRN	08/26/25
Parcel Number:	PREPARED FOR:		Job Number:
N/A	REAL ESTATE SERVICES		TNRPH1S4E25-6

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

Project Name: Thompson Nursery Road
Tax Folio Number: 262913-000000-014030

Road Number: 961304
Project Number: TNRPH1S4E25-6

DESCRIPTION

A parcel of land being a portion of the Northeast 1/4 of Section 13, Township 29 South, Range 26 East, Polk County, Florida, being described as follows:

Commence at the southwest corner of said Northeast 1/4 of Section 13, Township 29 South, Range 26 East; thence North 88°19'50" East, along the south line of said Northeast 1/4 of Section 13, a distance of 520.54 feet; thence North 01°40'10" West, 47.94 feet to the north right-of-way line for Thompson Nursery Road (CR 540A) as described in Official Records Book 6571 Page 383 of said Public Records of Polk County, Florida, and the **POINT OF BEGINNING**; thence North 01°39'28" West, 10.28 feet; thence North 88°06'25" East, 28.18 feet; thence North 00°00'00" East, 35.99 feet; thence North 89°45'16" East, 72.48 feet; thence South 00°00'00" East, 20.24 feet; thence South 46°33'54" East, 19.10 feet thence North 90°00'00" East, 4.64 feet; thence South 45°56'36" East, 14.90 feet to said north right-of-way line; thence South 88°19'42" West, along said north right-of-way line 129.61 feet, to the **POINT OF BEGINNING**.

Containing 3,936.69 square feet, more or less.

SHEET 1 OF 2 FOR SKETCH SEE SHEET 2

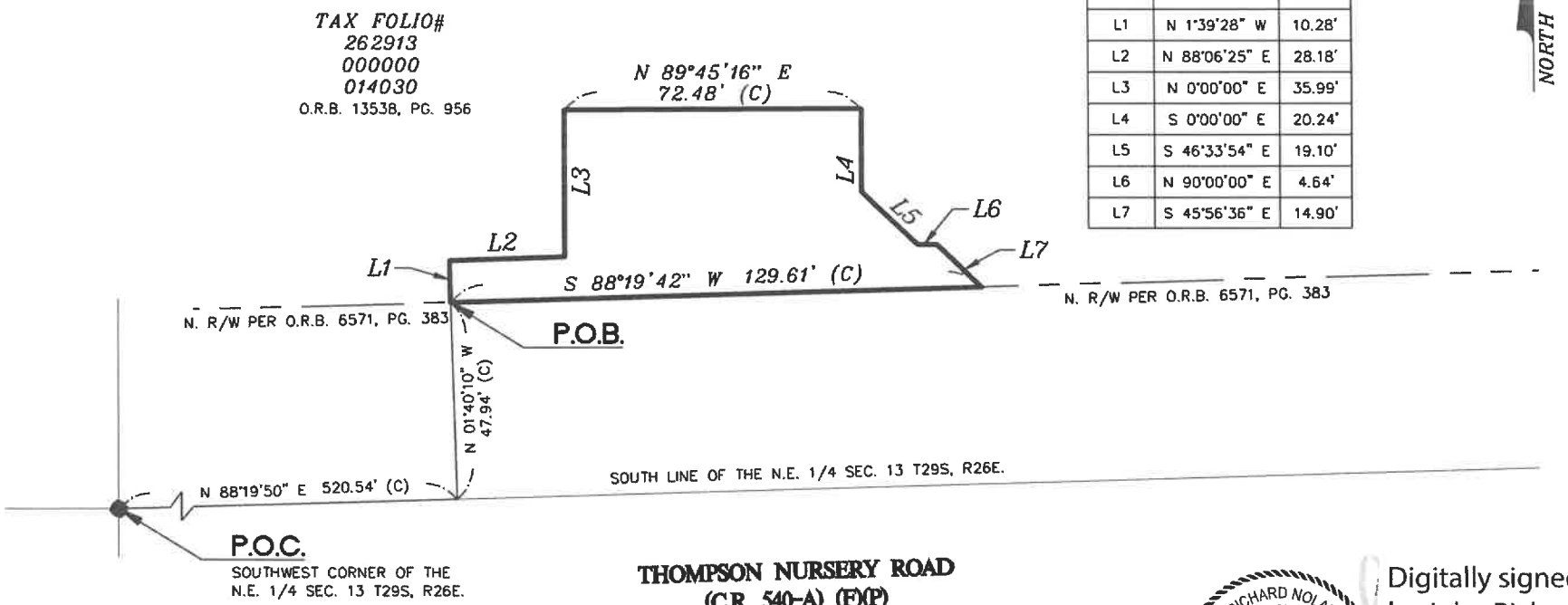
REVISION	DATE	BY

THIS IS NOT A SURVEY

SCALE
1" = 40 feet

NORTH

Line Table (C)		
LINE #	DIRECTION	LENGTH
L1	N 1°39'28" W	10.28'
L2	N 88°06'25" E	28.18'
L3	N 0°00'00" E	35.99'
L4	S 0°00'00" E	20.24'
L5	S 46°33'54" E	19.10'
L6	N 90°00'00" E	4.64'
L7	S 45°56'36" E	14.90'



THOMPSON NURSERY ROAD
(C.R. 540-A) (F)(P)
R/W WIDTH VARIES

LEGEND

(C)	= CALCULATED	POB	= POINT OF BEGINNING
(F)	= FIELD	POC	= POINT OF COMMENCEMENT
(P)	= PLAT	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
COR.	= CORNER	R	= RANGE
M.B.	= MAP BOOK	R/W	= RIGHT-OF-WAY
M/R/W	= MAINTAINED RIGHT-OF-WAY	SEC	= SECTION
O.R.B.	= OFFICIAL RECORDS BOOK	T	= TOWNSHIP
P.B.	= PLAT BOOK		
PG(S).	= PAGE(S)		

JOHN RICHARD NOLAND, JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.08.26 16:57:44 -04'00'

DATE
08/26/25

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

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.

POLK COUNTY

DESCRIPTION SKETCH

LOCATED IN SECTION 13,
TOWNSHIP 29 SOUTH, RANGE 26 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	RWY	BRM & JRN	08/26/25
Parcel Number:	PREPARED FOR:		Job Number:
N/A	REAL ESTATE SERVICES		TNRPH1S4E25-6

THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

Exhibit "B" - Sheet 2 of 2

Agenda Item R.29. 11/18/2025

SUBJECT

Accept Quit Claim Deed from BKN.Brickman Corp. for additional right-of-way for the intersection of Midway Road and Eastway Road. (No fiscal impact)

DESCRIPTION

The County was contacted by the owner of property located at the southwest corner of the intersection of Midway Road and East Way Road in the Poinciana area regarding the roadway in relationship to its property. A recent survey performed for the owner showed that the northeast corner of the owner's property extended into the roadway. Research revealed that this property is not platted and is part of an unrecorded subdivision known as Lake Marion Terrace - 2nd Addition. The drawings associated with the unrecorded subdivision depict what appear to be rights-of-way for the roadways; however, it does not appear that these rights-of-way were ever conveyed or otherwise dedicated to the County or public. Midway Road and Eastway Road are both public roadways which have been maintained by the County in excess of thirty years. In order to clear any clouds on the owner's title caused by the roadway encroachment shown on the survey the County requested the owner convey any interest it has in a corner clip at the corner of its property. Additionally, the County requested the owner convey any interest it may have in that portion of right-of-way for the roadway lying adjacent to its property to approximately the center of the roadway. The owner, BKN.Brickman Corp, has agreed to the County's request and has executed and delivered a Quit Claim Deed for the right-of-way. Accepting the Quit Claim Deed will give the County documented right-of-way for, and clear any potential encroachments caused by, the County roadways adjacent to the owner's property.

RECOMMENDATION

Request Board accept the aforementioned Quit Claim Deed.

FISCAL IMPACT

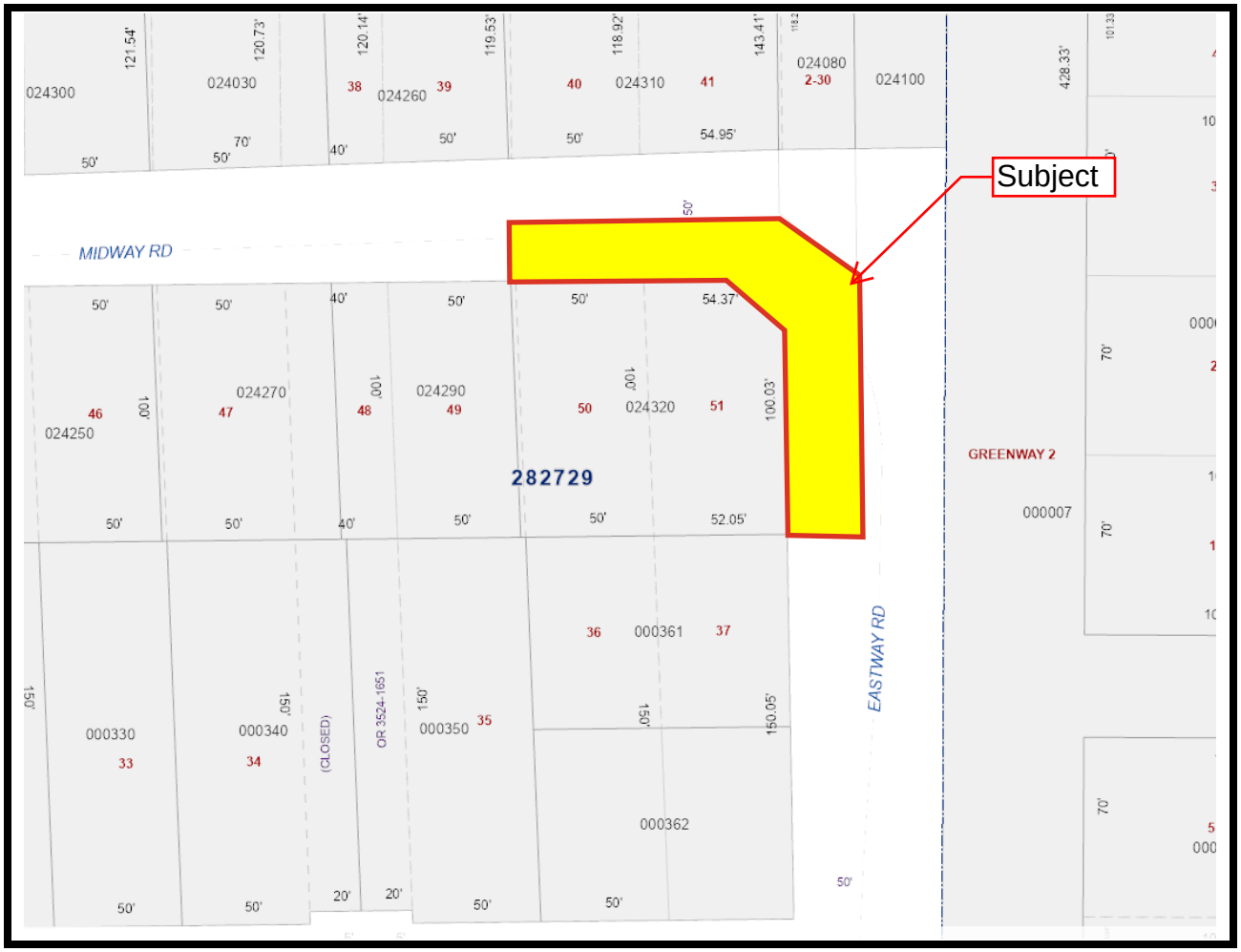
No fiscal impact.

CONTACT INFORMATION

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


Subject Area
North
Midway Rd
Lake Marion Creek Rd
Johnson Ave E
Halabrin Rd
Lake Marion Creek
McMan Rd
Lake Marion Creek Dr
Caspian Rd
St Cloud Rd
Solivita Blvd
Gulf Dr
Barcelona Dr
Monterey St
Indian Wells Ave
Bell Tower Pkwy
Shorehaven Dr
Glendora Rd
Davinci Pass
Mullet Rd
Halibut Rd
Pine St
Lake Marion
Lake Marion Rd
Burnway Rd
Camelot Dr
Adams Nursery Rd
Conch Dr
1108
Section 29, Township 27 South, Range 28 East

SECTION 29, TOWNSHIP 27 SOUTH, RANGE 28 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: Heather Fuentes
Midway Road R/W

Parent Parcel ID No.: 282729-000000-024320

QUIT CLAIM DEED

THIS INDENTURE, made this 21st day of October, 2025, between **BKN.BRICKMAN CORP**, a Florida corporation, whose address is 1544 Resolute Street, Celebration, Florida 34747, 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)

Witness #1

Enzo Zapparolli Handeri
Print Name

52 Edgehill Columbia FL 32247
Address

Witness #2

Brigitte Rosette
Print Name

52 Ridge Rd Columbia FL 32247
Address

BKN.BRICKMAN CORP, a Florida profit corporation

By: _____
Michelle Pludwinski, President

STATE OF FLORIDA

COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of October, 2025, by Michelle Pludwinski, as President of BKN.BRICKMAN CORP, a Florida corporation, on behalf of the company, who ☐ is personally known to me or ☒ has produced Drivers License as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public

ERIK RUSCETTE
MY COMMISSION # HH 699778
EXPIRES: July 31, 2029

ERIK RUSCETTE
MY COMMISSION # HH 699778
EXPIRES: July 31, 2029

Erik Ruscette
Printed Name of Notary

HH 699778 7/31/2029
Commission Number and Expiration Date

Project Name: Midway Road
Tax Folio Number: 28-27-29-000000-024320

Road Number: 782906 & 782901
Project Number: 7829E25-1

DESCRIPTION

A parcel of land being a portion of a parcel as described in Official Records Book 13031, Pages 2000-2002, Public Records of Polk County, Florida, lying in Section 29, Township 27 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at a 4"x4" concrete monument stamped "LB 762" that is marking the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 29 as depicted on POINCIANA NEIGHBORHOOD 1 WEST, VILLAGE 7, and recorded in Plat Book 52, Page 50, Public Records of Polk County, Florida; thence South 00°45'23" West, along the east line of said Southwest 1/4 of the Southeast 1/4, also being the west line of Greenway-2 as depicted on said POINCIANA NEIGHBORHOOD 1 WEST, VILLAGE 7, a distance of 444.96 feet; thence South 88°36'17" West, 33.12 feet to the **POINT OF BEGINNING**; thence continue South 88°36'17" West, 29.89 feet; thence North 00°10'29" West, 79.66 feet; thence North 55°06'25" West, 34.41 feet; thence South 88°37'30" West, 76.25 feet; thence North 01°26'20" West, 24.97 feet; thence North 88°36'17" East, 104.95 feet; thence South 48°20'02" East, 40.24 feet; thence South 00°07'43" East, 97.55 feet to the **POINT OF BEGINNING.**

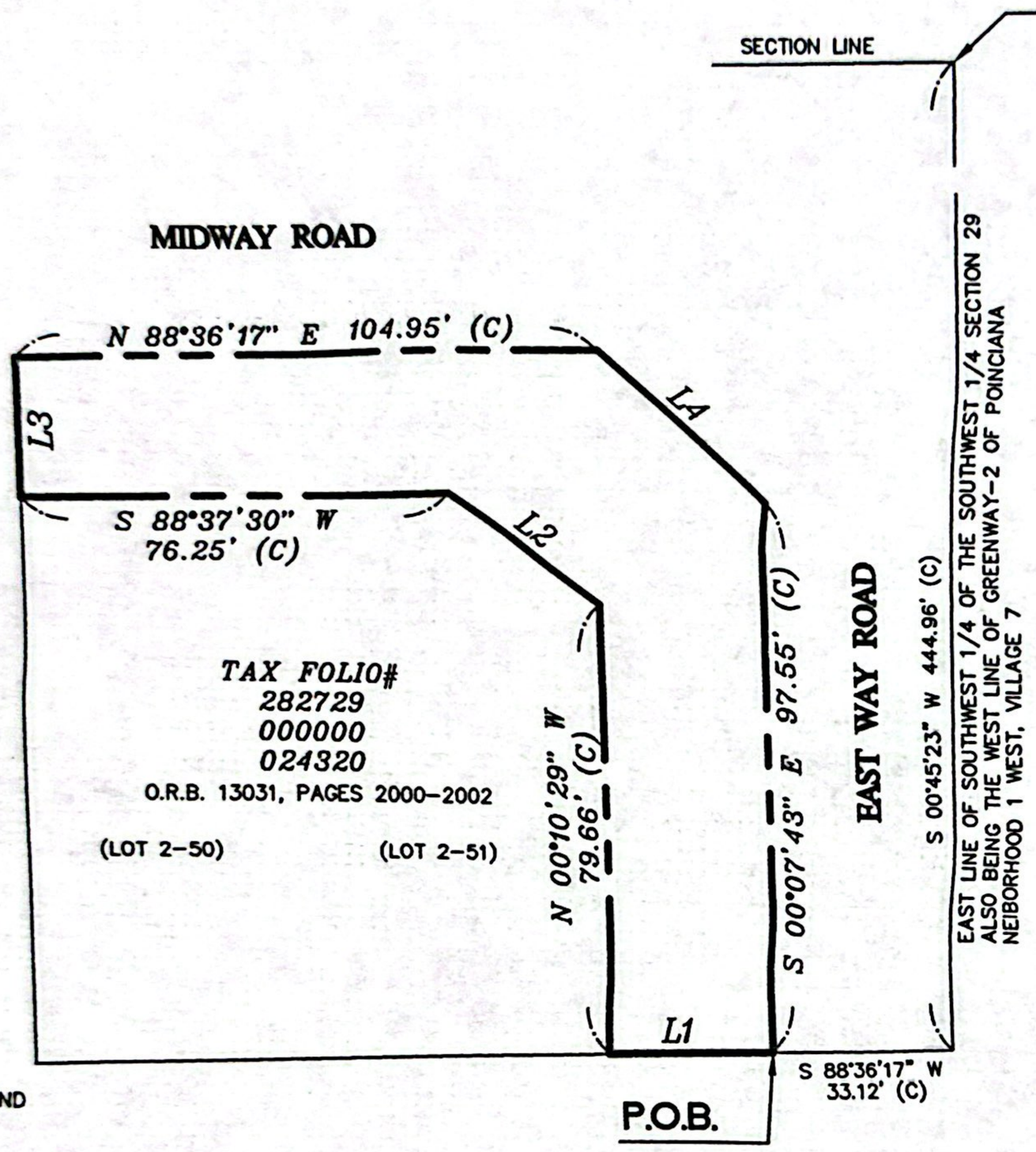
Said Parcel containing 6232 square feet more or less.

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

THIS IS NOT A SURVEY

EXHIBIT "A" Page 2 of 2



Line Table		
LINE #	DIRECTION	LENGTH
L1	S 88°36'17" W	29.89'
L2	N 55°06'25" W	34.41'
L3	N 01°26'20" W	24.97'
L4	S 48°20'02" E	40.24'

POINIANA NEIGHBORHOOD 1 WEST, VILLAGE 7
PLAT BOOK 52, PAGE 50

LEGEND

(C)	= CALCULATED
(P)	= PLAT
COR.	= CORNER
M.B.	= MAP BOOK
M/R/W	= MAINTAINED RIGHT-OF-WAY
O.R.B.	= OFFICIAL RECORDS BOOK
P.B.	= PLAT BOOK
PG(S).	= PAGE(S)
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
R	= RANGE
R/W	= RIGHT-OF-WAY
SEC	= SECTION
T	= TOWNSHIP

SURVEYOR'S NOTES

BEARINGS AND DISTANCES ARE BASED ON PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 13031, PAGE 2000.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

JOHN RICHARD NOLAND, JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.10.02 16:52:45 -04'00'

DATE
10/02/25

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

POLK COUNTY

DESCRIPTION SKETCH

LOCATED IN SECTION 29,
TOWNSHIP 27 SOUTH, RANGE 28 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	RWY	JRN	10/02/25
Parcel Number:	**PREPARED FOR:**		**Job Number:**
N/A	REAL ESTATE SERVICES		7829E25-1

THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

Agenda Item R.30. 11/18/2025

SUBJECT

Approve maintained right-of-way maps for Firetower Road, Lundy Road, Seminole Road, Ann King Road, and Rogers Road. (No fiscal impact)

DESCRIPTION

Many of the roads in the State of Florida and within Polk County were constructed years ago with narrow or non-existent rights-of-way. To correct this situation, Florida Statutes allow the State, County, or Municipality to file a map as prima facie evidence of ownership of the road with the Clerk of Circuit Court in the County in which the road lies. The State, County, or Municipality is required to certify that it has maintained the roads continuously for a minimum of seven years.

Maintained right-of-way maps have been prepared for the following roads lying within Polk County:

1. Firetower Road from a point where deeded right-of-way terminates thence westerly for approximately 160 feet to a point near an existing gate. The right-of-way is located in Section 10, Township 29 East, Range 28 East.
2. Lundy Road from its intersection with County Road westerly for approximately 1,600 feet to its dead end. The right-of-way is located in Sections 10 and 15, Township 27 South, Range 25 East.
3. Seminole Road from its intersection with Ann King Road westward approximately 2.1 miles to its dead end. The right-of-way is located in Sections 31, 32, and 33, Township 30 South, Range 28 East and Sections 4, 5, and 6, Township 31 South, Range 28 East.
4. Ann King Road from its intersection with Cody Villa Road northwar approximately 5,000 feet to its intersection with Seminole Road. The right-of-way is located in Section 4, Township 31 South, Range 28 East.
5. Rogers Road from its intersection with Hollister Road northward approximately 2,500 feet to its intersection with Seminole Road. The right-of-way is located in Section 5, Township 31 South, Range 28 East.

The maintenance units in which these roadways lie have maintained the roadways for more than seven years and will certify the maps. Approving the recording of the maintained right-of-way maps will fulfill the requirements of the Florida Statutes and give public notice of the County's ownership of the rights-of-way.

RECOMMENDATION

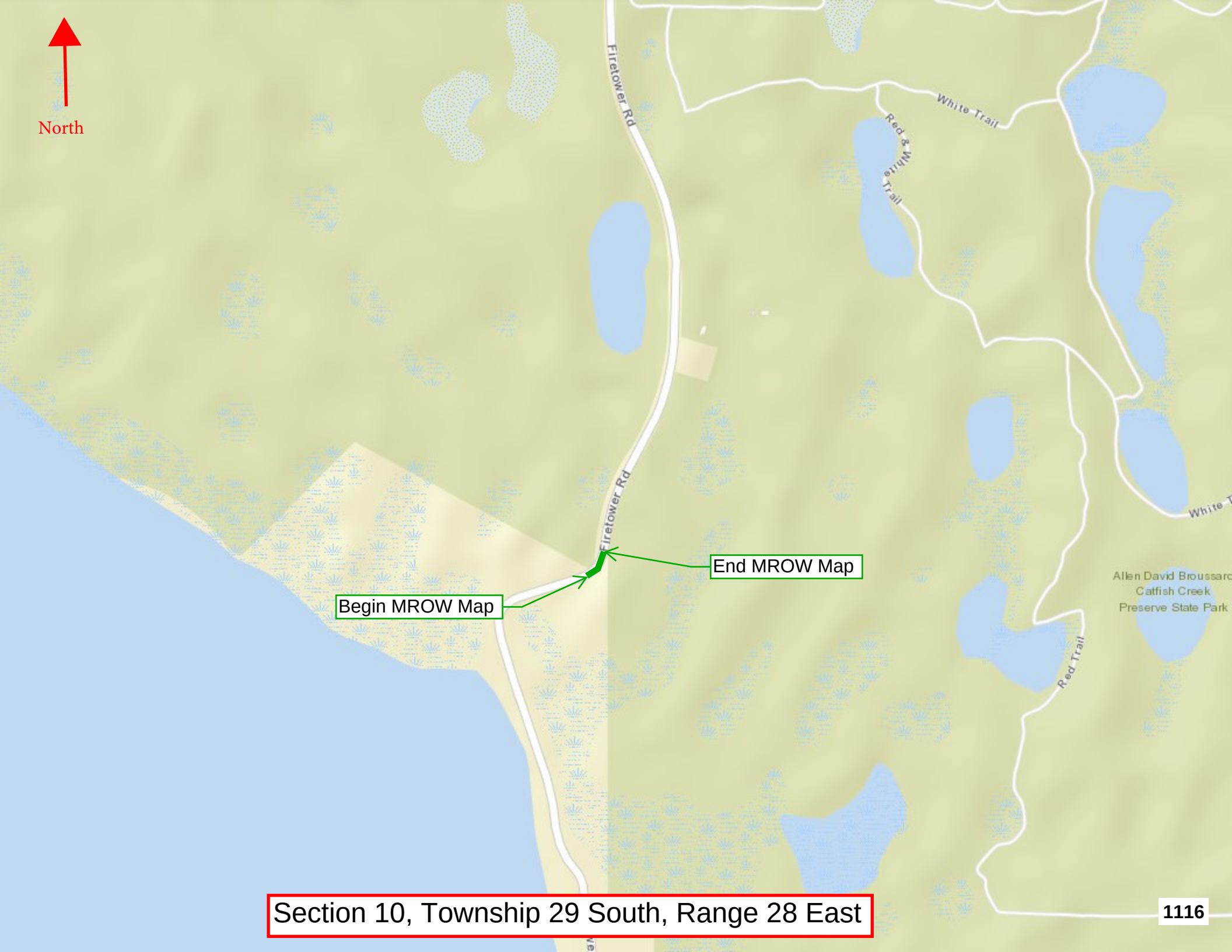
Request Board approve the aforementioned maintained right-of-way maps.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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


North
Firetower Rd
White Trail
Red & White Trail
Firetower Rd
End MROW Map
Begin MROW Map
Allen David Broussard
Catfish Creek
Preserve State Park
Red Trail
Section 10, Township 29 South, Range 28 East
1116

POLK COUNTY ROADS AND DRAINAGE DIVISION / SURVEYING AND MAPPING SECTION

MAINTAINED RIGHT-OF-WAY MAP FOR FIRETOWER ROAD POLK COUNTY, FLORIDA

CERTIFICATE

I hereby certify that the maintained right-of-way as shown on this map has been: _____Maintained or repaired for four or more years by Polk County maintenance forces, _____ road having been constructed by Polk County; or _____Maintained or repaired for seven or more years by Polk County maintenance forces.

Area Maintenance Manager _____
(Print)

Area Maintenance Manager _____
(Signature)

It is certified that the lands depicted upon this map lying between the lines marked "maintained right-of-way" are vested in Polk County, Florida, pursuant to the provisions of Section 95.361, Florida Statutes, by virtue of said road having been constructed and/or maintained by Polk County as required by Section 95.361.

Chairman: _____

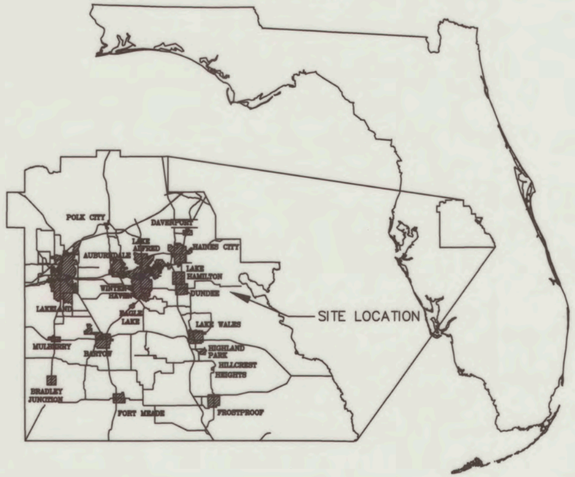
Clerk: _____

Approved for Recording: _____ _____
Real Estate Services Director Date

Filed for record in the office of the Clerk of the Circuit Court for the County of Polk, State of Florida, in Map Book _____ Page(s) _____ on the _____ day of _____, 20____.

_____
Clerk of Circuit Court
Polk County, Florida

VICINITY MAP



INDEX

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	M/R/W DETAIL

SURVEY NOTES:

1. All surveyed and calculated bearings, distances, stationing and coordinates shown hereon are grid values referenced to the State Plane Coordinate System, Florida West Zone North American Datum of 1983, adjustment of 2011.
2. All parcel lines and section lines shown hereon are for illustrative purposes only.
3. All found monumentation shown hereon are for information purposes only, additional survey work may be required to determine actual section corners, subdivision corners, or parcel corners.
4. The maintained right-of-way lines shown on this map were field located according to mow lines, constructed roads, edge of dirt roads being graded, or areas being maintained with existing boundaries as being fences, power pole lines, or any obstacle establishing a maintenance boundary. These boundaries are all determined by the unit maintenance supervisor.
5. The original of this map was plotted on mylar and contains original signatures. Attention is directed to the fact that this map may have been altered in size by reproduction if acquired from any other source. This must be considered when obtaining scaled data.

LEGEND:

(C) = CALCULATED
(F) = FIELD
CO. = COUNTY
DEFL. = DEFLECTION
FMND = FOUND MAG NAIL AND DISK
L = LEFT
LB = LICENSED BUSINESS
MB = MAP BOOK
M/R/W = MAINTAINED RIGHT-OF-WAY
NGS = NATIONAL GEODETIC SURVEY
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.I. = POINT OF INTERSECTION
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RIGHT
R/W = RIGHT-OF-WAY
SMND = SET MAG NAIL AND DISK
SEC. = SECTION
STA = STATION
TRAV. = TRAVERSE
U.S. = UNITED STATES

ASPHALT

◉ = MAG NAIL AND DISK
● = IRON ROD AND CAP

——— M/R/W
——— EXISTING R/W & M/R/W

BRYAN C. ZELENENKI License Number 7140 STATE OF FLORIDA Professional Surveyor and Mapper

11-4-2025
DATE

BRYAN C. ZELENENKI, P.S.M.
Florida Registration #7140
Polk County Surveying & Mapping Section

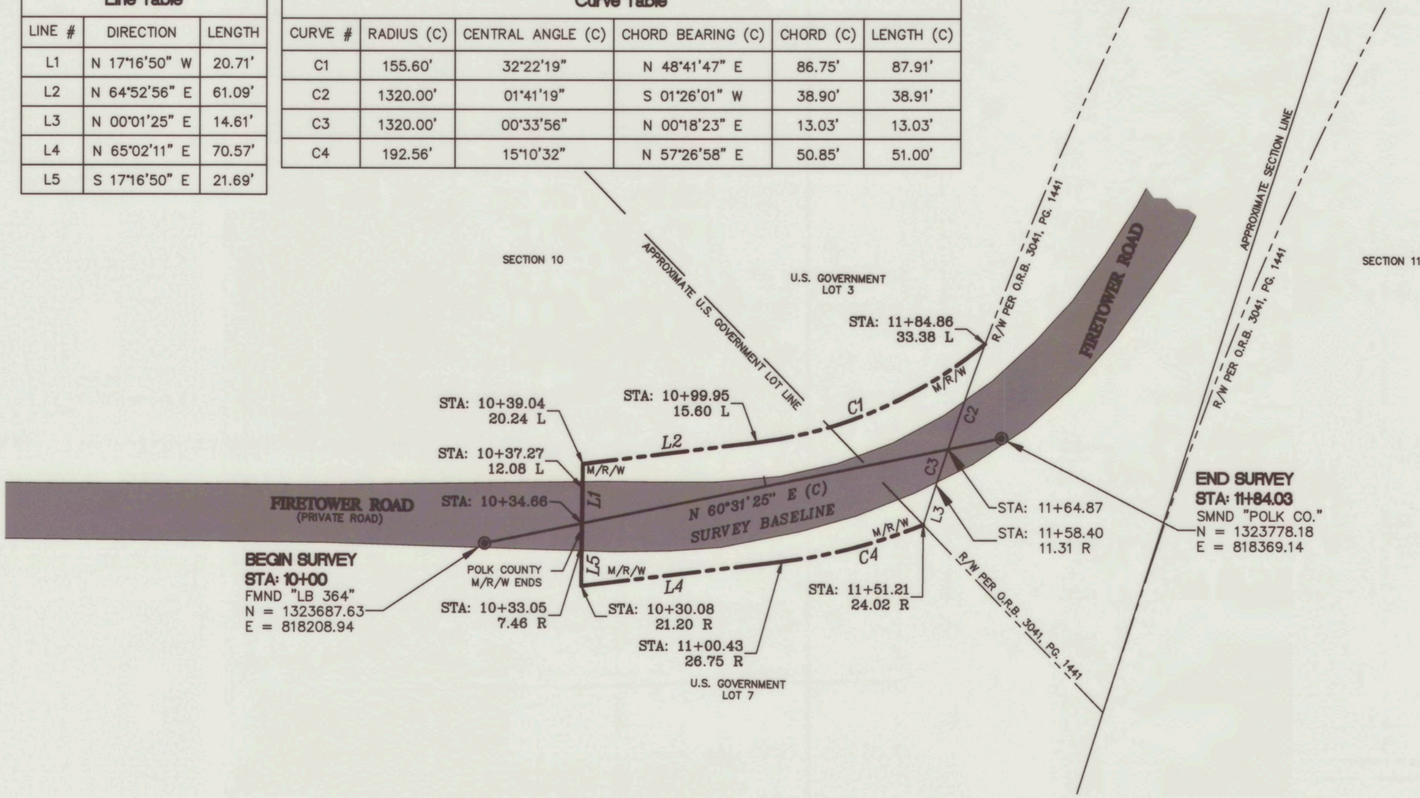
This maintained right-of-way map was prepared and reviewed under my supervision.

POLK COUNTY SURVEYING AND MAPPING 3000 SHEFFIELD ROAD, WINTER HAVEN, FL. 33880 PH. 863-535-2200							
Polk County Maintained Right-of-Way Map of:	FIRETOWER ROAD			Drawn By:	MSK	9/25/25
Township 29 S., Range 28 E.	Maintenance Unit:	4	Field Book No. JLM-5	Checked By:	RMB	9/29/25
Sections 10	County Road Number:	883401		Field Work Date:		9/18/25

SECTION 10, TOWNSHIP 29 SOUTH, RANGE 28 EAST

Line Table		
LINE #	DIRECTION	LENGTH
L1	N 17°16'50" W	20.71'
L2	N 64°52'56" E	61.09'
L3	N 00°01'25" E	14.61'
L4	N 65°02'11" E	70.57'
L5	S 17°16'50" E	21.69'

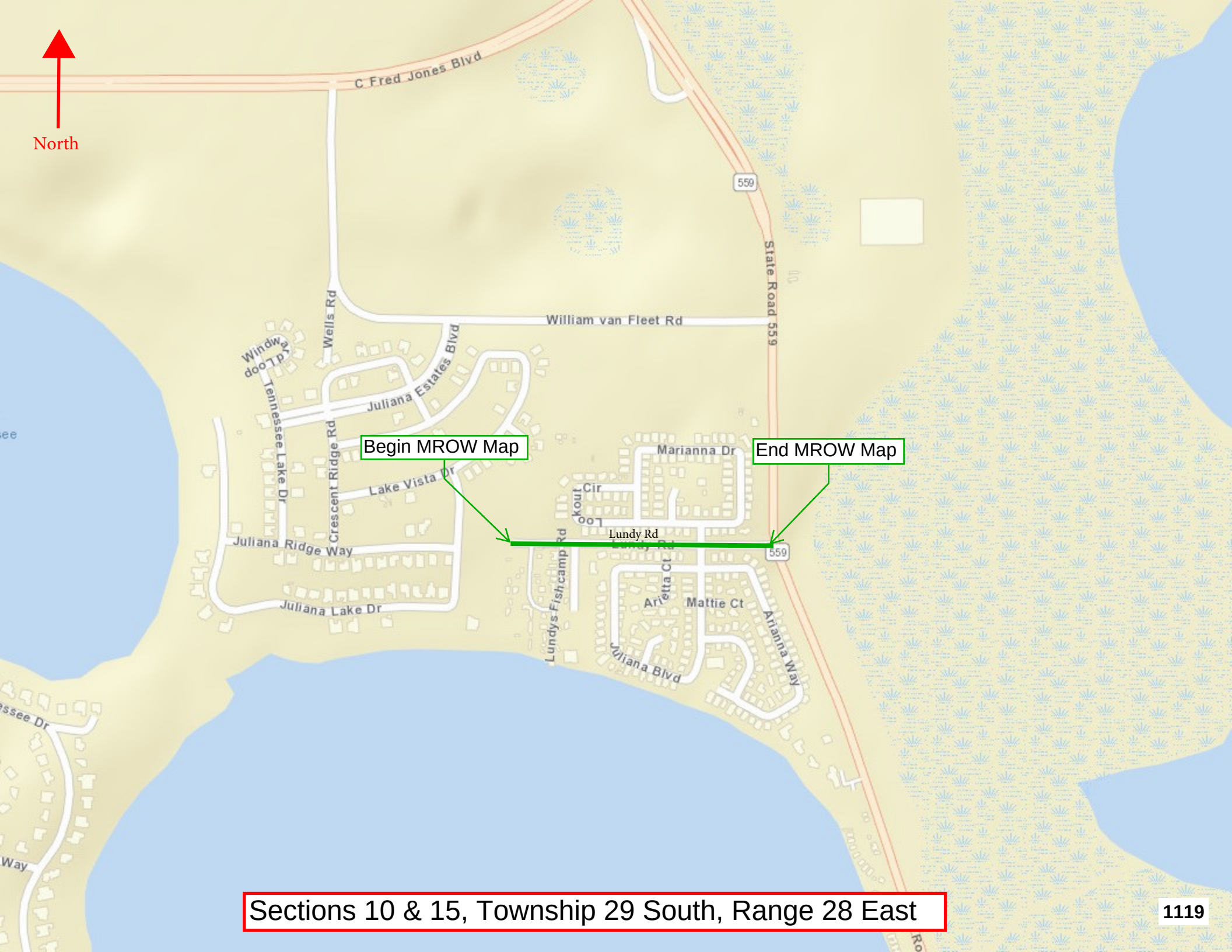
Curve Table					
CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	155.60'	32°22'19"	N 48°41'47" E	86.75'	87.91'
C2	1320.00'	01°41'19"	S 01°26'01" W	38.90'	38.91'
C3	1320.00'	00°33'56"	N 00°18'23" E	13.03'	13.03'
C4	192.56'	15°10'32"	N 57°26'58" E	50.85'	51.00'



GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 feet

NORTH

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND


North
C Fred Jones Blvd
559
State Road 559
William van Fleet Rd
Wells Rd
Windward Loop
Tennessee Lake Dr
Juliana Estates Blvd
Crescent Ridge Rd
Lake Vista Dr
Juliana Ridge Way
Juliana Lake Dr
Begin MROW Map
End MROW Map
Marianna Dr
Lundy Rd
Lundys Fishcamp Rd
Arietta Ct
Mattie Ct
Arianna Way
Juliana Blvd
Sections 10 & 15, Township 29 South, Range 28 East
1119

POLK COUNTY ROADS AND DRAINAGE DIVISION / SURVEYING AND MAPPING SECTION

MAINTAINED RIGHT-OF-WAY MAP FOR LUNDY ROAD POLK COUNTY, FLORIDA

CERTIFICATE

I hereby certify that the maintained right-of-way as shown on this map has been: _____Maintained or repaired for four or more years by Polk County maintenance forces, _____ road having been constructed by Polk County; or _____Maintained or repaired for seven or more years by Polk County maintenance forces.

Area Maintenance Manager _____
(Print)

Area Maintenance Manager _____
(Signature)

It is certified that the lands depicted upon this map lying between the lines marked "maintained right-of-way" are vested in Polk County, Florida, pursuant to the provisions of Section 95.361, Florida Statutes, by virtue of said road having been constructed and/or maintained by Polk County as required by Section 95.361.

Chairman: _____

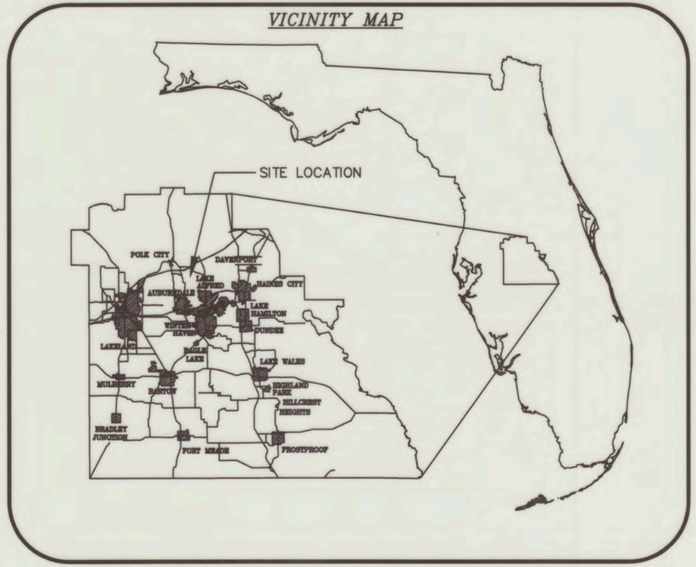
Clerk: _____

Approved for Recording: _____ _____
Real Estate Services Director Date

Filed for record in the office of the Clerk of the Circuit Court for the County of Polk, State of Florida, in Map Book _____ Page(s) _____ on the _____ day of _____, 20____.

_____
Clerk of Circuit Court
Polk County, Florida

VICINITY MAP



INDEX

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2-4	M/R/W DETAIL

SURVEY NOTES:

1. All surveyed and calculated bearings, distances, stationing and coordinates shown hereon are grid values referenced to the State Plane Coordinate System, Florida West Zone North American Datum of 1983, adjustment of 2011.
2. This maintained right-of-way map is an update of a previously recorded map filed in Map Book 1, Page 95, Public Records of Polk County, Florida. This map supersedes the previous map, and shows all relevant information from said map, as well as updated right-of-way information.
3. All parcel lines and section lines shown hereon are for illustrative purposes only.
4. All found monumentation shown hereon are for information purposes only, additional survey work may be required to determine actual section corners, subdivision corners, or parcel corners.
5. The maintained right-of-way lines shown on this map were field located according to mow lines, constructed roads, edge of dirt roads being graded, or areas being maintained with existing boundaries as being fences, power pole lines, or any obstacle establishing a maintenance boundary. These boundaries are all determined by the unit maintenance supervisor.
6. The original of this map was plotted on mylar and contains original signatures. Attention is directed to the fact that this map may have been altered in size by reproduction if acquired from any other source. This must be considered when obtaining scaled data.

LEGEND:

(C)	=	CALCULATED
(F)	=	FIELD
DEFL.	=	DEFLECTION
F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION
L	=	LEFT
MB	=	MAP BOOK
M/R/W	=	MAINTAINED RIGHT-OF-WAY
NGS	=	NATIONAL GEODETIC SURVEY
P.B.	=	PLAT BOOK
PG.	=	PAGE
P.I.	=	POINT OF INTERSECTION
P.O.L.	=	POINT ON LINE
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
R	=	RIGHT
R/W	=	RIGHT-OF-WAY
SEC.	=	SECTION
SIRC	=	SET IRON ROD AND CAP
SMND	=	SET MAG NAIL AND DISK
STA	=	STATION
TRAV.	=	TRAVERSE

ASPHALT

● = IRON ROD AND CAP

◉ = MAG NAIL AND DISC

M/R/W

EXISTING R/W & M/R/W

BRYAN C. ZELENENKI License Number 7140 STATE OF FLORIDA Professional Surveyor and Mapper

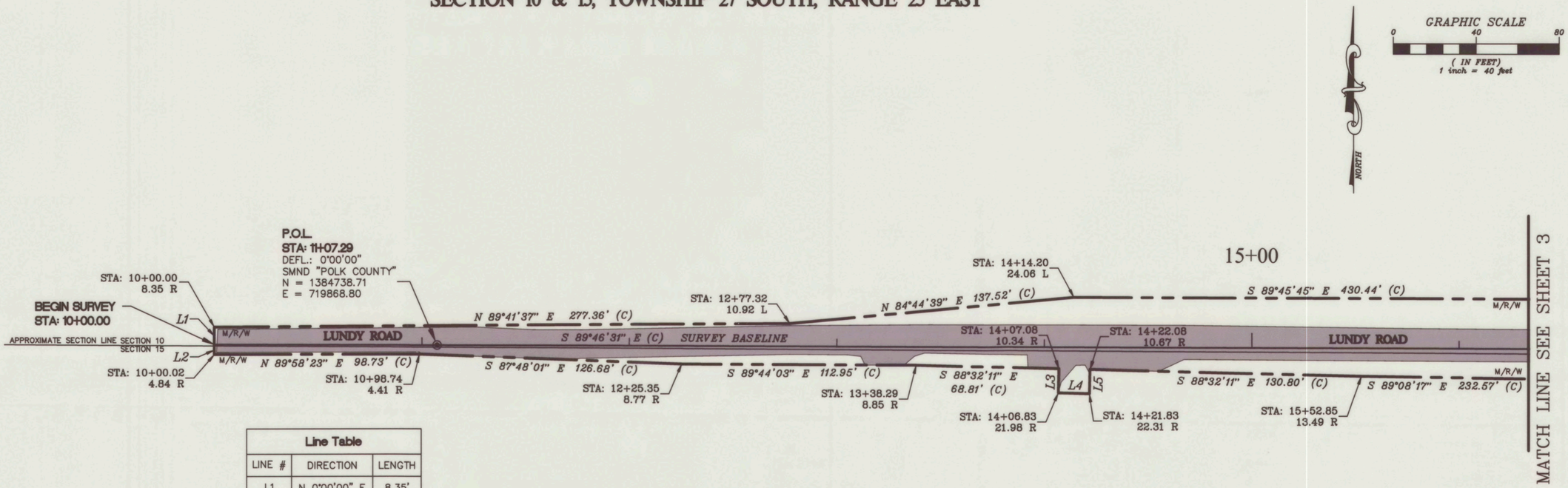
11-4-2025
DATE

BRYAN C. ZELENENKI, P.S.M.
Florida Registration #7140
Polk County Surveying & Mapping Section

This maintained right-of-way map was prepared and reviewed under my supervision.

POLK COUNTY SURVEYING AND MAPPING 3000 SHEFFIELD ROAD, WINTER HAVEN, FL. 33880 PH. 863-535-2200							
Polk County Maintained Right-of-Way Map of:	LUNDY ROAD				Drawn By:	MSK	9/30/25
Township 27 S., Range 25 E.	Maintenance Unit:	3	Field Book No.	JLM-5	Checked By:	RMB	10/15/25
Sections 10 & 15	County Road Number:	751502			Field Work Date:		9/25/25

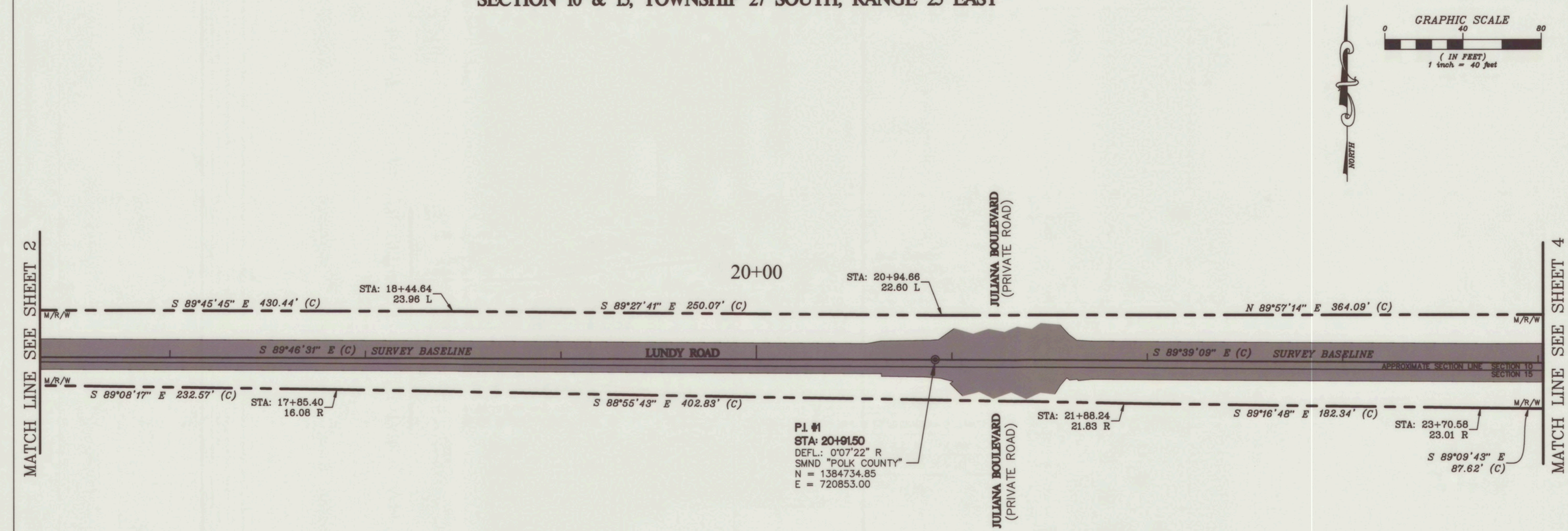
SECTION 10 & 15, TOWNSHIP 27 SOUTH, RANGE 25 EAST



Line Table		
LINE #	DIRECTION	LENGTH
L1	N 0°00'00" E	8.35'
L2	S 0°00'00" E	4.84'
L3	S 1°27'49" W	11.64'
L4	S 88°32'11" E	15.00'
L5	N 1°27'49" E	11.64'

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 10 & 15, TOWNSHIP 27 SOUTH, RANGE 25 EAST

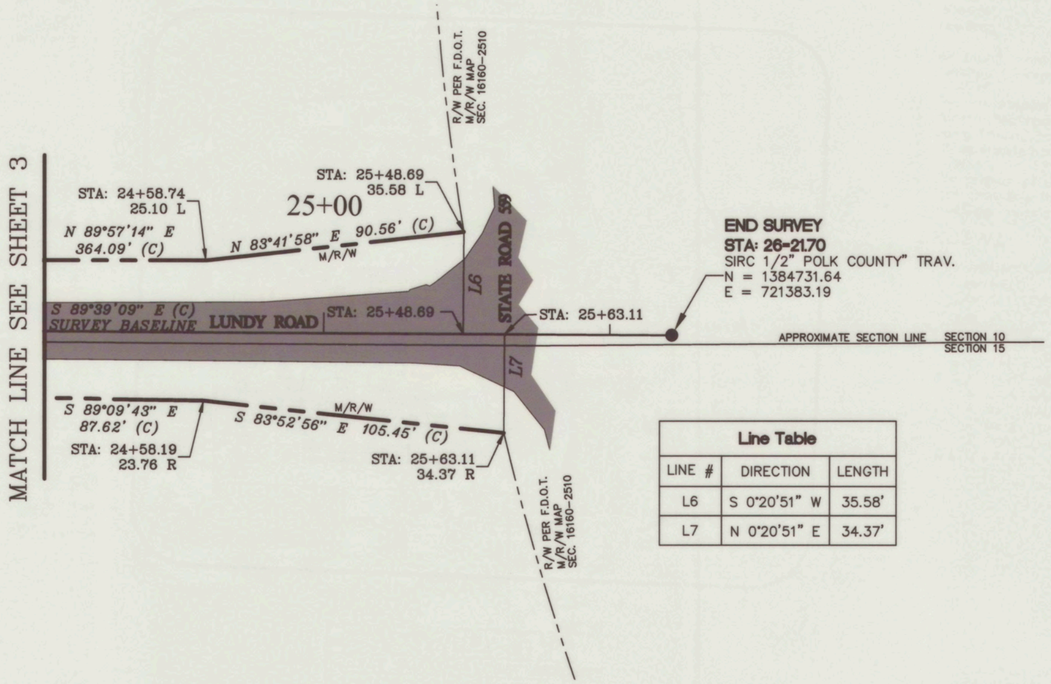


SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 10 & 15 TOWNSHIP 27 SOUTH, RANGE 25 EAST

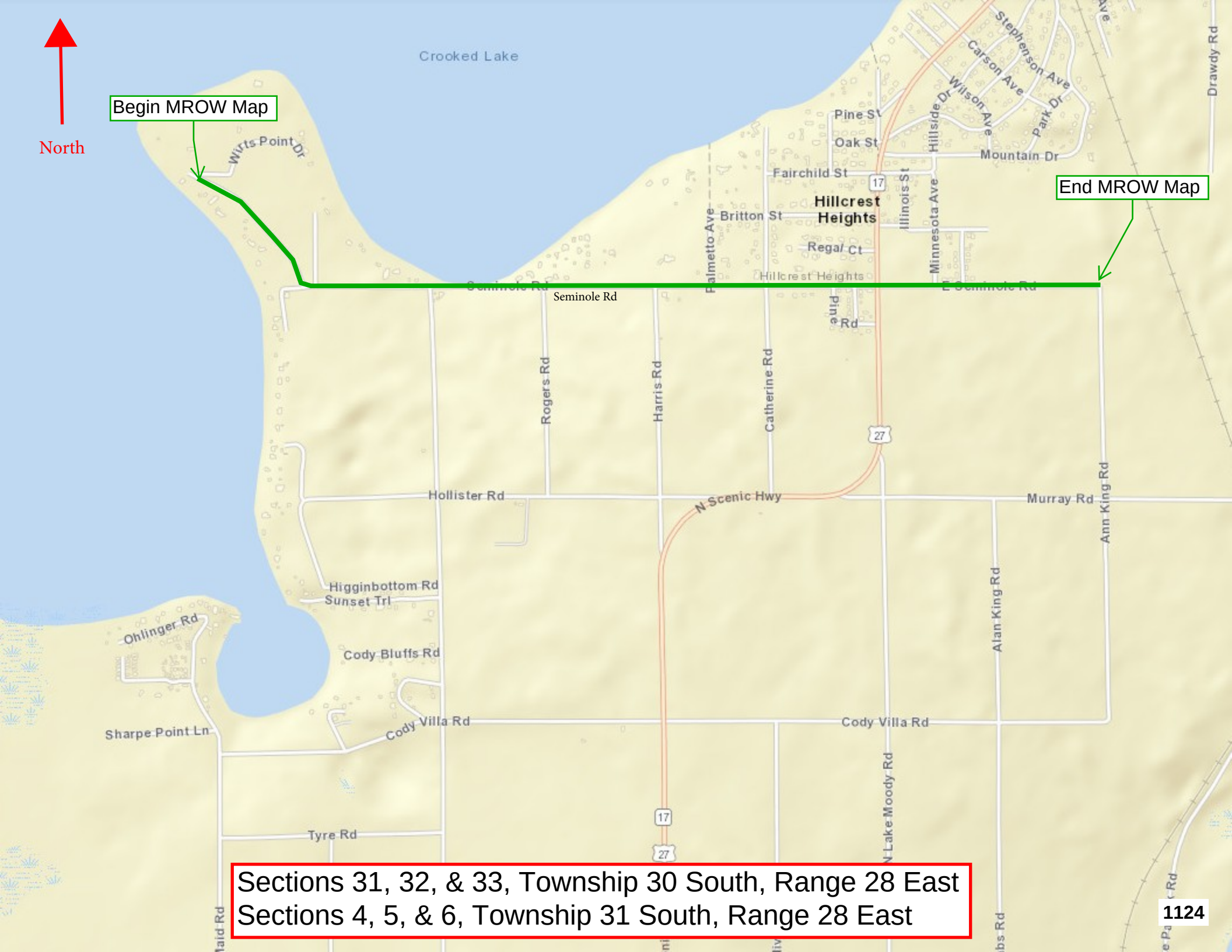
GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 feet

NORTH



Line Table		
LINE #	DIRECTION	LENGTH
L6	S 0°20'51" W	35.58'
L7	N 0°20'51" E	34.37'

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND


North
Begin MROW Map
End MROW Map
Crooked Lake
Wirts Point Dr
Seminole Rd
Pine St
Oak St
Mountain Dr
Fairchild St
Hillcrest Heights
Britton St
Regal Ct
Hillcrest Heights
Palmetto Ave
Illinois St
Minnesota Ave
Hillside Dr
Wilson Ave
Carson Ave
Stephenson Ave
Park Dr
Drawdy Rd
Rogers Rd
Harris Rd
Catherine Rd
Hollister Rd
N Scenic Hwy
Murray Rd
Ann King Rd
Alan King Rd
Higginbottom Rd
Sunset Trl
Ohlinger Rd
Cody Bluffs Rd
Sharpe Point Ln
Cody Villa Rd
Cody Villa Rd
N Lake Moody Rd
Tyre Rd
17
27
Sections 31, 32, & 33, Township 30 South, Range 28 East
Sections 4, 5, & 6, Township 31 South, Range 28 East
1124

POLK COUNTY ROADS AND DRAINAGE DIVISION / SURVEYING AND MAPPING SECTION

MAINTAINED RIGHT-OF-WAY MAP FOR SEMINOLE ROAD POLK COUNTY, FLORIDA

CERTIFICATE

I hereby certify that the maintained right-of-way as shown on this map has been:

_____Maintained or repaired for four or more years by Polk County maintenance forces, _____ road having been constructed by Polk County; or

_____Maintained or repaired for seven or more years by Polk County maintenance forces.

Area Maintenance Manager _____
(Print)

Area Maintenance Manager _____
(Signature)

It is certified that the lands depicted upon this map lying between the lines marked "maintained right-of-way" are vested in Polk County, Florida, pursuant to the provisions of Section 95.361, Florida Statutes, by virtue of said road having been constructed and/or maintained by Polk County as required by Section 95.361.

Chairman: _____

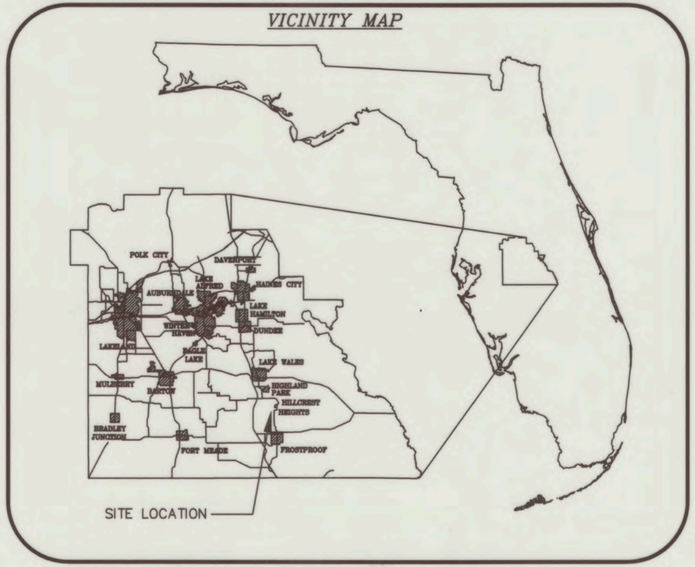
Clerk: _____

Approved for Recording: _____ _____
Real Estate Service Director Date

Filed for record in the office of the Clerk of the Circuit Court for the County of Polk, State of Florida, in Map Book _____ Page(s) _____ on the _____ day of _____, 20_____.

_____
Clerk of Circuit Court
Polk County, Florida

VICINITY MAP



INDEX

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2-17	M/R/W DETAIL

SURVEY NOTES:

1. All surveyed and calculated bearings, distances, stationing and coordinates shown hereon are grid values referenced to the State Plane Coordinate System, Florida West Zone North American Datum of 1983, adjustment of 2011.
2. This maintained right-of-way map is an update of a previously recorded map filed in Map Book 7, Pages 328-334, Public Records of Polk County, Florida. This map supplements the previous map, and shows all relevant information from said map, as well as updated right-of-way information.
3. All parcel lines and section lines shown hereon are for illustrative purposes only.
4. All found monumentation shown hereon are for information purposes only, additional survey work may be required to determine actual section corners, subdivision corners, or parcel corners.
5. The maintained right-of-way lines shown on this map were field located according to mow lines, constructed roads, edge of dirt roads being graded, or areas being maintained with existing boundaries as being fences, power pole lines, or any obstacle establishing a maintenance boundary. These boundaries are all determined by the unit maintenance supervisor.
6. The original of this map was plotted on mylar and contains original signatures. Attention is directed to the fact that this map may have been altered in size by reproduction if acquired from any other source. This must be considered when obtaining scaled data.

LEGEND:

(C)	= CALCULATED	R	= RIGHT
CO.	= COUNTY	TRAV.	= TRAVERSE
D.B.	= DEED BOOK	SIRC	= SET IRON ROD AND CAP
(F)	= FIELD	SMND	= SET MAG NAIL AND DISK
FIR	= FOUND IRON ROD	STA	= STATION
FND.	= FOUND		
L	= LEFT	●	= IRON ROD
MB	= MAP BOOK	◉	= NAIL
M/R/W	= MAINTAINED RIGHT-OF-WAY	△	= RAILROAD SPIKE
NGS	= NATIONAL GEODETIC SURVEY	———	EXISTING M/R/W
(P)	= PLAT	———	M/R/W
P.B.	= PLAT BOOK		
PG(S).	= PAGE(S)		
P.I.	= POINT OF INTERSECTION		
P.O.L.	= POINT ON LINE		
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER		

ASPHALT

DIRT ROAD

11-4-2025
Date

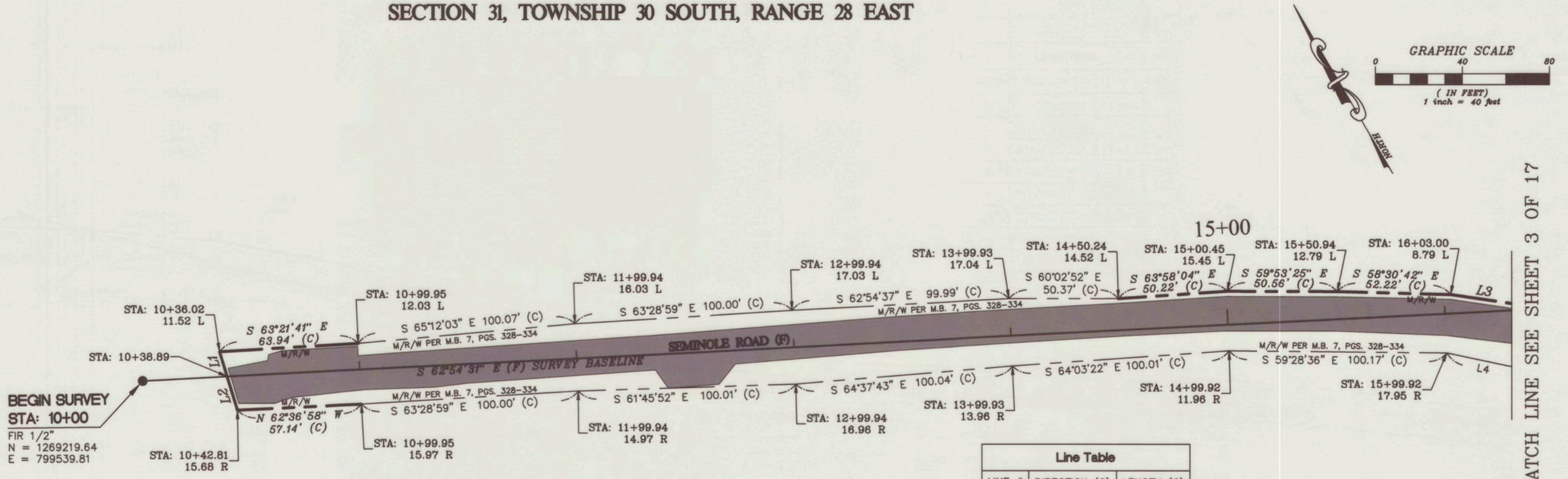
BRYAN C. ZELENENKI License Number 7140 STATE OF FLORIDA Professional Surveyor and Mapper

BRYAN C. ZELENENKI, P.S.M.
Florida Registration #7140
Polk County Surveying & Mapping Section

THIS MAINTAINED RIGHT-OF-WAY MAP WAS REVIEWED UNDER MY SUPERVISION

POLK COUNTY SURVEYING AND MAPPING 3000 SHEFFIELD ROAD, WINTER HAVEN, FL. 33880 PH. 863-535-2200						
Polk County Maintained Right-of-Way Map of:	SEMINOLE ROAD			Field By:	JM	8/04/17
Township 30&31 S., Range 28 E.	Maintenance Unit:	6	Field Book No. 08-10	Drawn By:	RWY	8/04/20
Sections 4,5,6,31,32,&33	County Road Number:	083102		Checked By:	BCZ	7/25/25

SECTION 31, TOWNSHIP 30 SOUTH, RANGE 28 EAST

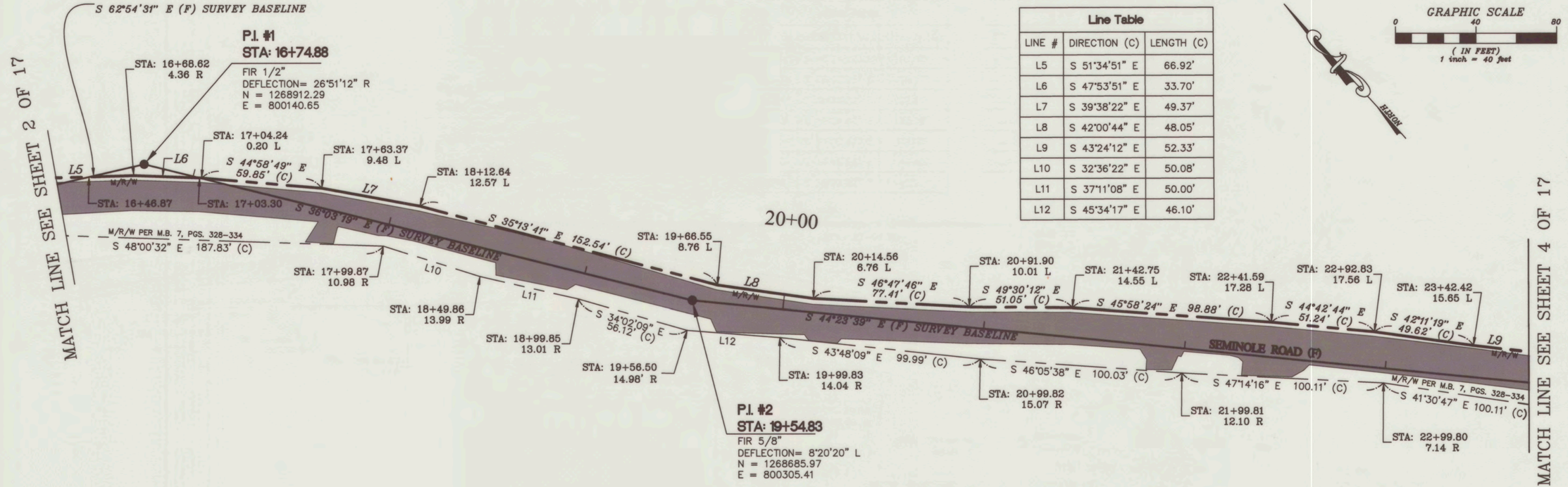


Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L1	N 13°03'47" E	11.88'
L2	N 13°03'47" E	16.16'
L3	S 51°34'51" E	66.92'
L4	S 48°00'32" E	187.83'

MATCH LINE SEE SHEET 3 OF 17

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 31, TOWNSHIP 30 SOUTH, RANGE 28 EAST



Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L5	S 51°34'51" E	66.92'
L6	S 47°53'51" E	33.70'
L7	S 39°38'22" E	49.37'
L8	S 42°00'44" E	48.05'
L9	S 43°24'12" E	52.33'
L10	S 32°36'22" E	50.08'
L11	S 37°11'08" E	50.00'
L12	S 45°34'17" E	46.10'

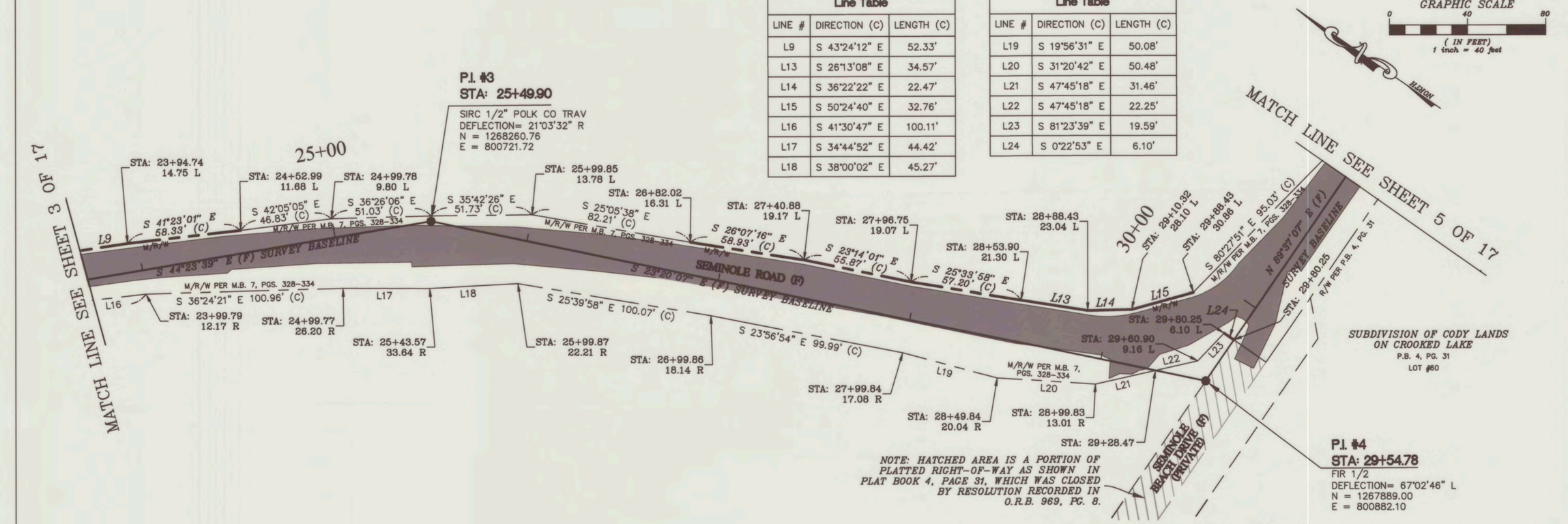
SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 31, TOWNSHIP 30 SOUTH, RANGE 28 EAST

Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L9	S 43°24'12" E	52.33'
L13	S 26°13'08" E	34.57'
L14	S 36°22'22" E	22.47'
L15	S 50°24'40" E	32.76'
L16	S 41°30'47" E	100.11'
L17	S 34°44'52" E	44.42'
L18	S 38°00'02" E	45.27'

Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L19	S 19°56'31" E	50.08'
L20	S 31°20'42" E	50.48'
L21	S 47°45'18" E	31.46'
L22	S 47°45'18" E	22.25'
L23	S 81°23'39" E	19.59'
L24	S 0°22'53" E	6.10'

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 feet

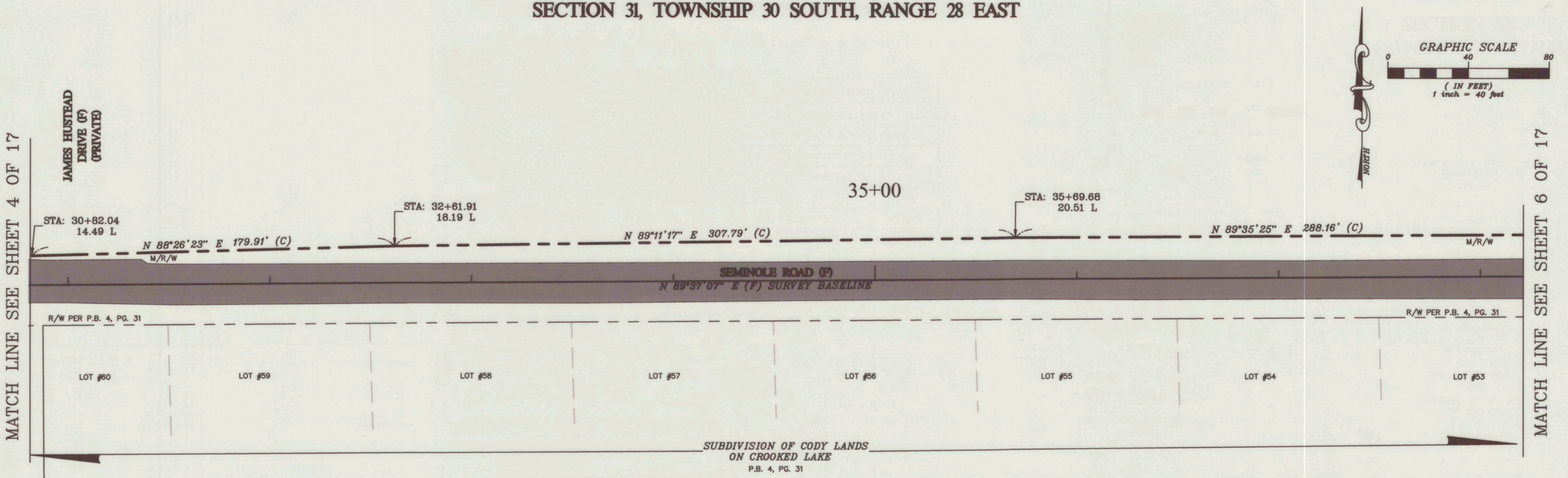


NOTE: HATCHED AREA IS A PORTION OF PLATTED RIGHT-OF-WAY AS SHOWN IN PLAT BOOK 4, PAGE 31, WHICH WAS CLOSED BY RESOLUTION RECORDED IN O.R.B. 969, PG. 8.

SECTION 06, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 31, TOWNSHIP 30 SOUTH, RANGE 28 EAST



SECTION 06, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 31, TOWNSHIP 30 SOUTH, RANGE 28 EAST

SECTION 32, TOWNSHIP 30 SOUTH, RANGE 28 EAST

Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L25	N 89°35'25" E	288.16'
L26	S 68°34'24" E	27.50'
L27	S 88°26'28" E	30.53'
L28	S 0°40'23" E	16.29'
L29	S 0°19'58" E	12.84'

NORTH

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 feet

MATCH LINE SEE SHEET 5 OF 17

MATCH LINE SEE SHEET 7 OF 17

STA: 38+57.85
20.65 L

STA: 38+83.38
10.43 L

STA: 39+13.90
9.40 L

40+00

STA: 39+99.73
14.89 L

STA: 40+99.72
16.90 L

STA: 41+99.71
16.70 L

STA: 42+99.70
17.00 L

STA: 43+99.69
16.30 L

STA: 44+99.24
16.29 L

45+00

L25 M/R/W

L26

L27 M/R/W

N 85°57'22" E 86.01' (C)
M/R/W PER M.B. 7, PGS. 328-334

N 88°28'20" E 100.01' (C)

N 89°43'58" E 99.99' (C)

N 89°26'46" E 99.99' (C)

S 89°58'51" E 99.99' (C)

N 89°38'04" E 99.56' (C)
M/R/W PER M.B. 7, PGS. 328-334

SEMINOLE ROAD (F)
N 89°37'07" E (F) SURVEY BASELINE

R/W PER P.B. 4, PG. 31

R/W PER P.B. 4, PG. 31

APPROXIMATE SECTION LINE

GRACE B. CODYS SUBDIVISION
P.B. 2, PG. 109

R/W PER P.B. 2, PG. 109

STA: 44+99.34
STA: 45+08.48

L28

L29

M/R/W PER M.B. 7, PGS. 328-334

S 89°59'20" E
91.11' (C)

STA: 45+08.48
12.84 R

N 89°40'02" E (F)
SURVEY BASELINE

P.I. #5
STA: 44+79.34
FIR 1/2"
DEFLECTION= 0°02'55" R
N = 1267899.15
E = 802406.62

LOT #52

LOT #51

LOT #50

LOT #49

SUBDIVISION OF CODY LANDS ON CROOKED LAKE
P.B. 4, PG. 31

M/R/W PER M.B. 3, PGS. 157-158

WISS MANN ROAD (F)

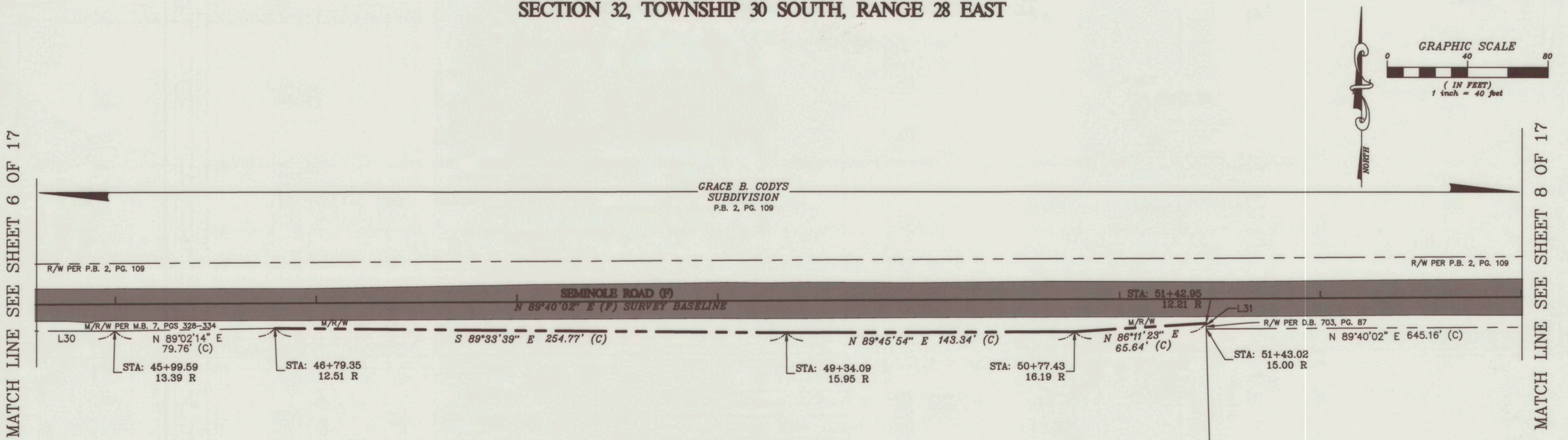
M/R/W PER M.B. 3, PGS. 157-158

SECTION 06, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 32, TOWNSHIP 30 SOUTH, RANGE 28 EAST

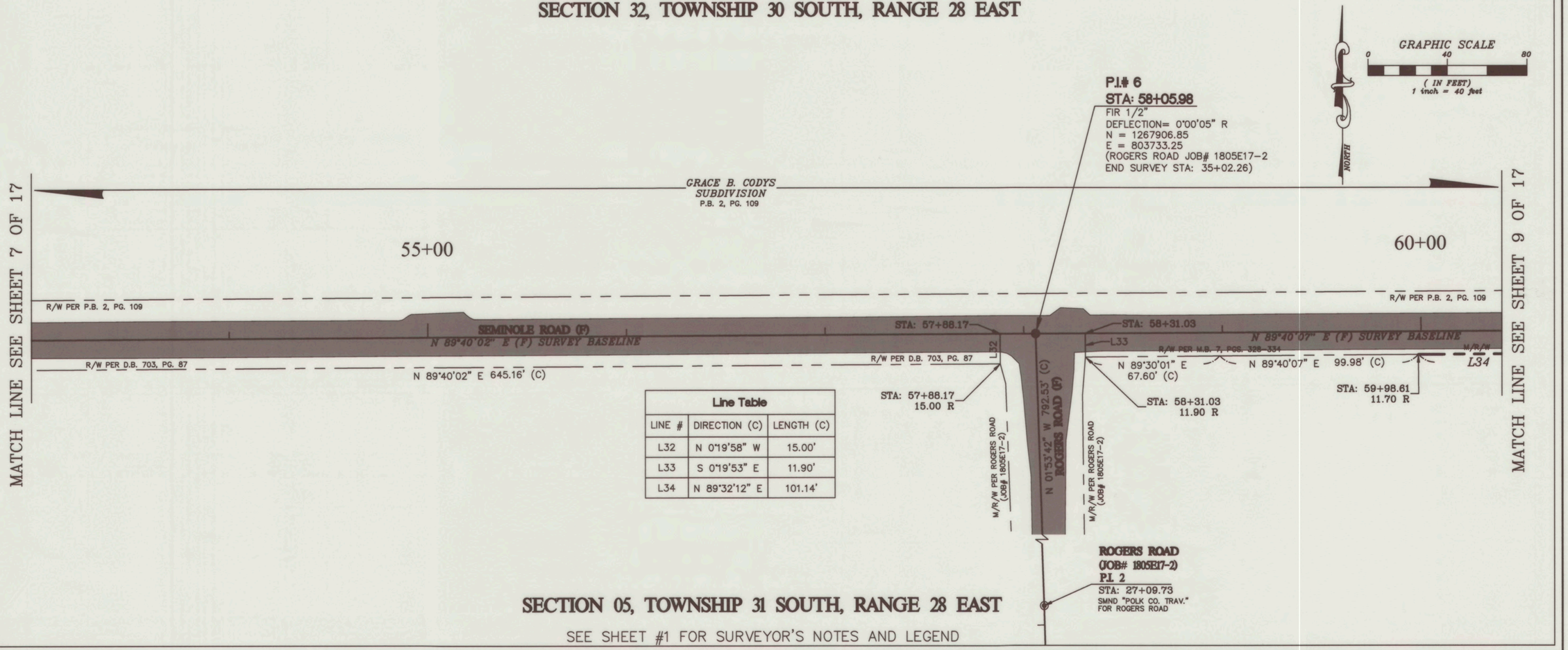


Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L30	S 89°59'20" E	91.11'
L31	S 1°41'50" E	2.79'

SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 32, TOWNSHIP 30 SOUTH, RANGE 28 EAST



Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L32	N 0°19'58" W	15.00'
L33	S 0°19'53" E	11.90'
L34	N 89°32'12" E	101.14'

SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

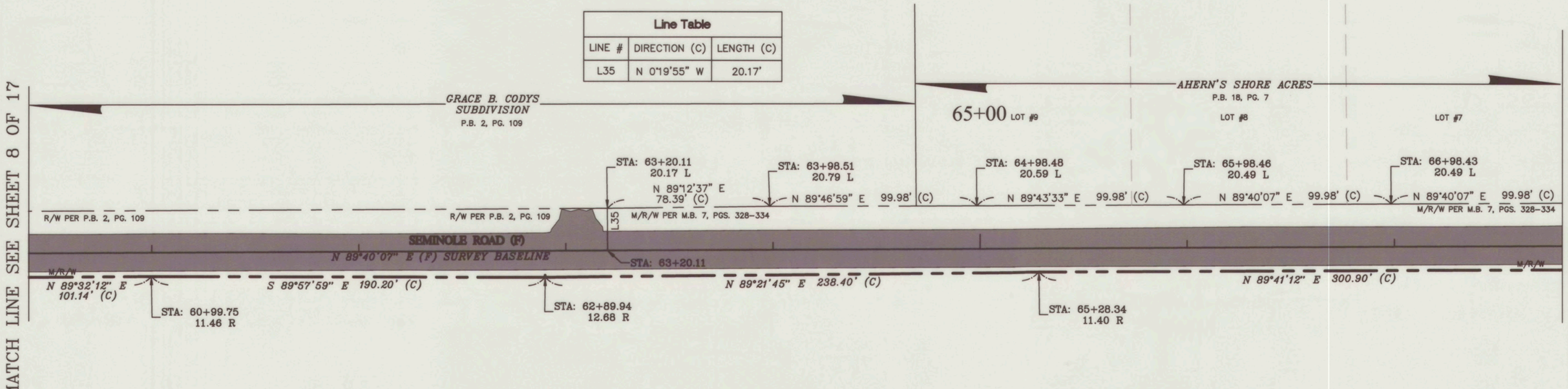
SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 32, TOWNSHIP 30 SOUTH, RANGE 28 EAST

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 feet

NORTH

Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L35	N 0°19'55" W	20.17'



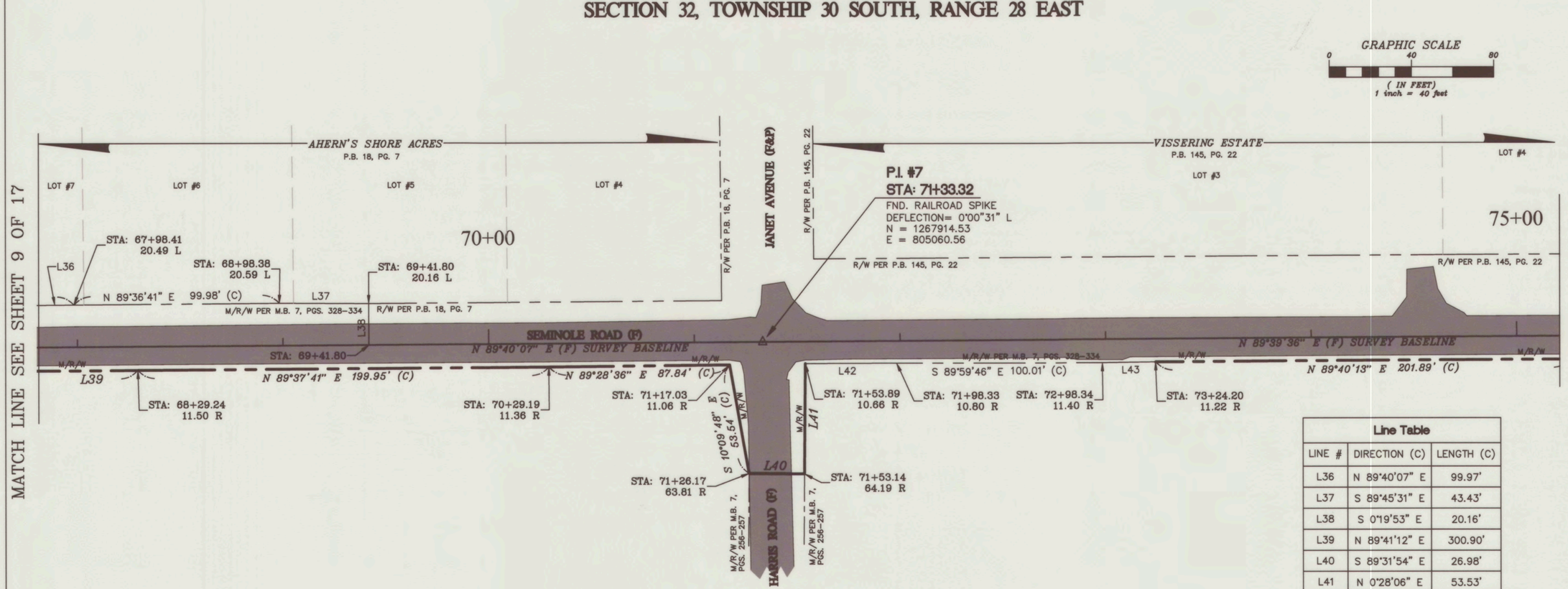
MATCH LINE SEE SHEET 8 OF 17

MATCH LINE SEE SHEET 10 OF 17

SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 32, TOWNSHIP 30 SOUTH, RANGE 28 EAST

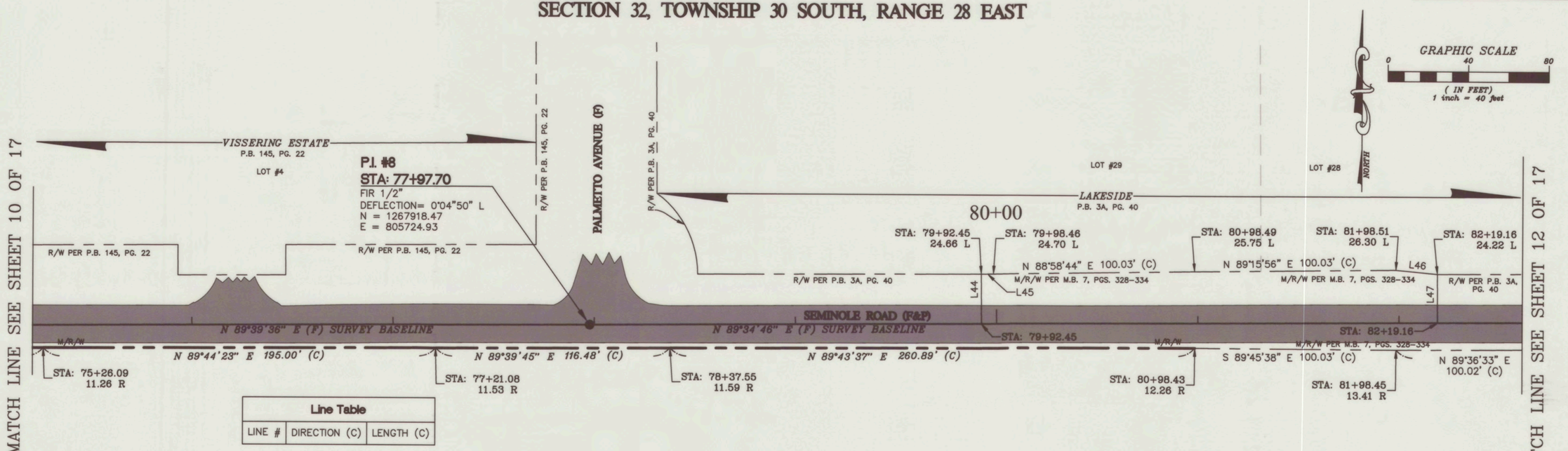


Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L36	N 89°40'07" E	99.97'
L37	S 89°45'31" E	43.43'
L38	S 0°19'53" E	20.16'
L39	N 89°41'12" E	300.90'
L40	S 89°31'54" E	26.98'
L41	N 0°28'06" E	53.53'
L42	N 89°50'13" E	44.43'
L43	N 89°15'33" E	25.86'

SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 32, TOWNSHIP 30 SOUTH, RANGE 28 EAST



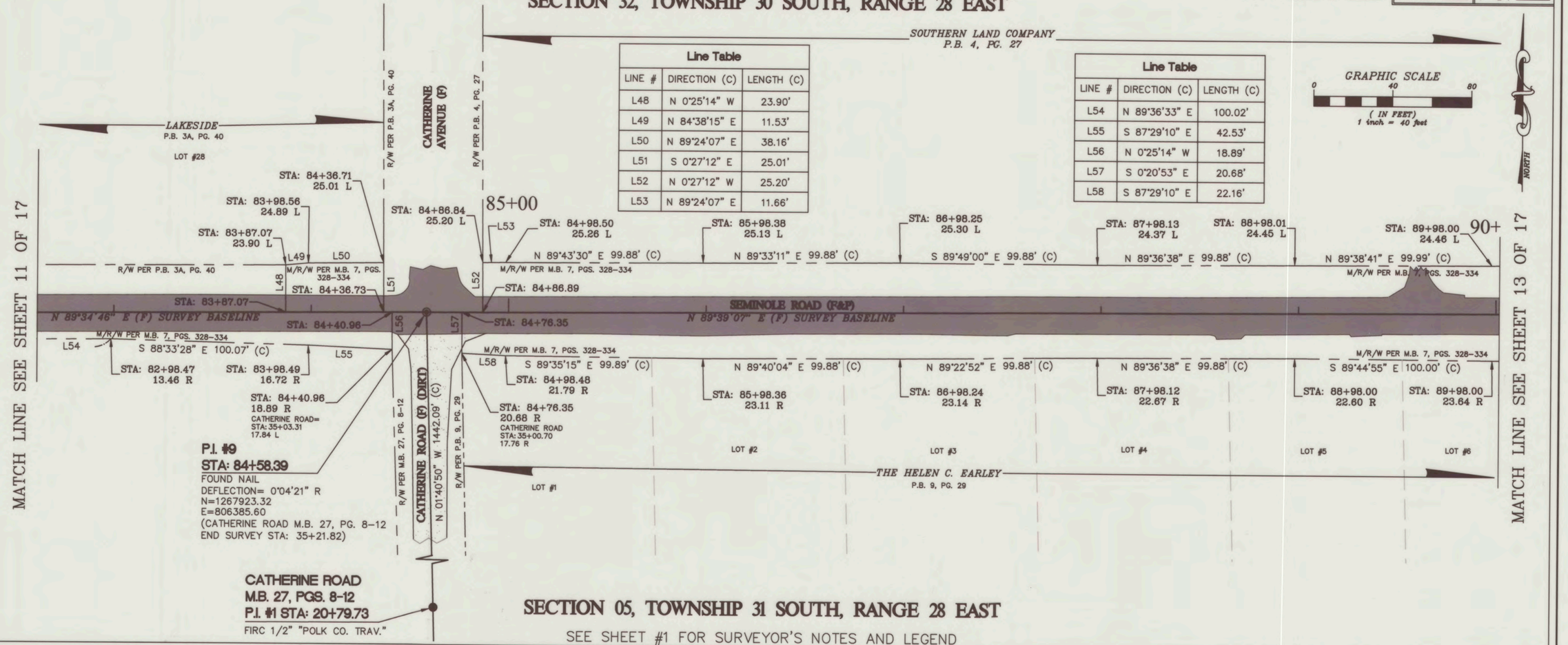
Line Table

LINE #	DIRECTION (C)	LENGTH (C)

SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 32, TOWNSHIP 30 SOUTH, RANGE 28 EAST



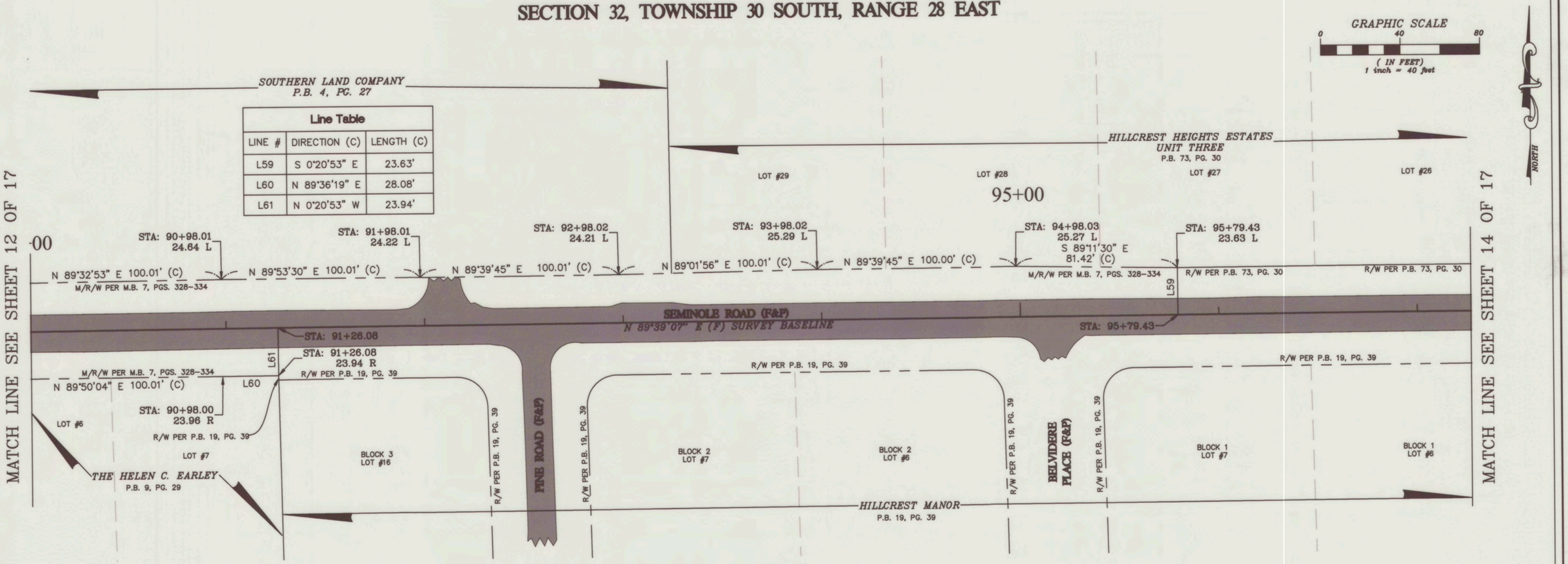
Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L48	N 0°25'14" W	23.90'
L49	N 84°38'15" E	11.53'
L50	N 89°24'07" E	38.16'
L51	S 0°27'12" E	25.01'
L52	N 0°27'12" W	25.20'
L53	N 89°24'07" E	11.66'

Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L54	N 89°36'33" E	100.02'
L55	S 87°29'10" E	42.53'
L56	N 0°25'14" W	18.89'
L57	S 0°20'53" E	20.68'
L58	S 87°29'10" E	22.16'

SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 32, TOWNSHIP 30 SOUTH, RANGE 28 EAST

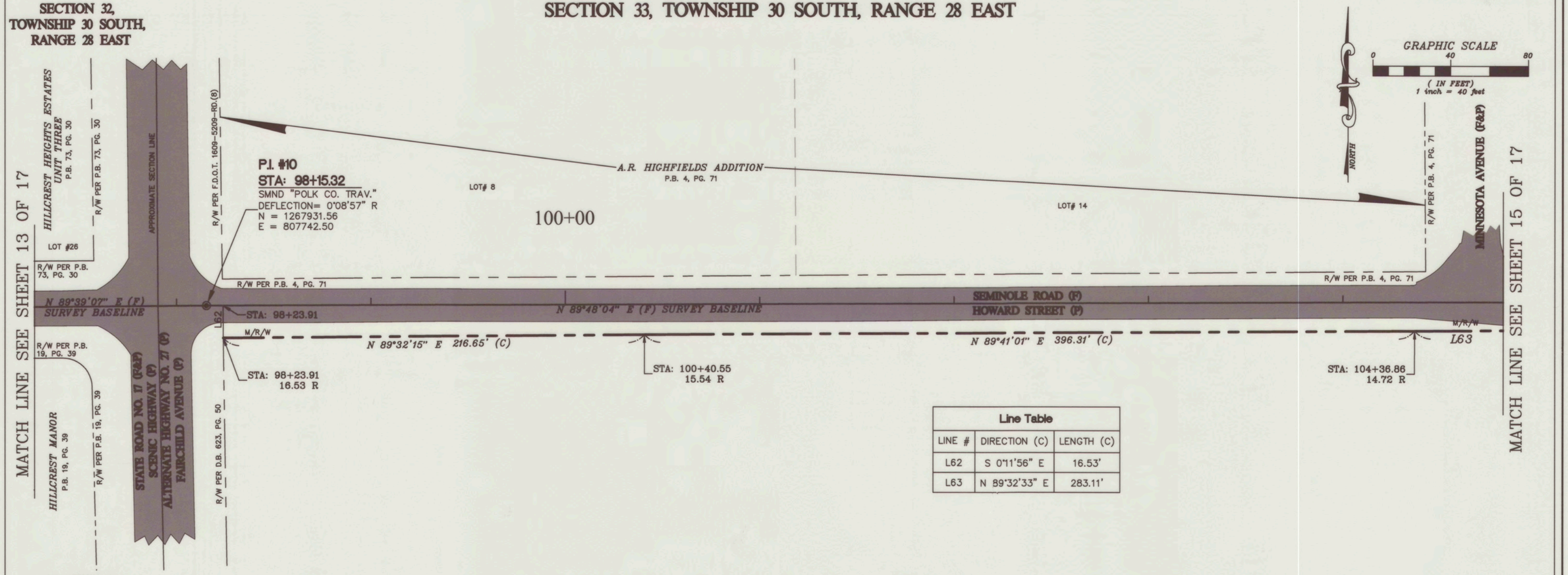


SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 33, TOWNSHIP 30 SOUTH, RANGE 28 EAST

SECTION 32, TOWNSHIP 30 SOUTH, RANGE 28 EAST



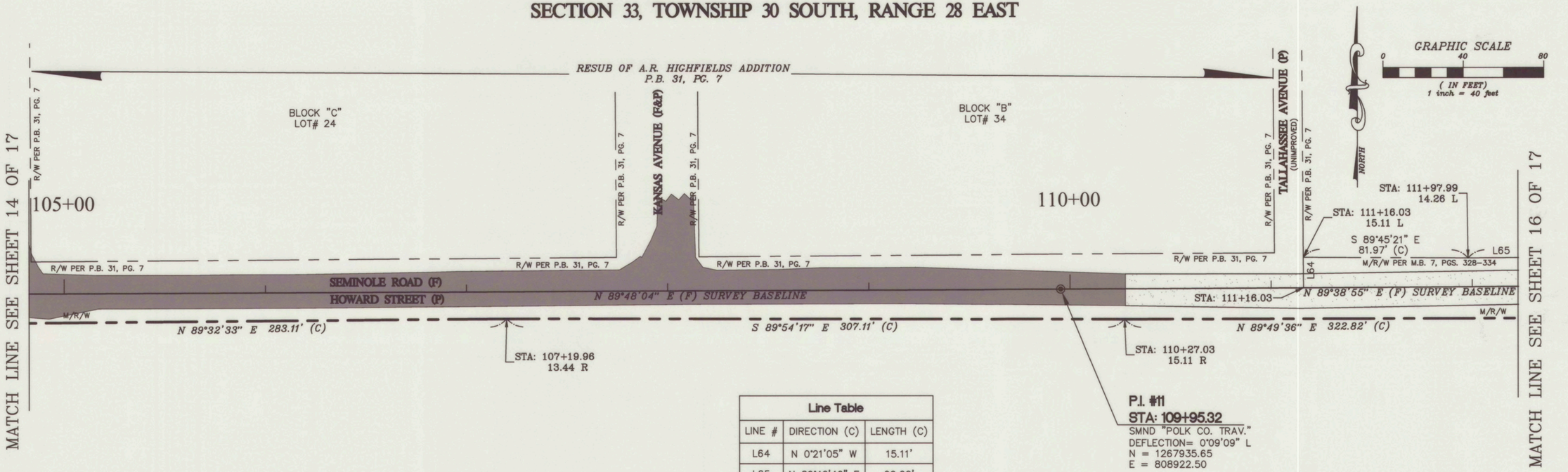
Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L62	S 0°11'56" E	16.53'
L63	N 89°32'33" E	283.11'

SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SECTION 04, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 33, TOWNSHIP 30 SOUTH, RANGE 28 EAST

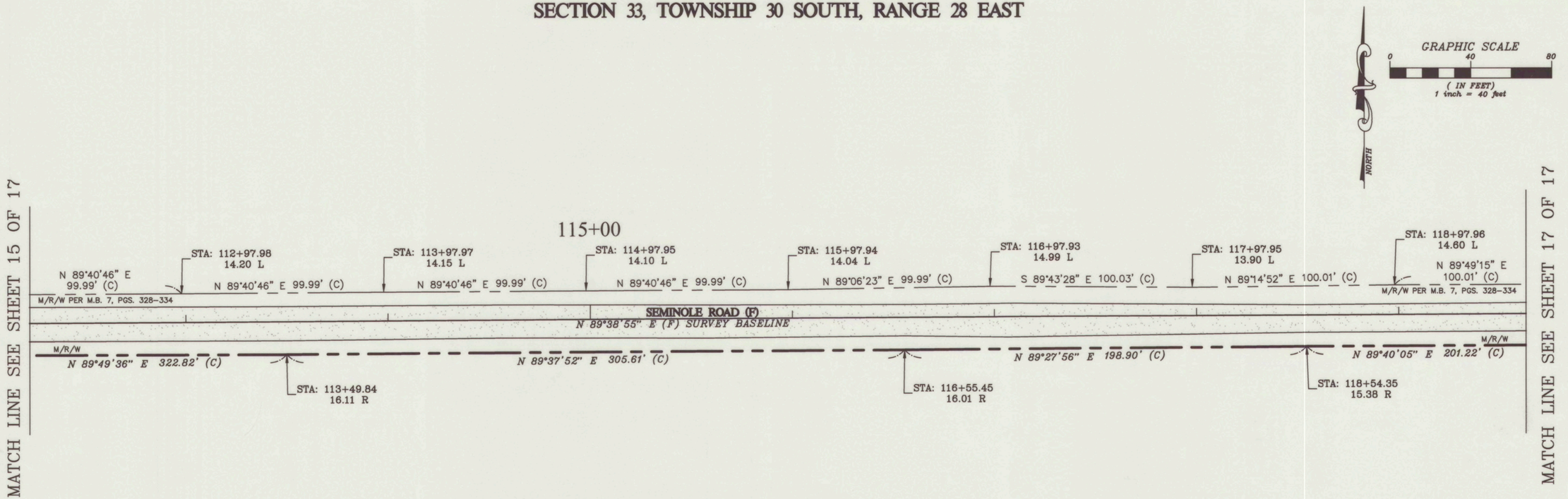


Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L64	N 0°21'05" W	15.11'
L65	N 89°40'46" E	99.99'

SECTION 04, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 33, TOWNSHIP 30 SOUTH, RANGE 28 EAST

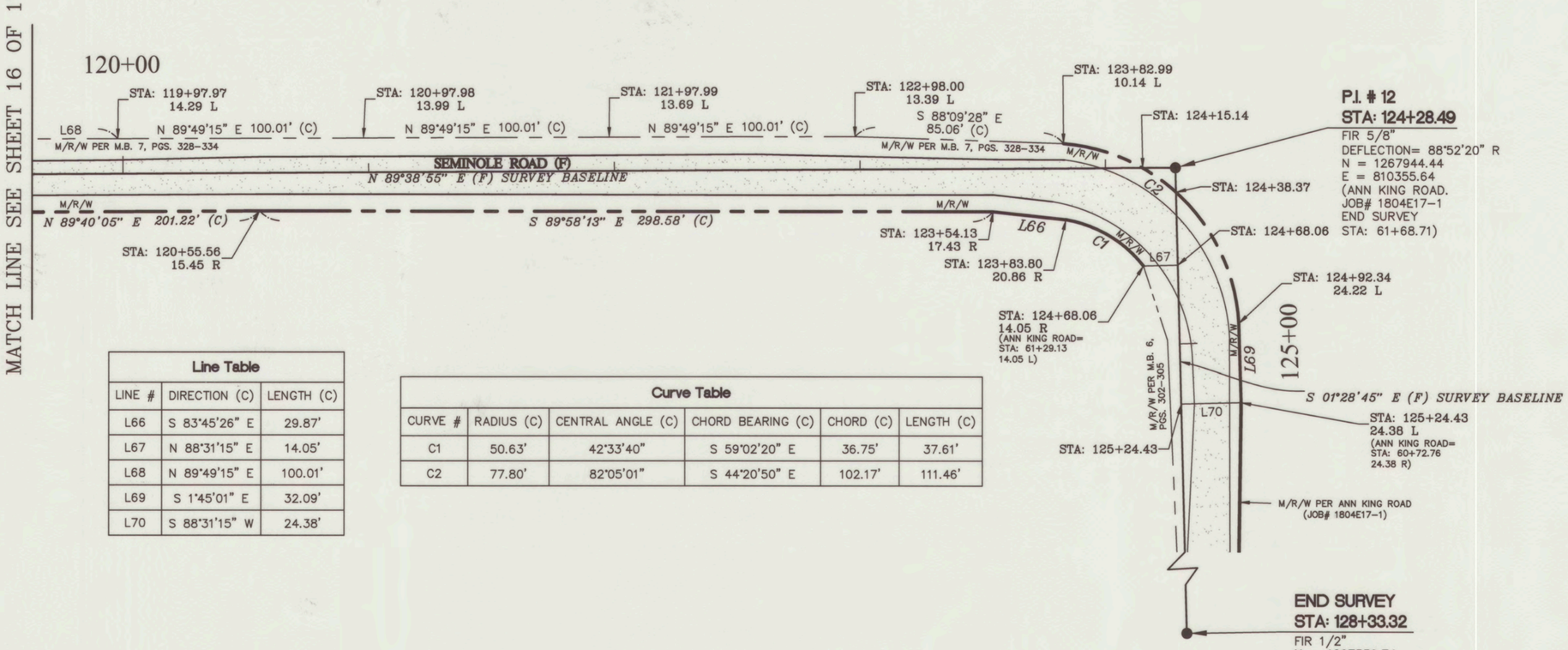


SECTION 04, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 33, TOWNSHIP 30 SOUTH, RANGE 28 EAST

MATCH LINE SEE SHEET 16 OF 17



Line Table

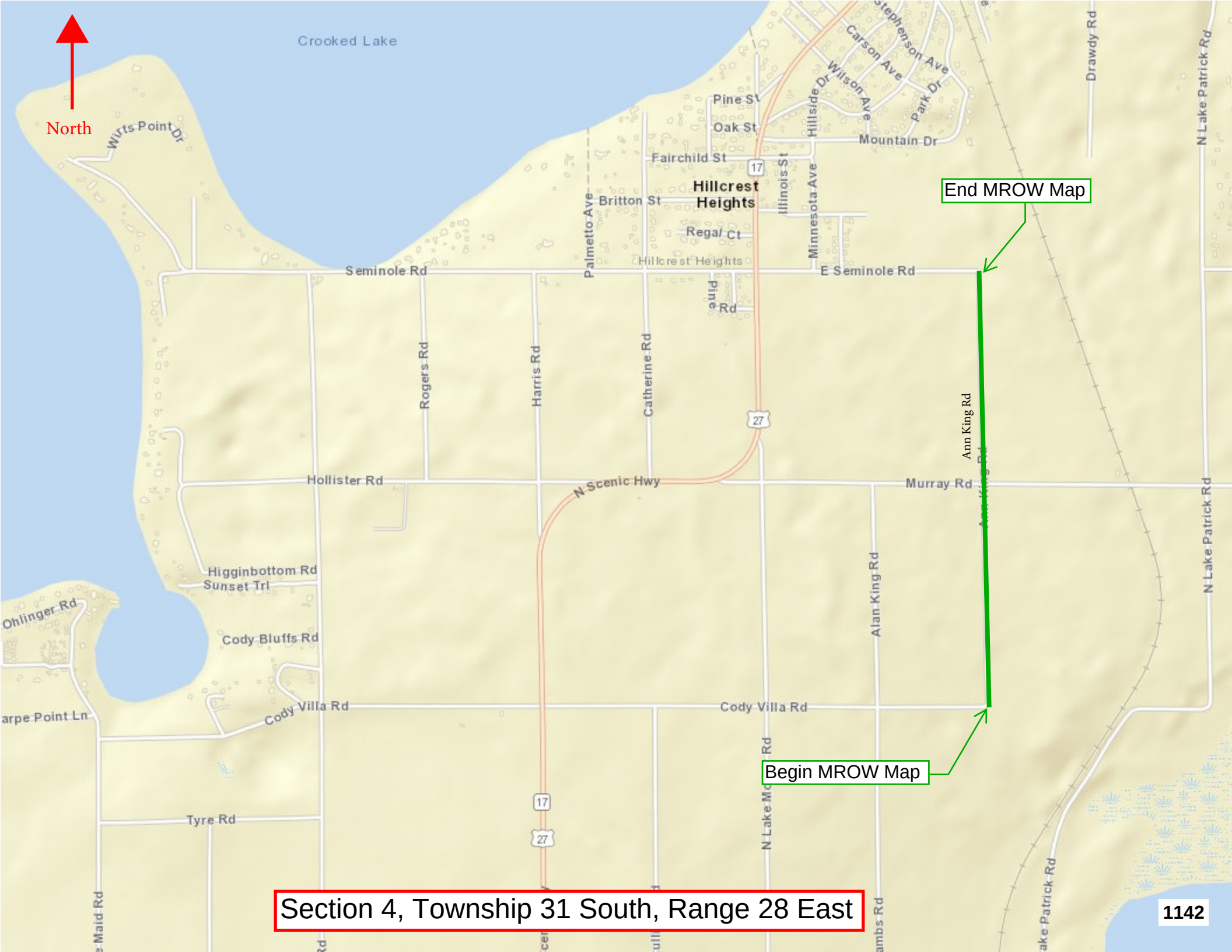
LINE #	DIRECTION (C)	LENGTH (C)
L66	S 83°45'26" E	29.87'
L67	N 88°31'15" E	14.05'
L68	N 89°49'15" E	100.01'
L69	S 1°45'01" E	32.09'
L70	S 88°31'15" W	24.38'

Curve Table

CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	50.63'	42°33'40"	S 59°02'20" E	36.75'	37.61'
C2	77.80'	82°05'01"	S 44°20'50" E	102.17'	111.46'

SECTION 04, TOWNSHIP 31 SOUTH, RANGE 28 EAST

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND


North
Crooked Lake
Wirts Point Dr
Pine St
Oak St
Mountain Dr
Fairchild St
Hillcrest Heights
Britton St
Regal Ct
Hillcrest Heights
Seminole Rd
E Seminole Rd
Palmetto Ave
Illinois St
Minnesota Ave
Hillside Dr
Wilson Ave
Carson Ave
Stephenson Ave
Park Dr
Drawdy Rd
N Lake Patrick Rd
Rogers Rd
Harris Rd
Catherine Rd
Ann King Rd
Alan King Rd
Hollister Rd
N Scenic Hwy
Murray Rd
Higginbottom Rd
Sunset Trl
Ohlinger Rd
Cody Bluffs Rd
Cody Villa Rd
Cody Villa Rd
Tyre Rd
N Lake Mc Rd
17
27
End MROW Map
Begin MROW Map
Section 4, Township 31 South, Range 28 East
1142

POLK COUNTY ROADS AND DRAINAGE DIVISION / SURVEYING AND MAPPING SECTION

MAINTAINED RIGHT-OF-WAY MAP FOR ANN KING ROAD POLK COUNTY, FLORIDA

CERTIFICATE

I hereby certify that the maintained right-of-way as shown on this map has been: _____Maintained or repaired for four or more years by Polk County maintenance forces, _____ road having been constructed by Polk County; or _____Maintained or repaired for seven or more years by Polk County maintenance forces.

Area Maintenance Manager _____
(Print)

Area Maintenance Manager _____
(Signature)

It is certified that the lands depicted upon this map lying between the lines marked "maintained right-of-way" are vested in Polk County, Florida, pursuant to the provisions of Section 95.361, Florida Statutes, by virtue of said road having been constructed and/or maintained by Polk County as required by Section 95.361.

Chairman: _____

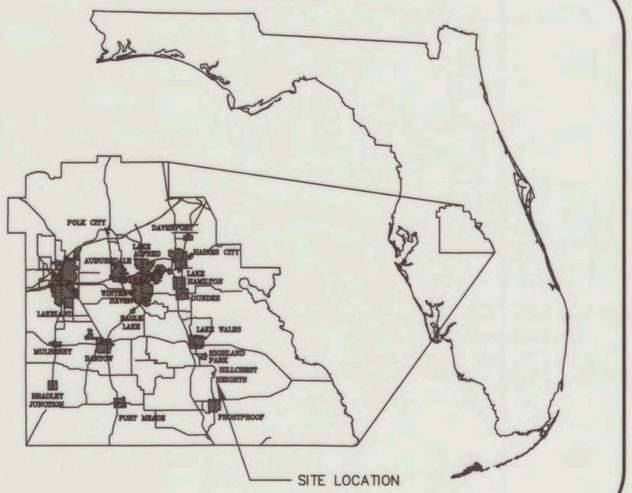
Clerk: _____

Approved for Recording: _____ _____
Real Estate Services Director Date

Filed for record in the office of the Clerk of the Circuit Court for the County of Polk, State of Florida, in Map Book _____ Page(s) _____ on the _____ day of _____, 20____.

_____
Clerk of Circuit Court
Polk County, Florida

VICINITY MAP



INDEX

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2-9	M/R/W DETAIL

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(F)	= FIELD	SEC.	= SECTION
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D.B.	= DEED BOOK	TWP	= TOWNSHIP
FIR	= FOUND IRON ROD		
MB	= MAP BOOK	◉	= CONCRETE MONUMENT
M/R/W	= MAINTAINED RIGHT-OF-WAY	●	= IRON ROD
NGS	= NATIONAL GEODETIC SURVEY	◬	= RAILROAD SPIKE
PG.(S)	= PAGE(S)		M/R/W
P.I.	= POINT OF INTERSECTION		EXISTING M/R/W
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER		
R/W	= RIGHT-OF-WAY		
R	= RIGHT		
STA	= STATION		

ASPHALT

DIRT

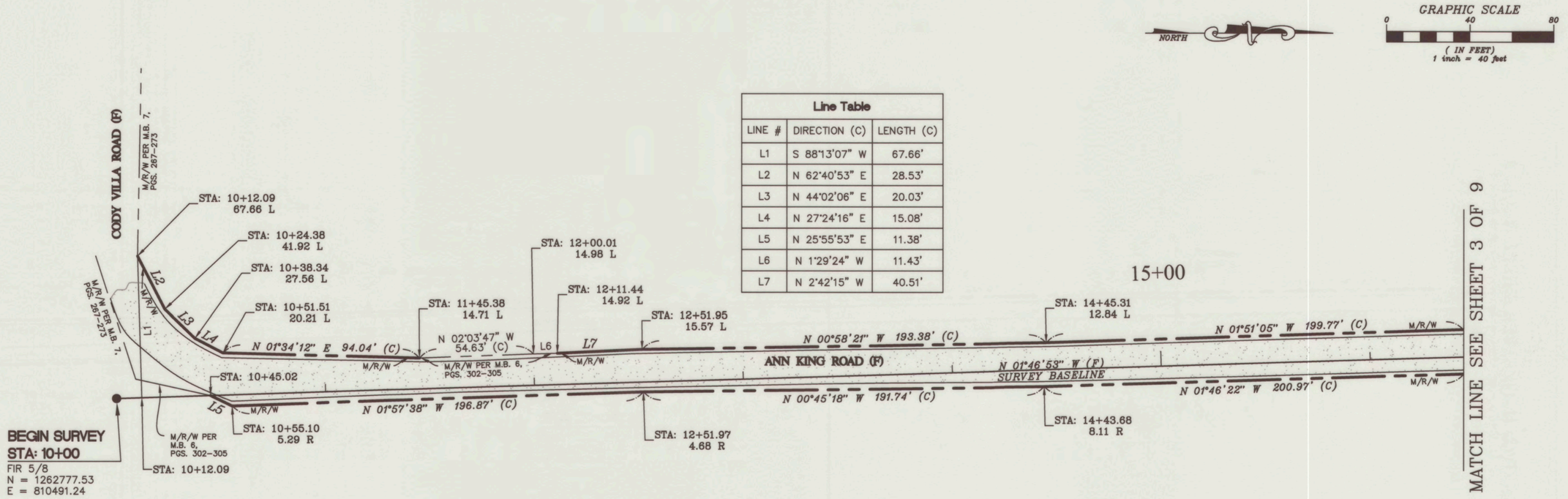
11/4/2025
Date

BRYAN C. ZELENENKI, P.S.M.
Florida Registration #7140
Polk County Surveying & Mapping Section

THIS MAINTAINED RIGHT-OF-WAY MAP WAS PREPARED AND REVIEWED UNDER MY SUPERVISION.

POLK COUNTY SURVEYING AND MAPPING 3000 SHEFFIELD ROAD, WINTER HAVEN, FL. 33880 PH. 863-535-2200						
Polk County Maintained Right-of-Way Map of:	ANN KING ROAD			Drawn By:	RWY	08/05/20
Township 31 S., Range 28 E.	Maintenance Unit:	6	Field Book No. 18-5	Checked By:	RMB	06/19/20
Section 4	County Road Number:	180401		Approved By:	BCZ	06/19/25

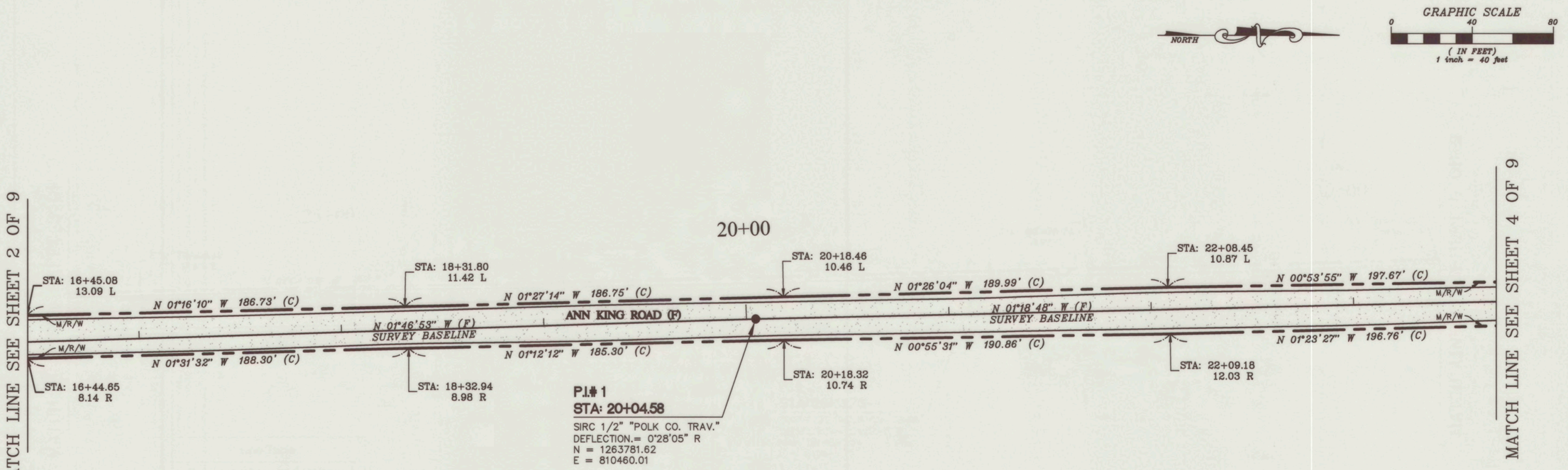
SECTION 04, TOWNSHIP 31 SOUTH, RANGE 28 EAST



Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L1	S 88°13'07" W	67.66'
L2	N 62°40'53" E	28.53'
L3	N 44°02'06" E	20.03'
L4	N 27°24'16" E	15.08'
L5	N 25°55'53" E	11.38'
L6	N 1°29'24" W	11.43'
L7	N 2°42'15" W	40.51'

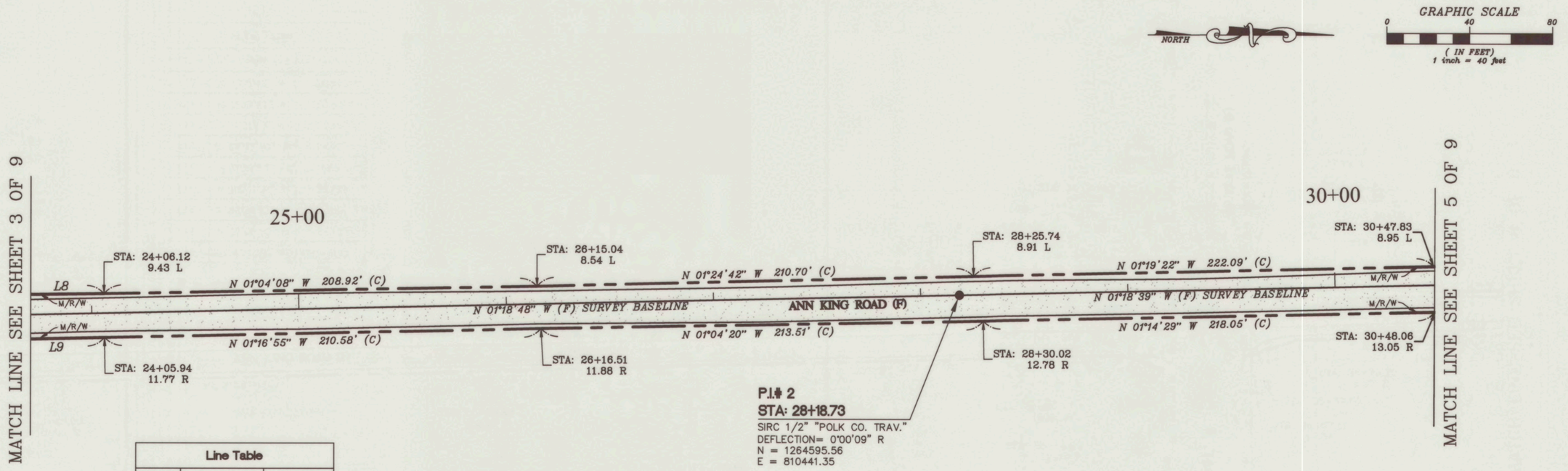
SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 04, TOWNSHIP 31 SOUTH, RANGE 28 EAST



SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 04, TOWNSHIP 31 SOUTH, RANGE 28 EAST

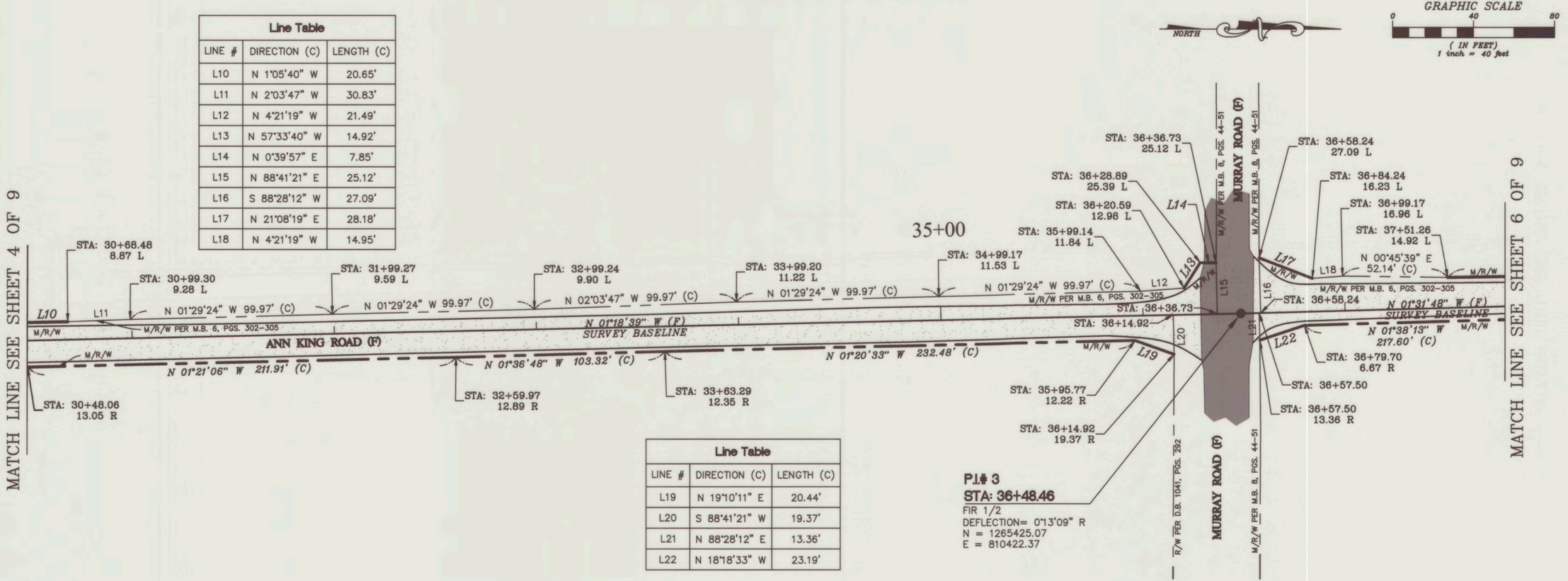


Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L8	N 0°53'55" W	197.67'
L9	N 1°23'27" W	196.76'

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 04, TOWNSHIP 31 SOUTH, RANGE 28 EAST

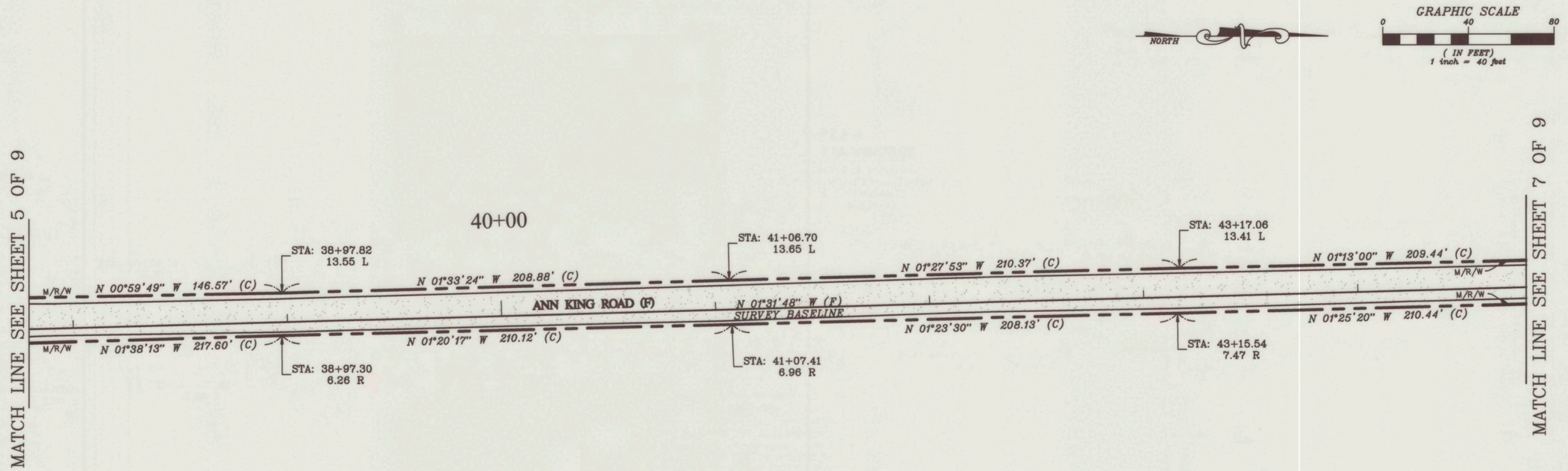
Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L10	N 1°05'40" W	20.65'
L11	N 2°03'47" W	30.83'
L12	N 4°21'19" W	21.49'
L13	N 57°33'40" W	14.92'
L14	N 0°39'57" E	7.85'
L15	N 88°41'21" E	25.12'
L16	S 88°28'12" W	27.09'
L17	N 21°08'19" E	28.18'
L18	N 4°21'19" W	14.95'



Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L19	N 19°10'11" E	20.44'
L20	S 88°41'21" W	19.37'
L21	N 88°28'12" E	13.36'
L22	N 18°18'33" W	23.19'

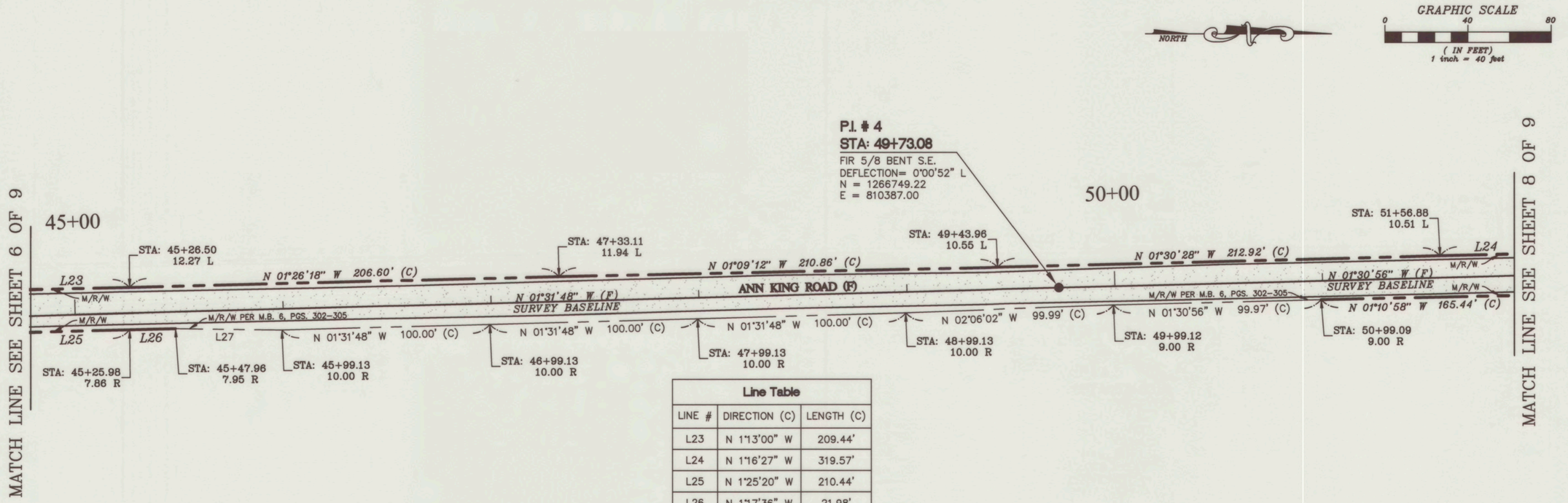
SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 04, TOWNSHIP 31 SOUTH, RANGE 28 EAST



SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

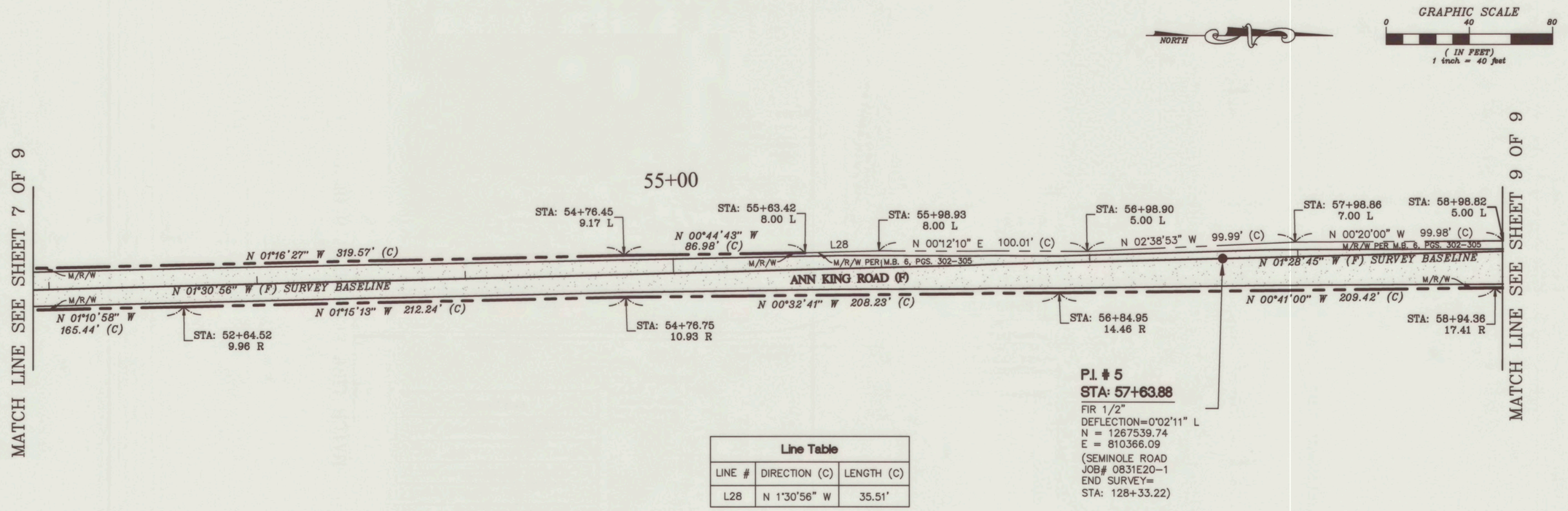
SECTION 04, TOWNSHIP 31 SOUTH, RANGE 28 EAST



Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L23	N 1°13'00" W	209.44'
L24	N 1°16'27" W	319.57'
L25	N 1°25'20" W	210.44'
L26	N 1°17'36" W	21.98'
L27	N 0°45'39" E	51.21'

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 04, TOWNSHIP 31 SOUTH, RANGE 28 EAST



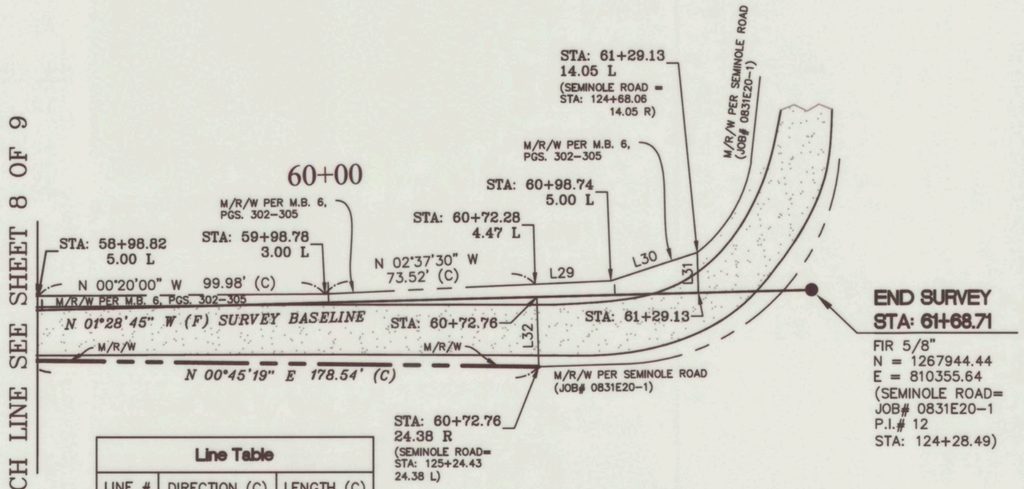
Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L28	N 1°30'56" W	35.51'

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 04, TOWNSHIP 31 SOUTH, RANGE 28 EAST

NORTH

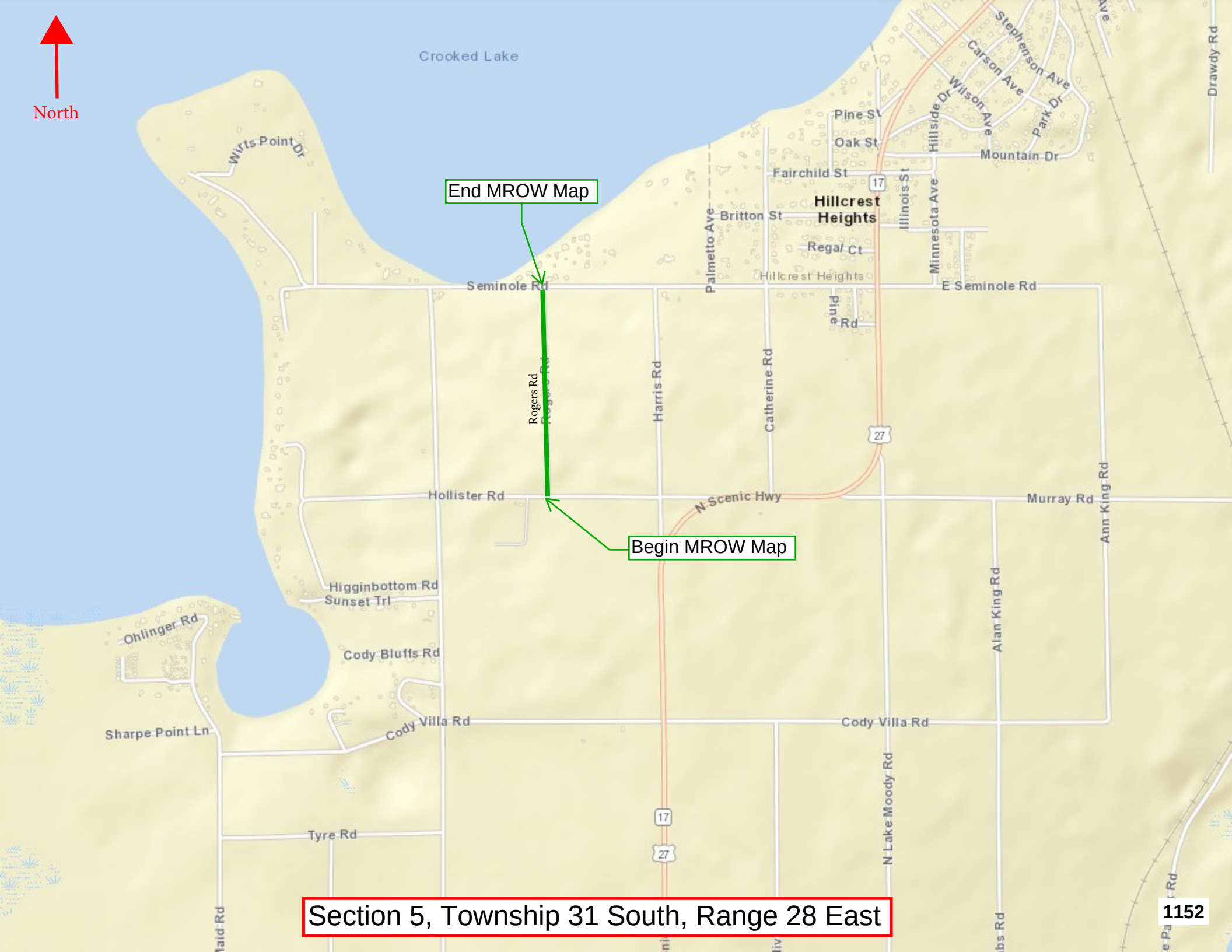
GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 feet



Line Table

LINE #	DIRECTION (C)	LENGTH (C)
L29	N 2°37'30" W	26.46'
L30	N 18°03'30" W	31.71'
L31	N 88°31'15" E	14.05'
L32	S 88°31'15" W	24.38'

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND


North
Crooked Lake
End MROW Map
Begin MROW Map
Seminole Rd
E Seminole Rd
Hollister Rd
N Scenic Hwy
Murray Rd
Cody Villa Rd
Cody Bluffs Rd
Higginbottom Rd
Sunset Trl
Ohlinger Rd
Sharpe Point Ln
Tyre Rd
Rogers Rd
Harris Rd
Catherine Rd
Palmetto Ave
Britton St
Hillcrest Heights
Regal Ct
Fairchild St
Pine St
Oak St
Mountain Dr
Wilson Ave
Carson Ave
Stephenson Ave
Park Dr
Hillside Dr
Illinois St
Minnesota Ave
Ann King Rd
Alan King Rd
N Lake Moody Rd
Wirts Point Dr
Drawdy Rd
17
27
Section 5, Township 31 South, Range 28 East
1152

POLK COUNTY ROADS AND DRAINAGE DIVISION / SURVEYING AND MAPPING SECTION

MAINTAINED RIGHT-OF-WAY MAP FOR ROGERS ROAD POLK COUNTY, FLORIDA

CERTIFICATE

I hereby certify that the maintained right-of-way as shown on this map has been: _____Maintained or repaired for four or more years by Polk County maintenance forces, _____ road having been constructed by Polk County; or _____Maintained or repaired for seven or more years by Polk County maintenance forces.

Area Maintenance Manager _____
(Print)

Area Maintenance Manager _____
(Signature)

It is certified that the lands depicted upon this map lying between the lines marked "maintained right-of-way" are vested in Polk County, Florida, pursuant to the provisions of Section 95.361, Florida Statutes, by virtue of said road having been constructed and/or maintained by Polk County as required by Section 95.361.

Chairman: _____

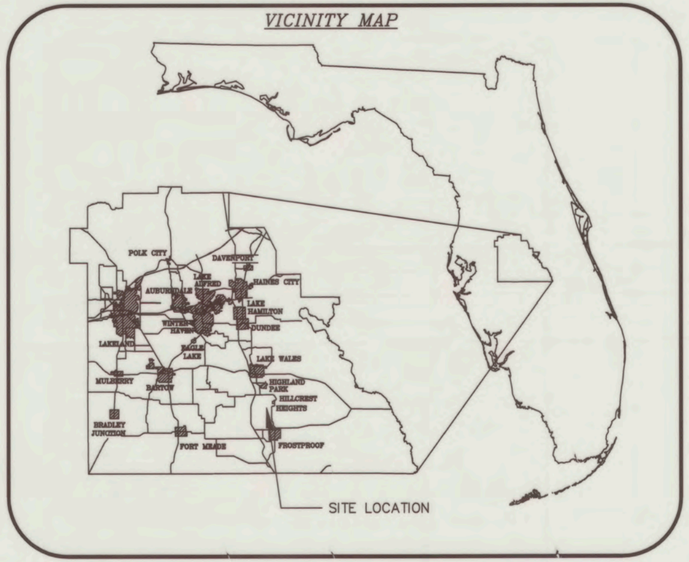
Clerk: _____

Approved for Recording: _____ _____
Real Estate Services Director Date

Filed for record in the office of the Clerk of the Circuit Court for the County of Polk, State of Florida, in Map Book _____ Page(s) _____ on the _____ day of _____, 20____.

_____
Clerk of Circuit Court
Polk County, Florida

VICINITY MAP



INDEX

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2-5	M/R/W DETAIL

SURVEY NOTES:

1. All surveyed and calculated bearings, distances, stationing and coordinates shown hereon are grid values referenced to the State Plane Coordinate System, Florida West Zone North American Datum of 1983, adjustment of 2011.
2. This maintained right-of-way map is an update of a previously recorded map filed in Map Book 6, Pages 306-307, Public Records of Polk County, Florida. This map supersedes the previous map, and shows all relevant information from said map, as well as updated right-of-way information.
3. All found monumentation shown hereon are for information purposes only, additional survey work may be required to determine actual section corners, subdivision corners, or parcel corners.
4. The maintained right-of-way lines shown on this map were field located according to mow lines, constructed roads, edge of dirt roads being graded, or areas being maintained with existing boundaries as being fences, power pole lines, or any obstacle establishing a maintenance boundary. These boundaries are all determined by the unit maintenance supervisor.
5. The original of this map was plotted on mylar and contains original signatures. Attention is directed to the fact that this map may have been altered in size by reproduction if acquired from any other source. This must be considered when obtaining scaled data.

LEGEND:

(C)	= CALCULATED	R	= RIGHT
(F)	= FIELD	SIRC	= SET IRON ROD AND CAP
CO.	= COUNTY	SMND	= SET MAG NAIL AND DISK
D.B.	= DEED BOOK	STA	= STATION
FIR	= FOUND IRON ROD	TRAV.	= TRAVERSE
L	= LEFT		
MB	= MAP BOOK	●	= CONCRETE MONUMENT
R/W	= RIGHT-OF-WAY	●	= IRON ROD
M/R/W	= MAINTAINED RIGHT-OF-WAY	◉	= PARKER KALON NAIL
NGS	= NATIONAL GEODETIC SURVEY	△	= RAILROAD SPIKE
PG(S).	= PAGE(S).		
P.I.	= POINT OF INTERSECTION	— — — —	M/R/W
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER	——— — — ———	EXISTING M/R/W

ASPHALT DIRT

BRYAN C. ZELENENKI License Number 7140 STATE OF FLORIDA Professional Surveyor and Mapper

11/4/2025
Date

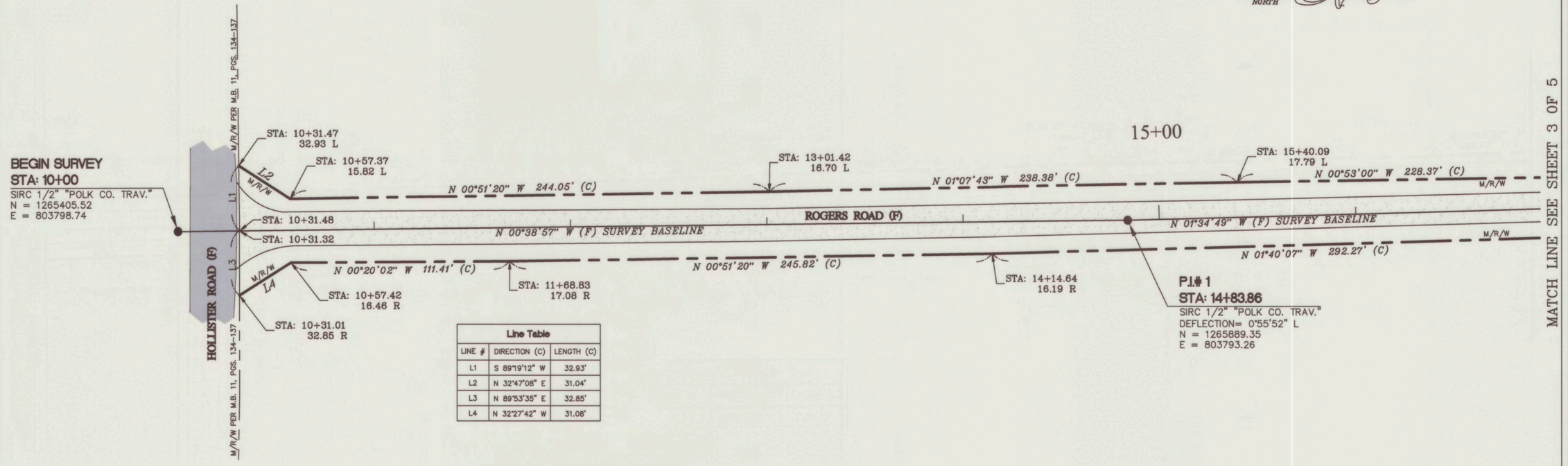
BRYAN C. ZELENENKI, P.S.M.
Florida Registration #7140
Polk County Surveying & Mapping Section

This maintained right-of-way map was prepared and reviewed under my supervision.

POLK COUNTY SURVEYING AND MAPPING 3000 SHEFFIELD ROAD, WINTER HAVEN, FL. 33880 PH. 863-535-2200						
Polk County Maintained Right-of-Way Map of:	ROGERS ROAD			Field By:	WJ	9/11/18
Township 31 S., Range 28 E.	Maintenance Unit:	6	Field Book No. 18-6	Drawn By:	RWY	9/10/20
Sections 05	County Road Number:	180501		Checked By:	BCZ	4/10/25

SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

GRAPHIC SCALE
40 0 40 80
(IN FEET)
1 inch = 40 feet
NORTH



Line Table

LINE #	DIRECTION (C)	LENGTH (C)
L1	S 89°19'12" W	32.93'
L2	N 32°47'08" E	31.04'
L3	N 89°53'35" E	32.85'
L4	N 32°27'42" W	31.08'

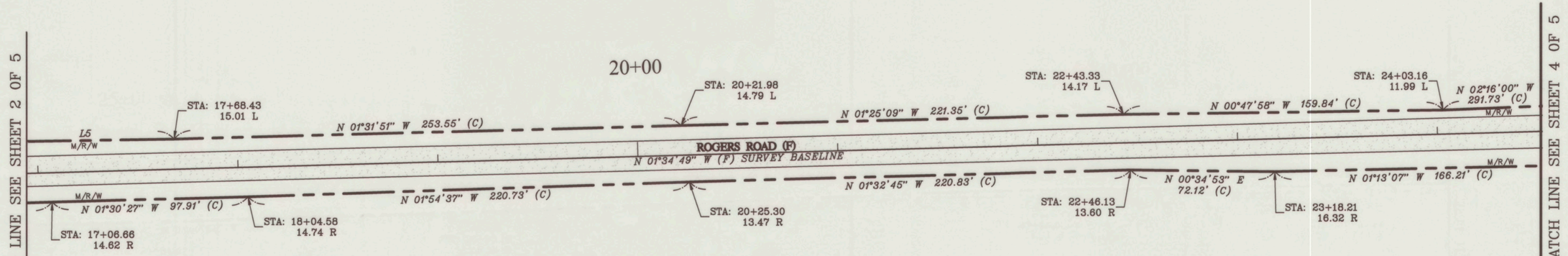
MATCH LINE SEE SHEET 3 OF 5

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

GRAPHIC SCALE
40 0 40 80
(IN FEET)
1 inch = 40 feet

NORTH



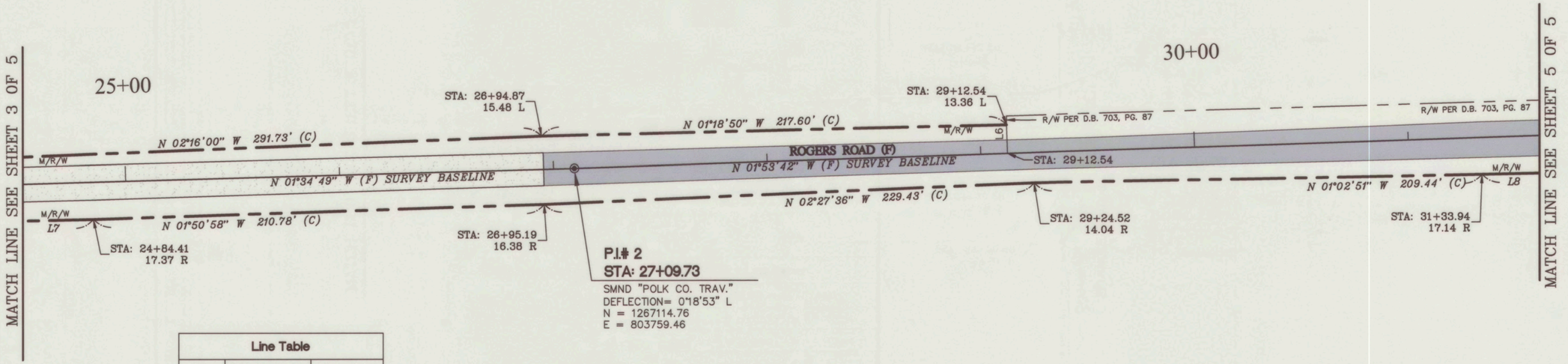
Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L5	N 0°53'00" W	228.37'

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

GRAPHIC SCALE
40 0 40 80
(IN FEET)
1 inch = 40 feet

NORTH



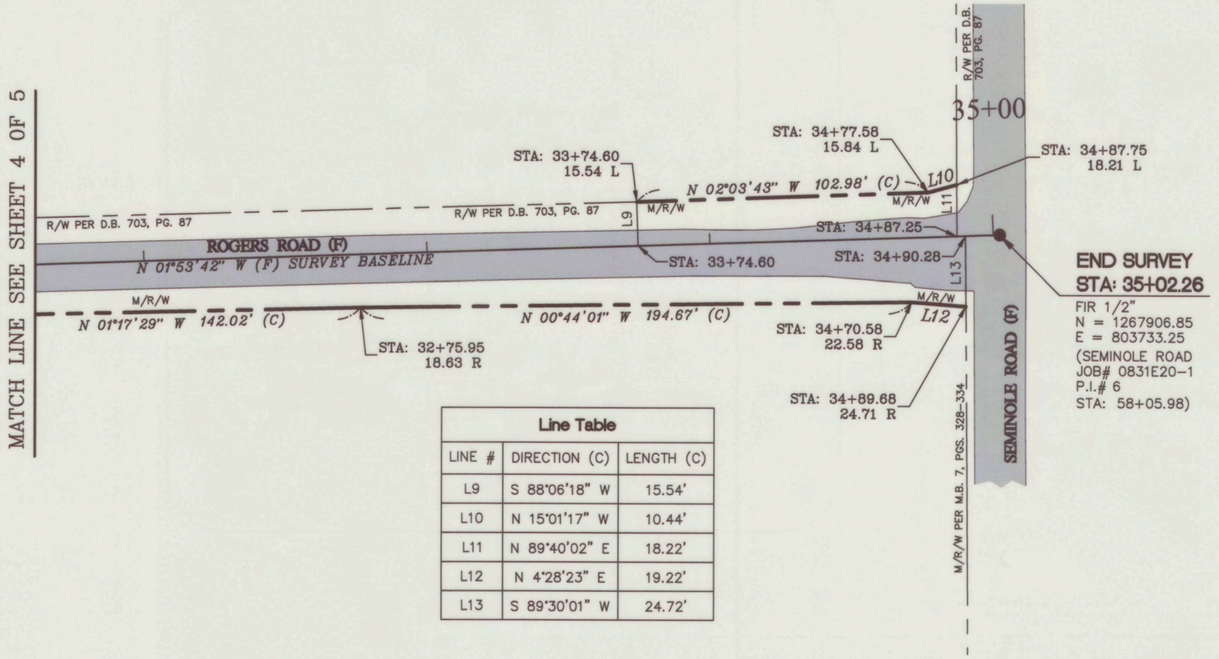
Line Table		
LINE #	DIRECTION (C)	LENGTH (C)
L6	N 88°06'18" E	13.36'
L7	N 1°13'07" W	166.21'
L8	N 1°17'29" W	142.02'

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

SECTION 05, TOWNSHIP 31 SOUTH, RANGE 28 EAST

GRAPHIC SCALE
40 0 40 80
(IN FEET)
1 inch = 40 feet

NORTH



Line Table

LINE #	DIRECTION (C)	LENGTH (C)
L9	S 88°06'18" W	15.54'
L10	N 15°01'17" W	10.44'
L11	N 89°40'02" E	18.22'
L12	N 4°28'23" E	19.22'
L13	S 89°30'01" W	24.72'

SEE SHEET #1 FOR SURVEYOR'S NOTES AND LEGEND

Agenda Item R.31. 11/18/2025

SUBJECT

SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Arizona Avenue near Lakeland. (Suggested Hearing Date: Tuesday, December 16, 2025, at 9:15 a.m.) (No fiscal impact)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Arizona Avenue. Arizona Avenue is located in the Lakeland area in S-21, T-28S, R-24E, and is classified as a Local Residential roadway.

Staff conducted traffic studies on Arizona Avenue, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff subsequently distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

Per Board policy, once requirements are met, the public will have an opportunity to address the Board of County Commissioners before traffic calming devices are approved.

RECOMMENDATION

Request Board set a public hearing date to consider adopting a Resolution allowing for the installation of traffic calming devices (speed humps) on Arizona Avenue. Suggested Hearing Date: Tuesday, December 16, 2025, at 9:15 a.m.

FISCAL IMPACT

There is no fiscal impact in setting the Public Hearing.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

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

Agenda Item R.32. 11/18/2025

SUBJECT

SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Jamestown Avenue near Lakeland. (Suggested Hearing Date: Tuesday, December 16, 2025, at 9:15 a.m.) (No fiscal impact)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Jamestown Avenue. Jamestown Avenue is located in the Lakeland area in S-21, T-28S, R-24E, and is classified as a Local Residential roadway.

Staff conducted traffic studies on Jamestown Avenue, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff subsequently distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

Per Board policy, once requirements are met, the public will have an opportunity to address the Board of County Commissioners before traffic calming devices are approved.

RECOMMENDATION

Request Board set a public hearing date to consider adopting a Resolution allowing for the installation of traffic calming devices (speed humps) on Jamestown Avenue. Suggested Hearing Date: Tuesday, December 16, 2025, at 9:15 a.m.

FISCAL IMPACT

There is no fiscal impact in setting the Public Hearing.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

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

Agenda Item R.33. 11/18/2025

SUBJECT

Adopt a Resolution Setting Parking Restrictions on Old Kissimmee Road, near Davenport. ($266.10 one-time expense)

DESCRIPTION

The Roads & Drainage Division has received a request from Parks & Recreation to restrict parking on Old Kissimmee Road. Old Kissimmee Road is in the Davenport area in S-12, T-26S, R-27E, and is classified as a Local Residential road.

Staff conducted parking studies along the road to analyze this request and determined that parents of students attending Mater Academy are parking along the frontage of Loughman Park, which is near the school, creating ingress and egress issues for park patrons.

Pursuant to FS 316.008, the Board of County Commissioners is vested with the authority to set parking restrictions on County roadways. Additionally, the posting of the requested restrictions will promote public safety and assist the Polk County Sheriff's Office in their enforcement efforts.

To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the parking restrictions.

RECOMMENDATION

Request Board adopt the associated Resolution to establish parking restrictions for Old Kissimmee Road. Estimated cost for installation of the signs is $266.10.

FISCAL IMPACT

Funds are budgeted in the FY 25/26 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
863.535.2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
863.535.2200

RESOLUTION NO.: _____

WHEREAS, the Polk County Roads & Drainage Division, conducted parking studies on the following County-maintained Local Residential road:

Old Kissimmee Road (Road Number 671203); from County Road 54 (Ronald Reagan Parkway) to Osceola County Line, Located in S-12, T-26S, R-27E, and

WHEREAS, said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that the parking of vehicles in this location creates ingress and egress concerns, and

WHEREAS, under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to restrict parking on County maintained roads.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Old Kissimmee Road to be posted “No Parking, Stopping or Standing” on the southeast side from 4 Acres Lane to 350‘ northeast of 4 Acres Lane.

Adopted in Regular Session duly assembled this 18th day of November 2025.

Attest:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Board of County Commissioners
Polk County, Florida

By: _____
Chairman

N

N.T.S.

Old Kissimmee Rd (Davenport Area)

Request for Parking Restriction

Vicinity Map



1162

Old Kissimmee Rd (Davenport Area)

Request for Parking Restriction



POLK COUNTY

POLK COUNTY ROADS & DRAINAGE DIVISION

NO PARKING, STOPPING OR STANDING REQUEST

ROAD DESCRIPTION

Name		Old Kissimmee Rd		**Number**	671203
Section	12	**Township**	26 S	**Range**	27 E
Commission District	4	**Maintenance Unit**	R4	**Functional Classification**	LR
From	CR 54 (Ronald Reagan Pkwy)	**Node**	N/A	**Mile Post**	N/A
To	Osceola County Line	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	**N/A**	**Internal Request**	✓	**External Request**	
External Agency Name (If Applicable)					

Problem Statement:
Parks & Recreation requests parking restriction due to ingress and egress issues being caused by the parking of vehicles.

REQUEST FOR POSTING

No Parking	✓	**No Stopping**	✓	**No Standing**	✓
Direction of road	NE-SW	**Findings:** Roads & Drainage has verified that the parking of vehicles in this area creates potential navigability concerns. Recommend signs be posted restricting parking on the southeast side of the street from 4 Acres Ln to 350' northeast of 4 Acres Ln.			
Which side of road	Southeast				
Distance in feet	350				

PICTURES OF LOCATION



Review conducted by	Steve Logan	**Date**	10/29/2025
Entered by	Steve Logan	**Date**	10/29/2025
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.	**Date**	
Signature			11/03/25

Agenda Item R.34. 11/18/2025

SUBJECT

Adopt a Resolution Setting Speed Limit on County Road 559, near Auburndale. ($242.40 one-time expense)

DESCRIPTION

The Roads & Drainage Division received a request from the City of Auburndale to reduce the speed limit along the roadway. In researching the request, the Roads & Drainage Division discovered Resolution 2021-044, adopted by the Board on April 20, 2021, which is attached to the proposed Resolution as Exhibit “A.” County Road 559 is located in the Auburndale area in S-35, T-27S, R-25E, and is classified as an Urban Collector road.

Staff conducted traffic studies on County Road 559 as outlined in Section 316.189 of the Florida Statutes,and investigated the five-year crash history. It was subsequently determined that a posting of 45 M.P.H. is reasonable for this road. To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the proposed speed limit.

RECOMMENDATION

Request Board adopt the associated Resolution to establish the proposed speed zone for County Road 559. Cost for installation of signs is estimated at $242.40.

FISCAL IMPACT

Funds are budgeted in the FY 25/26 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

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

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners, by adopting Resolution 2021-044 dated April 20, 2021, attached hereto as Exhibit “A”, caused County Road 559, a County-maintained Urban Collector road, to be posted 45 M.P.H. and 50 M.P.H., and

WHEREAS the Polk County Roads & Drainage Division has since conducted speed studies for County Road 559 (Road Number 753507); from Adams Road to State Road 559. Located in S-35, T-27S, R-25E., and

WHEREAS said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and it was subsequently determined that a posting of 45 M.P.H. is reasonable, and

WHEREAS under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to establish speed limits on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause County Road 559 to be posted 45 M.P.H. from Adams Road to State Road 559. Further, Resolution 2021-044, dated April 20, 2021, attached hereto as Exhibit “A,” is hereby amended to the extent it is in conflict with this Resolution to reflect the speed limits established herein for County Road 559 (Road Number 753507); all remaining provisions shall not be affected or impaired by this Resolution. The provisions of this Resolution shall supersede and control the speed limits established by this Resolution when the provisions of this Resolution are deemed to be inconsistent with the provisions of any previously adopted Resolution or BoCC agenda item including, but not limited to Resolution 2021-044, attached hereto as Exhibit “A.”

Adopted in Regular Session duly assembled this 18th day of November 2025.

Attest:	Board of County Commissioners
Stacy M. Butterfield, Clerk	Polk County, Florida
By: _____	By: _____
Deputy Clerk	Chairman

RESOLUTION NO.: 2021-044

WHEREAS the Board of County Commissioners, on October 15, 2019, accepted the transfer of State Road 559 from the Florida Department of Transportation, and

WHEREAS the Board of County Commissioners, on April 9, 2020, approved the renaming of State Road 559 to County Road 559, and

WHEREAS the Polk County Roads & Drainage Division has since conducted speed studies for County Road 559 (Polk City Road) (Road Number 753401); from Lake Ariana Boulevard (Mile Post 0.00) to Adams Road (Mile Post 0.87), and CR 559 (Road Number 753507); from Adams Road (Mile Post 0.0) to State Road 559 (Mile Post 3.74), located in S-34, T-27S, R-25E, and

WHEREAS said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that postings of 35 M.P.H., 45 M.P.H. and 55 M.P.H. are reasonable, and

WHEREAS under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to establish speed limits on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause County Road 559 (Polk City Road) to be posted 35 M.P.H. from Lake Ariana Boulevard (Mile Post 0.00) to 200' north of Joshua Court (Mile Post 0.56), and 45 M.P.H. from 200' north of Joshua Court (Mile Post 0.56) to Adams Road (Mile Post 0.87); and County Road 559 to be posted 45 M.P.H. from Adams Road (Mile Post 0.00) to 125' north of Old Nichols Circle (Mile Post 0.32), 55 M.P.H. from 125' north of Old Nichols Circle (Mile Post 0.32) to 600' south of Sutton Road (Mile Post 1.63), and 45 M.P.H. from 600' south of Sutton Road (Mile Post 1.63) to State Road 559 (Mile Post 3.74)

DATED this 20th day of April 2021.

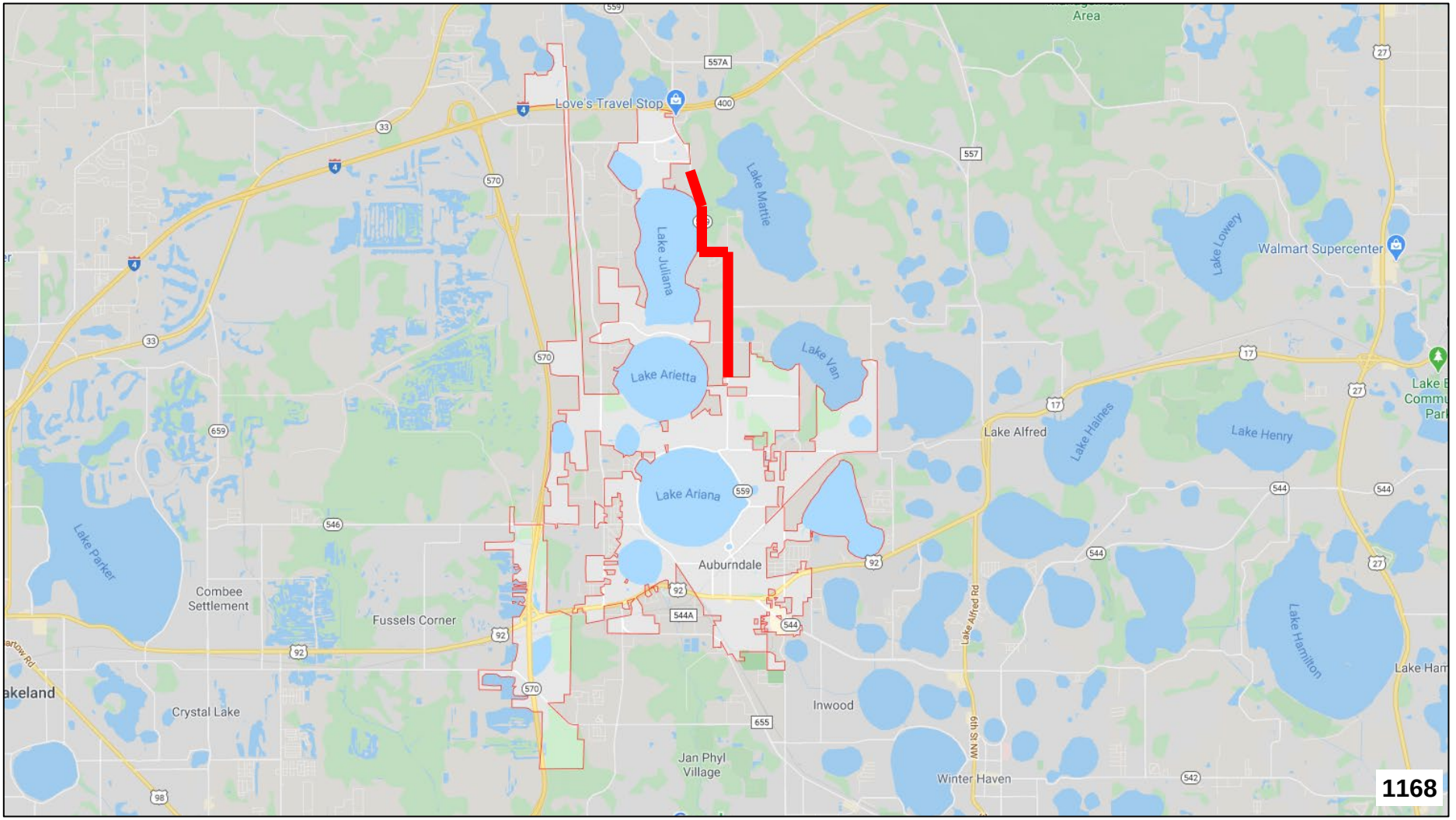
CR 559 (Auburndale Area)

Request for Speed Limit Adjustment

Vicinity Map

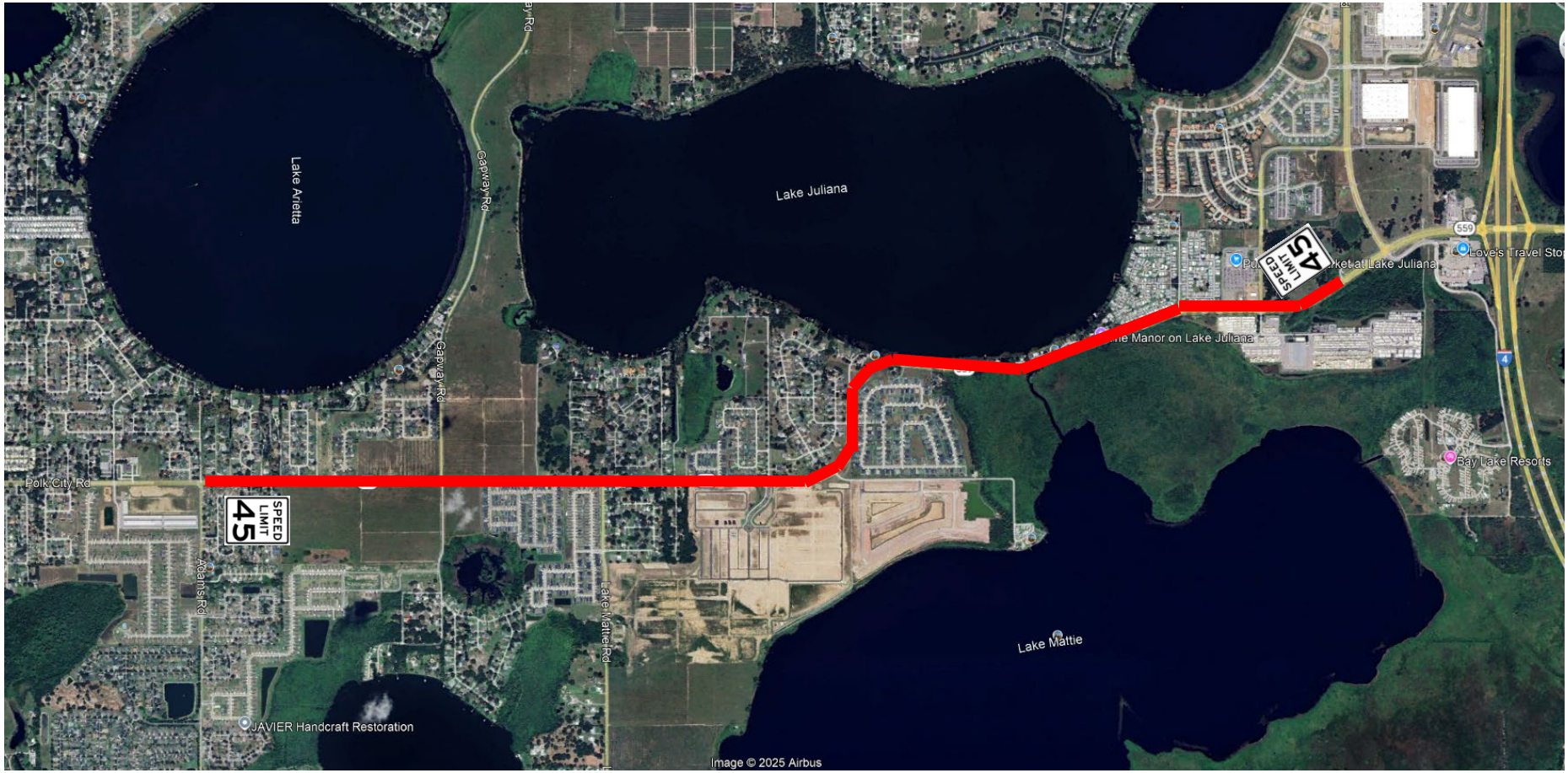
N

N.T.S.



CR 559 (Auburndale Area)

Request for Speed Limit Adjustment



POLK COUNTY TRANSPORTATION DIVISION

SPEED STUDY

ROAD DESCRIPTION

Road Name	CR559			**Road Number**	753507
Section	35	**Township**	27 S	**Range**	25 E
Commission District	3	**Maintenance Unit**	R3	**Functional Classification**	UC
From	Adams Rd	**Node**	N/A	**Mile Post**	0.00
To	SR 559	**Node**	N/A	**Mile Post**	3.74

REASON FOR RESOLUTION

Customer Service Request #	**89093**	**Internal Request**		**External Request**	✓
New Posting		**Speed Adjustment**	✓		

External Agency Name (If Applicable)

Problem Statement:
Polk County received a request from the City of Auburndale to reduce the speed limit along CR 559.

TEST RUN SPEEDS

Test Run Speed #1 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #2 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #3 in M.P.H.	None	**Comments:**	85th Percentile

ROADWAY ALIGNMENT

Number of Hills	5	**Number of Curves**	5	**Number of Turns**	0
Lane Width (ft)	12"	**Number of Lanes**	2	**Shoulder Width (ft)**	0
Number of School Zones	None	**Posted Speed of School Zones**	None	**Pavement Condition**	Good
Number of Intersections	19	**Sight Distance of Intersections**	Adequate		
Number of Driveways	57	**Sight Distance of Driveways**	Adequate		
Number of Stop Signs	0	**Number of Signals**	1		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	45	55	45		
Proposed Speed Limit Posting (M.P.H.)	45	45	45		
From Mile Post	0.000	0.320	1.630		
To Mile Post	0.320	1.630	3.740		

Notes:
Traffic Data was collected within the 55 mph segment of CR 559. The 85th percentile speed was 48 mph. The proposed posting considers the 85th percentile speed.

Review conducted by	Holly Toley & Andrew Jones	**Date**	10/13/2025
Entered by	Steve Logan	**Date**	10/23/2025
Concurred/authorized by Traffic Engineer	Amy J. Gregory, P.E.		
Signature		**Date**	10/23/25

Agenda Item R.35. 11/18/2025

SUBJECT

Approve selection committee's recommendation to authorize staff negotiations with Johnson, Mirmiran and Thompson, Inc. for Construction Engineering and Inspection (CEI) services for the Maine Avenue sidewalk project. (No fiscal impact)

DESCRIPTION

The Maine Ave Safe Route to School project includes a 5-foot to 6-foot wide ADA compliant concrete sidewalk and crosswalk along the south side of Maine Avenue in Lakeland. The corridor limits of the project are from Combee Rd to Parks St and Iowa Rd to Wanda Way. (approximately 1 mile)

The County has been awarded a grant through the Florida Department of Transportation's Local Agency Program as part of their Safe Route to School initiative. This project is recommended by the Eaton Park Neighborhood Mobility Audit. The project will close the current sidewalk gap and provide a continuous sidewalk along Maine Avenue.

The design services for this project are being performed by Kisinger Campo & Associates as a result of an agreement with FDOT. The project requires a separate engineering firm to provide construction administration, inspection, and quality control services once the construction of the project commences. It is anticipated that construction will begin in January 2026.

Roads and Drainage requested Procurement to solicit proposals for the purpose of providing CEI services for the Maine Ave sidewalk project.

Request for Proposal (RFP) 25-417, Construction Engineering & Inspection (CEI) Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way was issued, and six vendor submitted proposals. The selection committee met on Monday, October 20, 2025, to evaluate and score the proposal. The three highest scored proposers were elevated for interviews. On October 27, 2025, the selection committee conducted interviews and received presentations from all three proposers. After the interviews, the consensus of the selection committee was to request the Board authorize staff to enter into contract negotiations with all proposers starting with the highest ranked proposer, Johnson, Mirmiran & Thompson, Inc.

The following is a listing of the firms and their rankings:

Proposer		Rank
Johnson, Mirmiran and Thompson, Inc.	Tampa, FL	1
GAI Consultants, Inc.	Orlando, FL	2
DRMP, Inc.	Lakeland, FL	3

These services are being funded through a Local Agency Program grant.

A recommendation of award was posted, and no protests were received.

RECOMMENDATION

Request Board approve the selection committee's recommendation and authorize staff to enter into negotiations with the highest ranked proposer, Johnson, Mirmiran & Thompson, Inc. in regards to RFP 25-417, Construction Engineering & Inspection (CEI) Services for Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd, and moving to the second-highest ranked proposer and so on, if negotiations with Johnson, Mirmiran & Thompson, Inc. are unsuccessful.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Ken Brush

Procurement Contracts Manager

Procurement

(863) 534-6727

kenbrush@polk-county.net

Agenda Item R.36. 11/18/2025

SUBJECT

Approve sole source agreement with Barney's Pumps, Inc. to provide products and OEM replacement parts, maintenance, repair services, field service, and technical support for pumps and pumping and mixing equipment. ($600,000 estimated annual expense)

DESCRIPTION

The Polk County Utilities Division has standardized to Aurora & Layne Verti-Line, Flowserve, Howden, Hydromatic, Myers, and National pumps and KSB pumping and mixing equipment at various lift stations and wastewater treatment facilities throughout the County. This equipment is used in the process of moving sewage through the wastewater infrastructure system and are needed for the disinfection process at these treatment facilities. This standardization allows for like-to-like replacement whenever this equipment needs to be repaired or replaced.

Barney's Pumps have identified themselves as the sole distributor and authorized facility to provide warranty and non-warranty service and repair for these products in the state of Florida, exclusive of the panhandle counties west of the Apalachicola River. The County conducted an 'Intent to Sole Source', ISS 25-627, and no responses were received from any vendors affirming their ability to provide these goods and services.

This sole source agreement will be in place for a five-year period upon the execution by the County for Barney's Pumps, Inc. to be the sole source of the purchase of equipment, OEM parts, and repair services for these products.

RECOMMENDATION

Request Board approve sole source agreement with Barney's Pumps, Inc. to provide products and OEM replacement parts, maintenance, repair services, field service, and technical support for pumps and pumping and mixing equipment.

FISCAL IMPACT

Funds are available within the Utilities Operating Fund. ($600,000 estimated annual expense)

CONTACT INFORMATION

Mike Baselice
Procurement Analyst
Procurement Office
(863) 534-6724
mikebaselice@polk-county.net

SOLE SOURCE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, 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 Barney's Pumps, Inc. (the "Vendor"), a Florida Corporation, 2965 Barney's Pumps Place, Lakeland, Florida 33812, and whose Federal Employer Identification Number is 59-0720312.

WHEREAS, the County has standardized to Aurora & Layne Verti-Line, Flowserve, Howden, Hydromatic, Myers, and National pumps and KSB pumping and mixing equipment and desires to retain the services of the Vendor to provide products and OEM replacement parts, maintenance, repair services, field service, and technical support; and

WHEREAS, the Vendor has been identified as the sole distributor and authorized facility to provide warranty and non-warranty service and repair of these products in the state of Florida; and

WHEREAS, the County conducted an 'Intent to Sole Source' solicitation (ISS 25-627) and no other firms have responded in the affirmative to providing the goods/services requested, and

WHEREAS, upon no proposals being received, the County intends to engage the Firm to provide it the professional services further detailed within Sole Source 26-038 and the Scope of Services contained within: and

WHEREAS, the Vendor is able and agreeable to providing the County the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Vendor hereby agree, as follows:

1.0 **Effective Date; Term**

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services To Be Performed By Vendor**

2.1 The County does hereby retain the Vendor to furnish those products and services, and to perform those tasks and provide those goods further described in (i) the County's Intent to Sole Source ISS 25-627, to include all attachments thereto, and (ii) Sole Source (SS) 26-038, to include all attachments thereto (collectively, (i), and (ii) are "SS 26-038"), all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

2.2 When the County orders/requests products from the Vendor, it will be done on an as needed basis for the quantity requested during the term of the Agreement. Such orders will be made in accordance with the Fee Schedule (Exhibit "B") provided by the Vendor. The County at its sole discretion will generate purchase orders as a result of approved quotations submitted in response to a request.

2.3 When the County requires the Vendor to perform Services for a particular project (each, a "Project"), the County, by the Division Director or their Designee, will issue a Work Order (WO) to the Vendor stating the specific scope of Services and budget for the Project and all provisions of this Agreement shall apply to the WO with full force and effect as if appearing in full within each WO. Each WO will also state the following Project information: specific scope of services, maximum amount of compensation, Project schedule, liquidated damages (if applicable), and completion date. Each WO shall become effective upon due execution and issuance of a purchase order.

2.4 The Vendor is not authorized to undertake any project without a duly executed purchase order, which shall specify the work to be performed and the time to be completed. The Vendor recognizes and acknowledges that the County may employ several different consultants to perform the same or similar Services for the County, or may self-perform, and that the Vendor has not been employed as the exclusive agent to perform any such Services.

2.5 When the Vendor and the County enter into a WO where the term of the WO 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 WO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the WO shall cause the terms of this Agreement to terminate at the same time. This provision 2.4 only applies

when the expiration of the WO extends beyond the expiration of this Agreement. It does not apply when a WO expires or is cancelled prior to the expiration of this Agreement.

2.6 When the Vendor and the County enter into a Warranty, as provided and further described in Exhibit B ("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.

3.0 **Compensation**

3.1 General

3.1.1 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").

3.1.2 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.

3.1.3 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.

3.1.4 All the Vendor's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.5 The Vendor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Utilities Division
1011 Jim Keene Boulevard
Winter Haven, Florida 33830

3.1.6 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.

3.1.7 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.

3.1.8 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.

3.1.9 The Vendor may request an increase to the hourly rates on Exhibit "B" after this Agreement has been in effect for a minimum of 12 months. Increases will be determined by the appropriate index or may be negotiated. Any increases must be agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

4.0 **Vendor's Responsibilities**

4.1 The Vendor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Products provided and Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Vendor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Vendor's performance or nonperformance of this Agreement. The Vendor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Vendor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 **Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Vendor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Vendor for such instruments or documents.

6.0 **Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Vendor to fulfill its obligations

under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Vendor. Upon receipt of such notice, the Vendor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Vendor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Vendor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 **No Contingent Fees**

The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 **Assignment**

The Vendor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 **Professional Associates and Subcontractors**

If the Vendor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Vendor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Vendor utilizes any professional associates or subcontractors in the

delivery of the Services then the Vendor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Vendor shall not relieve the Vendor of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

Vendor, 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 (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.

11.0 **Insurance Requirements**

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 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. Vendor shall also provide an updated Certificate of Insurance upon renewal material change, cancellation, non-renewal or Insurer change. General Liability, Automobile and Workers' Compensation (including Employers Liability) 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 at least 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. In the event that the Vendor hires subcontractors to do any part of the Contracted work shall be required to carry the same coverage as setout herein.

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.

Employers Liability. $1,000,000.00 each accident, $1,000,000.00 disease each employee, $1,000,000.00 disease – policy limit.

Professional Liability in the amount of $2,000,000 per occurrence.

12.0 **Public Entity Crimes**

The Vendor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Vendor.

13.0 **Non-Discrimination**

The Vendor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 **Designation of Party Representatives**

14.1 Upon receipt of a request from the Vendor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Vendor shall designate or appoint one or more Vendor representatives who are authorized to act on behalf of and to bind the Vendor regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 **All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 **Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 **Independent Vendor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Vendor (including its officers, employees, and agents) as the agent, representative, or employee of

the County for any purpose, or in any manner, whatsoever. The Vendor is to be and shall remain forever an independent Vendor with respect to all Services performed under this Agreement. The Vendor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Vendor shall have no right to speak for or bind the County in any manner.

18.0 **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

19.0 **Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Vendor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter 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 the Vendor.

20.0 **Governing Law and 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. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 **Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Polk County Utilities Division
P.O. Box 9005, Drawer UT01
Bartow, Florida 33831-9005
Attention: Utilities Director

For Vendor: **Barney's Pumps Incorporated**
2965 Barney's Pumps Place
Lakeland, Florida 33812
Attention: Robert Pearce

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Vendor 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 County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County 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 County's performance and obligation to pay the Vendor under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 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.

25.0 Vendor Representations

25.1 The Vendor hereby represents and warrants the following to the County:

25.1.1 Vendor is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Vendor's performance under this Agreement will not violate or breach any contract or agreement to which the Vendor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Vendor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Vendor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Vendor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Vendor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Vendor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Vendor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Vendor is authorized to do so.

26.0 Default and Remedy

If the Vendor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Vendor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the 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 and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Vendor, then the Vendor shall have the right to immediately

terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Vendor the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 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, 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.

28.0 Waiver

A waiver by either County or Vendor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

The Vendor 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 Vendor shall deliver written notice to the County describing the event in reasonably sufficient detail and how the event has precluded the Vendor from performing its obligations hereunder. The Vendor'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 Vendor 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 Vendor 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 Vendor shall keep the County duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Vendor shall notify the County if any of the Vendor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Vendor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Vendor shall remove without consequence to the County any of the Vendor's, sub-Vendors, sub-Vendors, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Vendor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Wade Carreno, Municipal Account Manager

32.0 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).

33. 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.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

10/28/2025
County Attorney's Office Date

ATTEST:

Barney's Pumps, Inc.
a Florida corporation

By: _____
MATT BURKARD
PRINT NAME
CREDIT ASSISTANT
TITLE

Date: 11/5/25

By: _____
Natalie DB. Albritton
PRINT NAME
Credit & Contracts Manager
TITLE

SEAL

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11/5/25 (Date) by Natalie B. Albritton (Name of officer or agent) as Credit & Contracts Manager (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 N/A 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 11/5/25 (Date) Robbin Bullock (Official Notary Signature and Notary Seal) ROBBIN BULLOCK (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ROBBIN BULLOCK
Commission # HH 401973
Expires August 7, 2027

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: SS 26-038, Purchase, Maintenance, and Repair of Pumping and Mixing Equipment

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY VENDOR 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 VENDOR 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: Barneijs Pumps, Inc

Signature: _____

Title: Credit & Contracts Manager

Date: 11/5/25

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of November, 2025, by Natalie DB. Albritton (*name*) as Credit & Contracts Manager (*title of officer*) of Barneijs Pumps, Inc. (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced N/A as identification.

Notary Public Signature: Robbin Bullock

Printed Name of Notary Public: Robbin Bullock

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ROBBIN BULLOCK
Commission # HH 401973
Expires August 7, 2027

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 Natalie DB. Albritton (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.

Barneys Pumps, Inc.
NONGOVERNMENTAL ENTITY

SIGNATURE

Natalie DB. Albritton
PRINT NAME

Credit & Contracts Manager
TITLE

11/5/25
DATE

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: SS 26-038, Purchase, Maintenance, and Repair of Pumping and Mixing Equipment

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 5th day of November, 2025.

ATTEST:	**CONTRACTOR:**
By:	By:
PRINTED NAME: Matt Burkett	PRINTED NAME: Natalie DB. Albritton
Its: Credit Assistant	Its: Credit & Contracts Manager

BARNEY'S PUMPS

CORPORATE OFFICES
2965 BARNEY'S PUMPS PLACE
LAKELAND, FL 33812-4209
P.O. BOX 3529
LAKELAND, FL 33802-3529
PHONE (863) 665-8500
FAX (863) 666-3858

May 1, 2024

RE: Authorization to sign contracts

To Whom It May Concern:

This is to certify that the following individuals are authorized to sign contracts for Barney's Pumps, Inc.

Johnnie Curls, Jr, CEO
Robbie Pearce, President
Kate Marshall, CFO
Natalie Albritton, Credit & Contracts Manager

Thank you,

Robbie Pearce
President

Attested: Kate Marshall, CFO

Corporate Seal:

BARNPUM-01 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/30/2025

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Kirsten Crosby PHONE (A/C, No, Ext): (334) 386-3968 FAX (A/C, No): E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance	16535
INSURED Barney's Pumps, Inc. 2965 Barneys Pumps Pl Lakeland, FL 33812	INSURER B : Innovative Captive Strategies	
	INSURER C : Wilshire Insurance Company	13234
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab Inc X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		GLO0144080-07	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ $ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X		BAP0144081-07	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ $ $ $ $	1,000,000 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			IPS-EX-00000076	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE	$ $ $	3,000,000 3,000,000
A	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		WC0144079-07	10/1/2025	10/1/2026	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
C	Equipment Floater			IMP4002383-01	10/1/2025	10/1/2026	Per Sched/$2,500 Ded		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Polk County, a political subdivision of the State of Florida is named as additional insured as respects General Liability and Automobile Liability where required by written contract.

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

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POLK COUNTY

Procurement Division

Fran McAskill

Procurement Director

NOTICE OF INTENT TO SOLE SOURCE (ISS) 25-627

Purchase, Maintenance, and Repair of Aurora & Layne Verti-Line, Flowserve, Howden, Hydromatic, Myers, and National pumps and KSB pumping and mixing equipment

Polk County, a political subdivision of the State of Florida has standardized to Aurora & Layne Verti-Line, Flowserve, Howden, Hydromatic, Myers, and National pumps and KSB pumping and mixing equipment at various wastewater treatment facilities.

It is the intent of Polk County to sole source the purchase of equipment, OEM parts, and warranty repair services with Barney's Pumps, Inc. for the next five (5) years. Barney's Pumps have identified themselves as the sole distributor and authorized facility to provide warranty and non-warranty service and repair for these products in the state of Florida, exclusive of the panhandle counties west of the Apalachicola River.

SUMMARY:

Provide products and OEM replacement parts, maintenance, repair services, field service, and technical support for Aurora & Layne Verti-Line, Flowserve, Howden, Hydromatic, KSB, Myers, and National pumps.

Various types of pumps are utilized by the Utilities Division. Standardization of these products allows for like-to-like replacement. The County currently utilizes Aurora & Layne Verti-Line, Flowserve, Howden, Hydromatic, KSB, Myers, and National pumps at various lift stations and treatment facilities and are essential to the operations of those sites throughout the County. The pumps are used in the process to move sewage through the wastewater infrastructure system and are needed for the disinfection process at the treatment facilities.

Should any firm wish to provide information to Polk County, that they are able to provide these products, they can email support of their position to Mike Baselice, Procurement Analyst at mikebaselice@polk-county.net.

All submittals must be received by Wednesday August 13, 2025, prior to 2:00 p.m., no exceptions.

Questions regarding this intent to sole source must be in writing and sent to Mike Baselice, Procurement Analyst, email: mikebaselice@polk-county.net. All questions must be received by Friday, August 1, 2025, prior to 4:00 p.m.

EXHIBIT A-ii

POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 10/17/2025

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Utilities

Proposed Vendor (Include name, telephone #, and email):

Barney's Pumps, Inc., 2965 Barney's Pumps Place, Lakeland, FL 33812
Robert Pearce 863-665-8500

Describe Purchase. What will this purchase do for the Division?

Aurora & Layne Verti-Line, Flowserve, Howden, Hydromatic, Myers, and National pumps and KSB pumping and mixing equipment, products and OEM replacement parts, maintenance, repair services, field service, and technical support

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

Utilities has standardized to the pump brands listed above and Barney's is the only reseller of these pumps and OEM parts. This was confirmed as a sole source through ISS 25-627, which received no responses. The SS is valid for 5 years.

Total cost for the Sole Source Purchase: $3,000,000.00 **over a 5 year period.**
(Total cost includes shipping & installation (if applicable)

Ari Goldstein	10/20/25	Tamara Richardson	10-24-25
Requestor Name (PRINT)	Date	Signature of Division Director	Date
Requestor Signature (SIGN)	10/20/25	Signature of Procurement Director/Designee	10/29/25
	Date		Date

PROCUREMENT USE ONLY

Date Received: _____ **PO#:** _____ **P-Card Purchase:** N/A

Procurement Specialist: Mike Baselice **Sole Source #:** 26-038

Insurance Received Date: _____

Purchase in excess of $50,000 will be reported to the BoCC at the end of each budget year

John Bohde Date: 10/28/25

Revised 1/5/2016

PUMP MANUFACTURING, INC.

January 2, 2025

To: Whom It May Concern

Subject: Amco Pump Manufacturing, Inc.

Distributor Ref: Barney's Pumps, Inc.

Barney's Pumps, Inc. became an authorized distributor for AMCO Pump Manufacturing in 2021 and will continue as such for 2025. Barney's Pumps, Inc. is authorized to distribute Amco Pumps in Florida and southern Georgia. Barney's Pumps, Inc. has facilities throughout Florida, including Jacksonville, Coral Springs, and headquarters in Lakeland. Their team is known for their vast knowledge, pump and controls experience, and excellent customer communication. Should customers within their service area require any of Amco Pump Manufacturing's product offerings, please communicate directly with Barney's Pumps, Inc.

In addition, Barney's Pumps is also set up as an authorized repair facility for AMCO Pumps.

Sincerely,

Johnathan Guillen

Johnathan Guillen
Chief Of Operations
AMCO Pump Manufacturing
Houston, Texas

Bryan E. Kates
Named Account Executive
PENTAIR FLOW TECHNOLOGIES
Aurora/Layne Vertiline
+1-781-361-4751 cel

January 5, 2025

Subject: Aurora
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Aurora & Layne Verti -Line pumps.
Barney's Pumps, Inc. is the sole authorized distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide new pumps, replacement OEM parts, warranty and non-warranty service and repair for our products, which are manufactured by Pentair Flow Technologies in their North Aurora Ill. facility. Products manufactured in our North Aurora facility include but not limited to vertical turbines, split case pumps, end suction pumps, vertical end line pumps.

They have locations in Lakeland (863) 665-8500, Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market.
If I can be of further assistance, please contact me at 504-491-0320

Sincerely,

Bryan E. Kates
Named Account Executive

BARNEY'S PUMPS

CORPORATE OFFICES
2965 BARNEY'S PUMPS PLACE
LAKELAND, FL 33812-4209
P.O. BOX 3529
LAKELAND, FL 33802-3529
PHONE (863) 665-8500
FAX (863) 666-3858

1/2/2025

To Whom It May Concern:

Barney's Pumps designs, engineers, manufactures, and sells highly engineered pumping and electrical control solutions. Many of our products are directed toward municipal and industrial users. Our product offering focuses on pumps, parts, accessories, electrical controls, and automation products and services.

Barney's Pumps manufacturers and programs industrial control panels and the systems that use them. Unitron Controls® is the registered trademark name under which these panels are labeled. Unitron Controls® can provide industrial control panels that are certified UL 508A, and UL 698A for panels relating to hazardous/classified locations. Additionally, Barney's Pumps Hydroflo Packaged Pumping Systems may be UL QCZJ listed, if UL-listed control panels are used in their construction. Barney's Pumps / Unitron Controls® panels are sold exclusively by Barney's Pumps. They are not sold under any other brand name; therefore, Barney's Pumps is the sole source for Unitron Controls® panels.

In addition, Barney's Pumps owns and is the only source for the Sci-Text® family of products that focus on SCADA automation. Sci-Text® is especially well-suited for the water and wastewater industries.

Barney's Pumps guide rail systems allow for the removal of the pumping unit from the wetwell without the need for entry into the wetwell. Barney's Pumps manufacturers base elbows with corresponding mating flanges in metal-to-metal and metal-to-grommet construction along with other wetwell equipment like upper and intermediate guide rail brackets, pump lifting bails, and cable hangers. For a full product offering, please contact us. These manufactured items are proprietary and are sold exclusively by Barney's Pumps. They are not sold under any other brand name.

Thank you for your consideration of Barney's Pumps and for allowing us to provide this information. Please contact me if you have any questions, or if you need any additional information.

Sincerely,

Justin Coward

Justin Coward
Engineering Manager
cowardj@barneyspumps.com

CASCADE PUMP COMPANY
MANUFACTURERS OF AXIAL &
MIXED FLOW PUMPING EQUIPMENT

10107 SOUTH NORWALK BOULEVARD, PO BOX 2767
SANTA FE SPRINGS, CA 90670-0767
P:562.946.1414 F:562.941.3730

January 2, 2025

Barney's Pump
2965 Barney's Pumps Place
Lakeland, FL 33812

ATTENTION: To Whom it May Concern

SUBJECT: AUTHORIZED DISTRIBUTOR LETTER

This is to inform all parties that Barney's Pumps is Cascade Pump Company's exclusive authorized municipal distributor in Florida for new pump sales and aftermarket sales related to existing Cascade Pump Company manufactured pumping equipment.

Sincerely,

Brant Williams, Director of Sales and Marketing

Cascade Pump Company

Bryan E. Kates
Named Account Executive

PENTAIR FLOW TECHNOLOGIES
Fairbanks Nijhuis
+1-781-361-4751 Cell
Bryan.kates@pentair.com

PENTAIR

January 1, 2025

Subject: Fairbanks Nijhuis Pumps
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Fairbanks Nijhuis pumps (formally Fairbanks Morse). Barney's Pumps, Inc. is the sole distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide warranty and non-warranty service and repair for our products.

They have locations in Lakeland (863) 665-8500,Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market.
If I can be of further assistance, please contact me at 504-491-0320

Sincerely,

Bryan E. Kates
Named Account Executive

Bryan E. Kates
Named Account Executive

PENTAIR FLOW TECHNOLOGIES
Fairbanks Nijhuis
+1-781-361-4751 cell
Bryan.kates@pentair.com

January 1, 2025

Subject: Fairbanks Nijhuis Pumps
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Fairbanks Nijhuis pumps. Please be aware that Fairbanks Nijhuis, formerly Fairbanks Morse, now includes all Layne/Verti-line products as well. Barney's Pumps, Inc. is the sole distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide warranty and non-warranty service and repair for our products.

They have locations in Lakeland (863) 665-8500, Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market.

If I can be of further assistance, please contact me at 504-491-0320.

Sincerely,

Bryan E. Kates
Named Account Executive

FINISH THOMPSON INC.

December 23, 2024
REF: Letter of Representation For 2025

To whom it may concern,

Barney's pumps is an authorized Finish Thompson Inc distributor in the state of Florida.

Regards,

David Pelinsky
Inside Sales Manager
Finish Thompson Inc.

Please feel free to contact us directly at the factory at (814)-455-4478 or by e-mail at sales@finishthompson.com.

January 2, 2025

RE: Authorized Municipal Pump Repairs

To Whom It May Concern:

This letter is to hereby acknowledge Flowserve is bringing together two of our strongest channel partners in a new way to provide unmatchable service to our customers. Barney's Pumps and Carter & Verplanck have been Flowserve partners for decades each. They know us and more importantly, they know you, our customers.

Flowserve has many service and support facilities, globally, and we are extending our reach even further into the water and wastewater market in Florida. Carter & Verplanck is your source for Flowserve pumps and parts. Barney's Pumps is your source for the repair and service Flowserve products as our only factory-authorized, Gold-Level Certified repair and warranty facility in the State of Florida. In this joint venture, they are the single source for Flowserve product and repair.

Please use this letter to confirm that Barney's Pumps is an Authorized, certified Repair shop and the only Authorized repair shop in the state of Florida, using only Original Flowserve parts in partnership with Carter & Verplanck, to perform this repair.

For all your new and replacement unit needs, contact Carter & Verplanck.

For pump and seal repairs or if a new mechanical seal is required, please contact Barney's Pumps.

If you have any questions or there is anything I can help you with in the future, I am always available to help.

Have a great day!

Tim Hope
Flowserve Corporation
Senior Sales Engineer – FL, GA, and The Bahamas

1450 N. Market St
Jacksonville, FL 32206
Ph: (904) 608-0425
THope@Flowserve.com

John Ondrejack, P.E.
Flowserve Solutions Group
Manager-Southeast/Caribbean

PO Box 810610
Boca Raton, Florida 33481
Ph: (561) 715-1900
JOndrejack@Flowserve.com

FLOWSERVE

AUTHORIZATION LETTER

January 5, 2024

To Whom It May Concern:

This letter is to hereby acknowledge that Barney's Pumps with offices at 2965 Barney's Pumps Place, Lakeland, FL, 33812, United States, is recognized by all of the Flowserve Operations/Sites listed in the agreement as an authorized Distributor of Pump & Seal products (listed in the agreement) pursuant to Agreement #19-FSG-DA-00038 and includes the following counties in Florida:

Alachua, Baker, Brandford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, Miami-Dade, De Soto, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Liberty, Madison, Manatee, Marion, Martin, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Sumter, Suwannee, Taylor, Union, Volusia, Wakulla

Barney's Pumps is authorized to promote sales, receive inquiries, present quotations and receive orders for the aforementioned products manufactured by all of the Flowserve Operations/Sites listed in the agreement.

This authorization letter is valid until December 31, 2025 or until terminated by either party.

Regards,

Amanda L. Tingler
Contract Administrator, Global Channel Agreements

Flowserve Corporation
1978 Foreman Drive
Cookeville, TN 38502 USA
Telephone 931-432-3127
Facsimile: 931-432-3624
atingler@flowserve.com
www.flowserve.com

Bryan E. Kates
Named Account Executive

PENTAIR FLOW TECHNOLOGIES
Fairbanks Nijhuis

+1-781-361-4751 cell
Bryan.kates@pentair.com

January 1, 2025

Subject: Hydromatic Pumps
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Hydromatic pumps.
Barney's Pumps, Inc. is the sole distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide warranty and non-warranty service and repair for our products.

They have locations in Lakeland (863) 665-8500, Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market.
If I can be of further assistance, please contact me at 504-491-0320

Sincerely,

Bryan E. Kates
Named Account Executive

› Our Technology. Your success.
Pumps • Valves • Service

1/2/2025

KSB Incorporated
Water & Wastewater Division
Southeast Regional Office

Subject: Authorized Sources for KSB Municipal Products

Dear Sir or Madam:

KSB pumps and parts are offered to the Municipal Market through a network of exclusive Representatives operating in assigned geographical territories. As our municipal products are quite specialized and highly engineered, we have chosen this method of distribution to ensure that you, our valued customer, will always have ready access to local repair service and application assistance for our products

The exclusive representative for KSB Municipal products for the State of Florida EAST of and INCLUDING: Jefferson County is **Barney's Pumps.**

Barney's Pumps is the only factory authorized source of municipal KSB pumps and replacement parts in your area. Please be advised that any quotation you may receive for KSB pumps or replacement parts from a source other than Barney's Pumps will have been issued without KSB'S permission or consent, and any orders resulting from such offers will be referred by KSB to Barney's Pumps for processing. Our exclusive distribution policy would preclude the need for you to issue multiple requests for quotation. Please direct all inquiries for our products through Barney's Pumps.

Thank you for your continued use of KSB products. We value you as a customer. Should there be anything with which we can assist you, and if Barney's Pumps is not available, please feel free to contact me at the contact information below.

Nick Abbatiello
KSB, Inc.
Southeast Regional Manager -Water Market Area
Cell: 904-643-1973
Email: nick.abbatiello@ksb.com

LOBEPRO
ROTARY PUMPS

January 2, 2025

Re: Barney's Pumps – Sole Source

To whom it may concern:

LobePro Rotary Pumps certifies that Barney's Pumps, 2965 Barney's Pump Place, Lakeland, Florida 33812, Phone 863-665-8500, Fax 863-666-3858, is authorized as a sole distributor to the municipal market in all of Florida except the Panhandle of Florida for LobePro products as defined by LobePro rotary pumps, rotary pump systems, and parts therefore driven by electric motors.

LobePro certifies that Barney's Pumps personnel are authorized to provide services and support for LobePro products.

For further questions, please do not hesitate to contact us.

Regards,

Diane H. Brock
President
LobePro Rotary Pumps
dianeb@lobepro.com

January 2, 2025

Subject: Roots® Authorized Distributor

To Whom It May Concern,

Roots Blowers LLC is pleased to inform you that Barney's Pumps is the only Roots® authorized distributor and sales agent for the industrial and wastewater markets in Florida, except for the Florida panhandle. All Roots® authorized distributors must maintain an inventory of Roots® blowers and parts that meet our customer needs.

Barney's Pumps is also the only Roots® authorized service and warranty center in Florida (excluding the Florida panhandle and vacuum truck market). Their service technicians have been trained and certified by Roots® personnel and must renew their training every two (2) years. Barney's Pumps repairs the blowers with certified Roots® parts to meet factory tolerances. In addition, each blower is tested prior to shipment and warranted by Barney's Pumps. Each year a Roots® employee visits all authorized distributors to insure they continue to meet our high standards of customer service.

Please contact Barney's Pumps at one of the addresses below for all your Roots® blower requirements and rest assured they will provide the product support that you have come to expect from all of the people associated with Roots®. Should you have any questions or concerns about Barney's Pumps, or any of our distributors, you can contact me at 602-509-2587.

Barney's Pump 12080 N.W. 40th St. 3907 Hwy 98 South 113056 Business Park Blvd Coral Springs, FL 33065 Ph. 954-346-0669 Fax: 954-346-0993

Barney's Pump 3907 Hwy 98 South Lakeland, FL 33813 Ph. 863-665-8500 Fax. 863-665-0573

Barney's Pump 113056 Business Park Blvd Jacksonville, FL 32256 Ph. 904-260-0669 Fax. 904-260-4913

We thank you for your continued business. Should you have any questions or concerns, please feel free to contact me at 602-509-2587.

Best regards,

Jeff Peterson
Director of Sales, North America

Roots Blowers LLC
900 West Mount Street • Connersville, IN 47331, USA
+1 765.827.9200 • www.RootsBlower.com

BARNEY'S PUMPS

Item or Service	Discount	Delivery Lead Times
Amco	Current Retail Price	6-16 weeks
Aurora Parts	Current Retail Price	Stock - 24 weeks
Aurora Pumps	25%	10 - 34 weeks
BPI Components and Pump Packages	Current Retail Price	At time of quote
BPI Rail System Parts & Accessories	30%	2 - 3 weeks
Cascade Pumps	Current Retail Price	8 – 40 weeks
Fairbanks / Layne Vertiline Parts	Current Retail Price	10 - 24 weeks
Fairbanks / Layne Vertiline Pumps	Current Retail Price	10 - 34 weeks
Finish Thompson Pumps	Current Retail Price	4 - 8 weeks
Flowserve OEM Repair	Current Retail Price	12 - 18 weeks
Flowserve Seals	Current Retail Price	2 - 3 weeks
Howden Turblex	Current Retail Price	Stock - 34 weeks
Howden Spencer	Current Retail Price	Stock - 18 weeks
Hydroflo Packaged Pumping Systems	Current Retail Price	10 - 26 weeks
Hydromatic Parts (Pentair)	32%	Stock - 16 weeks
Hydromatic Pumps (Pentair)	35%	Stock - 20 weeks
KSB Parts	Current Retail Price	Stock - 8 weeks
KSB Pumps	Current Retail Price	Stock - 24 weeks
Lobe Pro Parts	Current Retail Price	4-6 weeks
Lobe Pro Pumps	Current Retail Price	8-10 weeks
Myers Sump Pump	30%	Stock - 4 weeks
National Pump	Current Retail Price	6-24 weeks
Roots Blowers	Current Retail Price	Stock - 34 weeks
Roots Parts	Current Retail Price	Stock - 24 weeks
BPI Labor Rate Sheet	10%	N/A

Pricing Under this Agreement:

- Per manufacturer's current listed price when available.
- If list pricing is not published, Barney's Pumps will tender current retail price available at the time of quotation.

Special Circumstances Pricing:

- Pump Package Components may be provided under this agreement.
- Special Parts not covered under this agreement to be negotiated and quoted separately.

Warranties:

- All equipment sold will be covered under Barney's Pumps standard warranty.
- Any manufacturer warranties exceeding Barney's Pumps' standard warranty shall be passed to Polk County Utilities.

FOB destination for all pricing in this agreement.
All items will ship freight allowed.
Length of this agreement is five years.

BARNEY'S PUMPS

Item or Service	Discount	Delivery Lead Times
Amco	Current Retail Price	6-16 weeks
Aurora Parts	Current Retail Price	Stock - 24 weeks
Aurora Pumps	25%	10 - 34 weeks
BPI Components and Pump Packages	Current Retail Price	At time of quote
BPI Rail System Parts & Accessories	30%	2 - 3 weeks
Cascade Pumps	Current Retail Price	8 – 40 weeks
Fairbanks / Layne Vertiline Parts	Current Retail Price	10 - 24 weeks
Fairbanks / Layne Vertiline Pumps	Current Retail Price	10 - 34 weeks
Finish Thompson Pumps	Current Retail Price	4 - 8 weeks
Flowserve OEM Repair	Current Retail Price	12 - 18 weeks
Flowserve Seals	Current Retail Price	2 - 3 weeks
Howden Turblex	Current Retail Price	Stock - 34 weeks
Howden Spencer	Current Retail Price	Stock - 18 weeks
Hydroflo Packaged Pumping Systems	Current Retail Price	10 - 26 weeks
Hydromatic Parts (Pentair)	32%	Stock - 16 weeks
Hydromatic Pumps (Pentair)	35%	Stock - 20 weeks
KSB Parts	Current Retail Price	Stock - 8 weeks
KSB Pumps	Current Retail Price	Stock - 24 weeks
Lobe Pro Parts	Current Retail Price	4-6 weeks
Lobe Pro Pumps	Current Retail Price	8-10 weeks
Myers Sump Pump	30%	Stock - 4 weeks
National Pump	Current Retail Price	6-24 weeks
Roots Blowers	Current Retail Price	Stock - 34 weeks
Roots Parts	Current Retail Price	Stock - 24 weeks
BPI Labor Rate Sheet	10%	N/A

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FOB destination for all pricing in this agreement.
All items will ship freight allowed.
Length of this agreement is five years.

Agenda Item R.37. 11/18/2025

SUBJECT

Approve Consultant Services Authorization (CSA) 2024-014-04, with Jones Edmunds & Associates, Inc. for the Industrial Wastewater Local Limits Development Assistance project. ($173,186.00 not-to-exceed, one-time expense).

DESCRIPTION

The County Utilities Division administers an Industrial Pretreatment Program (IPP) that must comply with Chapter 62-625, *FAC, Pretreatment Requirements for Existing and Other Sources of Pollution*. The IPP requires pretreatment of industrial waste prior to discharge to one of the county's wastewater treatment facilities to remove components not found in typical domestic wastewater. The current IPP must be updated to define specific Local Limits related to connection by proposed development(s) that would meet appropriate rules within the FAC. The most recent Local Limits Needs Assessment was completed in 2003.

As the county develops, potential industrial customers have approached the County for utility services. Additionally, the permitting process for the Direct Potable Reuse facility in the County's Northwest Regional Utility Service Area requires that the updated information be included in the IPP to further ensure the safety of the DPR source water. To meet regulatory requirements, staff has requested a scope of services for a consultant to prepare a Plan of Study and IPP Local Limits Development documents that will support current and future related operational decisions.

RECOMMENDATION

Request Board approve Consultant Services Authorization 2024-014-04, with Jones Edmunds & Associates, Inc. for the Industrial Wastewater Local Limits Development Assistance project at a not-to-exceed cost $173,186.00.

FISCAL IMPACT

Funding in the amount of $173,186.00 is available in the Environmental Affairs Operating Budget.

CONTACT INFORMATION

Krystal Azzarella
Environmental Affairs Manager
(863) 298-4195
krystalazzarella@polk-county.net <mailto:krystalazzarella@polk-county.net>

POLK COUNTY

Consultant Services Authorization

COPY

Firm	Jones Edmunds & Associates, Inc.
Master Agreement No.	2024-014
CSA No.	2024-014-04
Project Name	Industrial Wastewater Local Limits Development Assistance
Project Description	The consultant will provide professional services including project management, conduct site visits, identify pollutants of concern, prepare plans of study, coordinate field sampling, identify industrial users, and coordinate with FDEP.
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule (if applicable) Exhibit "D"-Insurance Documents
Duration (in days)	This authorization shall be in full force and effect until the Consultant completes all services as identified in Exhibit "A".
Compensation	$ 173,186.00
Special Contract Conditions	NA
Insurance Requirements	Professional Liability
Liquidated Damages	$ 0.00 Per Day
Budget Source/Availability	42011.670536015.5331010 (Environmental Affairs Operating Budget)

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:_____
Chairman
Board of County Commissioners

Review as to form and legal sufficiency

_____
County Attorney's Office Date

Attest:

Corporate Secretary

SEAL

Date: 10/10/25

JONES, EDMUNDS & ASSOCIATES, INC. CORPORATE SEAL 1974 FLORIDA

Jones Edmunds & Associates, Inc.
CONSULTANT COMPANY NAME

Authorized Corporate Officer
Stanley F. Ferreira, Jr., PE
President & CEO
[Printed Name and Title]

Date: 10/10/25

Rev: 8/18/15

Exhibit A
Consultant Services Authorization
2024-014-04
Industrial Wastewater Local Limits Development Assistance

Jones Edmunds, (Consultant) entered into a Master Consulting Agreement (Agreement) with Polk County, Florida (County) on January 9, 2024. Pursuant to this Agreement, the County has requested that the Consultant provide certain professional services in support of Industrial Wastewater Local Limits Development Assistance (Project) as further detailed in this Consultant Services Authorization.

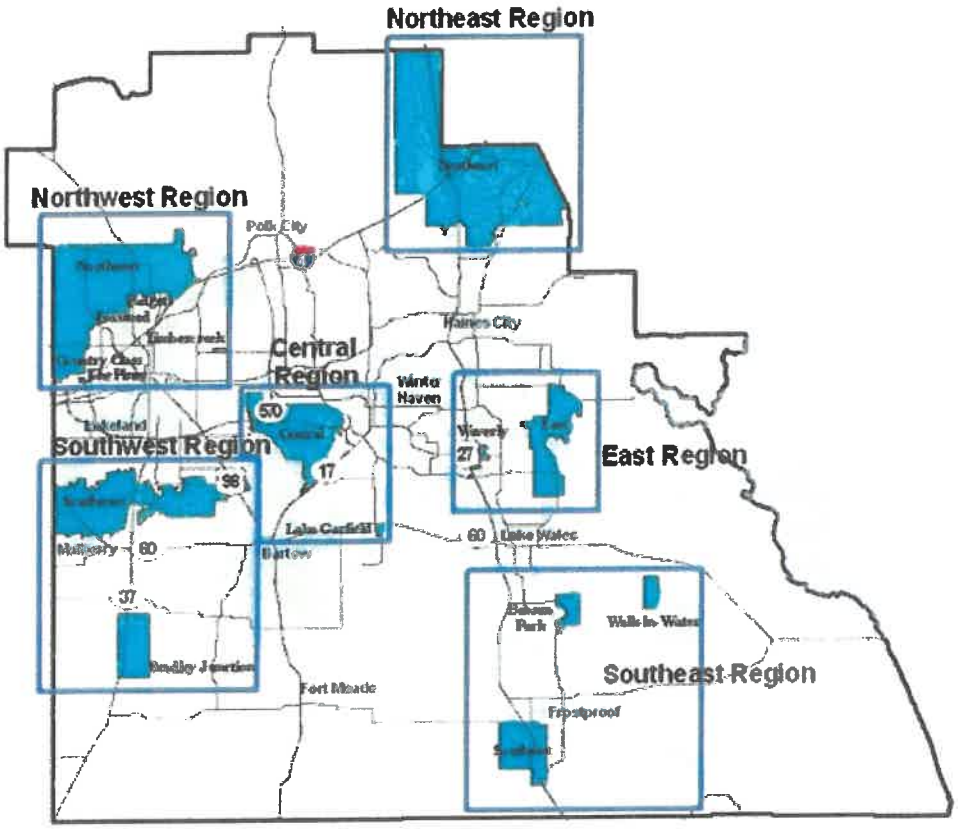
A. Project Background and Description

The County has an Industrial Pretreatment Program (IPP) that must comply with Chapter 62-625, FAC, *Pretreatment Requirements for Existing and Other Sources of Pollution*. The County's program does not currently include any specific Local Limits developed to meet Rule 62-625.400 (3)(a), FAC. A Local Limits Needs Assessment previously conducted by the County determined no existing requirement for developing and implementing Local Limits exists. The IPP instead incorporated by reference the National Categorical Pretreatment Standards. Since the County completed the Local Limits Needs Assessment back in 2003, a potential Industrial User (IU) has approached the County. In addition, the County plans to permit a Direct Potable Reuse (DPR) facility in the Northwest Region. Due to these factors, the County needs to review/update the existing Local Limits Development document and establish Local Limits potentially by collection service area. Therefore, the County determined that preparing a Plan of Study (POS) and an IPP Local Limits Development document with updated data would be beneficial to the County.

The objectives for this Scope of Services are to assist the County in conducting a County-wide evaluation and development of Local Limits for the County 's IPP through the following primary activities:

- Coordinate with the Florida Department of Environmental Protection (FDEP) Domestic Wastewater Industrial Pretreatment Division to reactivate the County's IPP.
- Conduct a County-wide Local Limits Assessment separately evaluating each County wastewater service area depicted on Figure 1, excluding the East Region that is served by the Tohopekaliga Water Authority.

Figure 1 Polk County Utilities Service Areas



The County has established the following order of priority for evaluating its service regions:

1. Northwest (NW) Region.
2. Northeast (NE) Region.
3. Southwest (SW) Region.
4. Central (CR) Region.
5. Southeast (SE) Region.

- Prepare and implement a single POS that covers each service area with potential IUs. The POS will include sampling locations that are determined to represent industrial areas.
- Prepare a Local Limits Development document based on POS findings and the County wastewater treatment facilities' (WWTFs') treatment performance assessment. Present options for IU agreements that would concurrently protect the County 's wastewater infrastructure and related expenses and equitably regulate industries.

The County has requested that the Consultant provide engineering services in support of the Project.

B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services. The Consultant shall ensure that all documents produced by the Consultant or their subconsultants for the County will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other County requirements. This authorization shall be in full force and effect until the Consultant completes all services as described in the Consultant Services Authorization and any subsequent modifications hereto.

Phase 100 – Project Management

Task 101 – Project Management

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the County and Consultant's subconsultants.

Task 102 – Kick-off Meeting and Review Meetings

The Consultant will attend one kickoff meeting with the County. The Consultant will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within three working days of the date of the meeting.

In addition to the Kick-off meeting the Consultant will attend the following meetings with the County:

- Five meetings with the Florida Department of Environmental Protection (FDEP)
- Draft Plans of Study (POS) review
- Data Review and Assessment Draft Technical Memorandum review
- Draft Local Limits Development Document review

Phase 200 – Coordination with FDEP

The Consultant will coordinate with the FDEP Domestic Wastewater Industrial Pretreatment Program staff regarding the submittal of information necessary to reactivate the County's IPP. The coordination will include up to five meetings with FDEP, including an initial meeting

following the completion of Phase 100 to discuss the County's proposed approach for evaluation of the five service areas. Additional meetings with FDEP are expected following development of the POS and proposed Local Limits. Contingency for two additional meetings, as may be needed, is included in project fee as Phase 600.

Phase 300 – Local Limits Needs Assessment, Site Visits, and POC Development

Task 301 – Desktop Local Limits Needs Assessments

Following the Kickoff Meeting and initial FDEP meeting, the Consultant will coordinate with the County in conducting desktop local needs assessments for each of the five County service areas identified above and provide a summary report. The Consultant will use GIS databases of the properties within each service area to identify non-residential properties and the uses of those properties. The goal of this effort will be to establish a detailed listing of the properties that are connected to the PCU wastewater systems and have the potential to be discharging wastewater that could be classified as an industrial wastewater. For service areas that consist of residential properties, no further evaluation will be required. For properties identified as having the potential to be discharging industrial wastewater, the Consultant will obtain 12 months of utility bills for the properties to establish if the properties have the potential to qualify as Significant Industrial Users (SIU) as defined in the County's Industrial Wastewater Pretreatment Policy Manual. Additionally, the Consultant will develop a site inspection checklist that can be used during site visits to the identified non-residential properties that have the potential to be SIUs.

Task 302 – Site Visits

In coordination with County staff, the Consultant will visit each County WWTF that serves the identified non-residential properties to obtain detailed information on the treatment processes at the WWTFs and review operations with County staff.

Separately, in coordination with County staff the Consultant will visit the identified non-residential properties, focusing on those that have the potential to be SIUs and to further assess if their discharged wastewater could be industrial in nature and contain POCs. The Consultant will provide a field visit summary report for the sites visited.

Task 303 – List of POCs Development

Based on the information gathered during the site visits, the Consultant will prepare a list of potential POCs associated with the various non-residential properties within each County service area. The Consultant will schedule a review meeting with the County to discuss the potential POCs within each County service area and collectively arrive at a list of POCs.

Following the review meeting, the Consultant will prepare the final list of POCs within each County service area. This list of POCs will then be incorporated into the POS for each County service area.

Phase 400 – Plans of Study (POS)

Task 401 – POSs Preparation

The Consultant will prepare and finalize a comprehensive POS that incorporates each of the five service areas. The POS will be developed considering knowledge developed from Phase 100 and 300 activities, applicable FDEP requirements, industry standard guidance, and County feedback and approval. Based on the County's priorities for the five service areas, the POS will be developed with the intent for the sampling and testing work associated with the NW and NE Regions to be combined and completed first. The sampling and testing work associated with the SW, CR, and SE Regions will be proposed to be conducted individually next in descending order of County priority.

The Consultant will review the draft POS with the County in a video-conference to finalize sampling locations, sampling methods, sample numbers, parameters to be analyzed, and schedules. The Consultant will finalize each POS following collaboration with the County. With the County's concurrence, the Consultant will submit the POS to FDEP for information and acceptance.

Task 402 – POS Sampling and Testing

The Consultant will coordinate with the County in planning and coordinating the required field sampling and laboratory testing of samples. The County indicated that the field sampling activities will be conducted by County staff, and the Consultant will assist in developing, training, and properly equipping the County sampling team. The County indicated that it would contract directly with Advanced Environmental Laboratories, Inc., for the sample testing services. The Consultant will coordinate with the County to obtain copies of all test results from the laboratory.

The Consultant's Environmental Department will assist with training County sampling staff in the procedures required to properly document the field sampling. The laboratory will complete POS testing, provide laboratory records, and complete analytical tests and reports for evaluation and development of Local Limits Development document(s).

Phase 500 – Data Review and Assessment for Local Limits Development

Task 501 – Data Review and Assessment

The Consultant will perform the following:

- Review existing and new information including the existing pretreatment ordinance, list of potential existing IUs and new industrial discharges, water use records for the IUs, available historical monitoring data, and results from priority pollutant scans performed on the influent and effluent streams from the County's WWTFs.

- Coordinate with the County to develop a list of IU flows.

- Review records and monitoring data collected from the POS implemented in Phase 400.

- Based on monitoring data, calculate removal efficiencies across the WWTFs using mean values and decile statistics.

- Review the discharge monitoring reports (DMRs) for each County WWTF to establish allowable influent levels for parameters that are protective of unit operations and permit compliance. The critical data include average daily influent flows, sludge flows to digestion, sludge flows to disposal, and percent solids data for the various sludge flows.

Task 502 – Local Limits Development

After completing the above tasks, the Consultant will input data into FDEP's *Local Limit Information Development System* (LLIDS) model. Before running any model scenarios, the Consultant will meet by video or conference call with the County to review the various model input data to provide assurance that all parties agree with the data being used and how the modeling effort will be performed.

Following the review meeting, the Consultant will input the reviewed and accepted data into the LLIDS model. For each WWTF, the Consultant will perform multiple model runs:

- All industrial flows.
- Only industrial flows from users with a discharge of non-domestic wastes.

Once the model runs have been completed, the Consultant will evaluate the results and apply professional judgment in assessing each POC and predicted headworks loading limit that is suitably protective of the County's wastewater treatment operations and not unnecessarily restrictive to the industrial dischargers. The results of this evaluation will be the generation of draft recommended uniform Local Limits.

Once draft limits have been estimated, the Consultant will schedule a progress meeting by video or conference call with the County to review the model results, recommendations for updated uniform Local Limits, and information that could be presented in a new development document.

Following the County's decision to continue, the Consultant will develop a draft *Local Limits Development* document. The document will present all LLIDS model inputs and outputs as well as all related supporting information.

The Consultant will submit a draft copy of the development document to the County for review and comments. Based on the County's review of the submitted draft, the Consultant will finalize the *Local Limits Development* document. Once completed, the Consultant will provide the County with five hard copies and an electronic copy of the final *Local Limits Development* document for use and submittal to FDEP.

Phase 600 – Additional Services

The Consultant will remain available to provide additional services, as requested by the County, on an as-needed basis for tasks outside the scope defined herein that support the overall development of the County's IPP. These services will be managed under a contingency.

C. Deliverables

The Consultant shall prepare and submit to the County, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
102	Meetings	Meeting agenda and minutes
200	FDEP Coordination	Meeting agenda and minutes
301	Desktop Assessment	Local Limits Needs Assessment Summary; one (1) electronic copy
301	Desktop Assessment	Site Inspection Checklist; one (1) electronic copy
302	Site Visits	Field Review Summary Report; one (1) electronic copy
303	List of POCs Development	Final List of POCs by County service area; one (1) electronic copy
401	POSs Preparation	Draft and Final POSs for all five services areas; one (1) electronic copy of each
402	POS Sampling and Testing	Field Sampling Protocols; one (1) electronic copy of each
501	Data Review and Assessment	Draft and Final Data Review and Assessment Technical Memorandum; one (1) electronic copy of each
502	Local Limits Development	Draft and Final Local Limits Development Document; one (1) electronic copy of each, five (5) hard copies of final

D. Schedule

Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Consultant Services Authorization and a formal Notice-to-Proceed from the County. The projected schedule for the performance of services described herein, in Gantt Chart format, is included as Attachment A-1. An updated electronic version of the Project schedule in Microsoft Project will be provided to the County within 10 working days from the issuance of the Notice-to-Proceed. Delivery of the schedule may be in other electronic formats so long as they accurately portray the approved scope of services with sufficient detail subject

to staff approval. Should additional time be required beyond the schedule depicted in Attachment A-1, The Consultant will provide an updated Attachment A-1 (schedule) to the Utilities and Procurement Divisions. Following staff approval, the updated Attachment A-1 will be forwarded by Utilities staff to Procurement staff for inclusion in the contract file with no further administration action required for extension.

E. Compensation

This Consultant Services Authorization establishes a not-to-exceed cost of $173,186. Compensation for the services performed under this Consultant Services Authorization shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Master Consulting Agreement 2024-014. Other direct costs or expenses incurred in connection with this Consultant Services Authorization will not be invoiced as these expenses have been accounted for in the rate multiplier associated with the Master Consulting Agreement referenced above. A summary of the estimated labor costs is provided in Attachment A-2 for reference only. Each invoice submittal shall include a tabular summary of the originally estimated labor costs by phase in accordance with Attachment A-2, fees invoiced to date, and the balance remaining per phase. The transfer of funds between defined phases is not permitted unless approved in advance in writing by the County Utilities Director. To request consideration for such a transfer, the Consultant must submit satisfactory written justification to transfer unused funds from phases with completed tasks or tasks clearly tracking under budget to phases with tasks requiring additional funding. In addition, the transfer of funds shall not exceed the total authorized fee for the Project.

The not-to-exceed cost for this Consultant Services Authorization includes contingency funds in the amount of $50,000. The contingency funds authorized for use on this Consultant Services Authorization may only be expended upon written approval from the County's Utilities Director. Adequate justification must be provided by the Consultant for the release of contingency funds. Any out-of-scope services performed requiring the release of contingency funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the County's Utilities Director.

The Consultant will minimally provide a consultant invoice summary with each invoice, based on a mutually agreed-upon breakdown of phases and tasks in Attachment A-2 that reflect the effort and deliverables submitted to the County. The summary will depict the overall phases, associated budgets, amounts invoiced to date, and balance remaining. Invoices for

compensation submitted by the Consultant will include the reviewed and approved consultant invoice summary, an updated Project schedule, notarized affidavits (as applicable), and the monthly status report.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction. In addition, all invoices shall be submitted with the Consultant Services Authorization number, purchase order number, and the Polk County Utilities Project and Records Room numbers on the invoice.

The Consultant agrees that, in the event that design errors and / or omissions are discovered during construction, all services rendered by the Consultant to correct said design errors and / or omissions will be considered out-of-scope services and shall not be invoiced to the County.

F. County's Responsibilities

The County will provide the following information to the Consultant and / or perform the following services related to the Project:

- The County will provide the existing IPP and related data and review and discuss Pollutants of Concern (POC) considering known IUs and possible other industrial dischargers. The County will provide any existing IU agreements, where applicable, for its permitted IUs.
- County will share available information from the formal request provided by the Consultant.

G. Services Not Included

The following services are not included in the Scope of Services for the Project:

1. The Consultant will not perform field sampling or laboratory testing.
2. Engineering design, permitting, or construction services related to pretreatment systems are not included.

3. The Consultant will not provide legal services in regulatory proceedings with FDEP or other agencies.

4. The County will be responsible for any fees such as FDEP application fees.

H. Assumptions

The Scope of Services and compensation arrangement outlined in this Consultant Services Authorization are based on the following assumptions:

1. The Consultant will perform services up to the agreed fee limit. Any additional services or scope changes will require a formal amendment.

2. All parties will adhere to existing confidentiality agreements, and any proprietary information shared will be protected accordingly.

3. Deliverables will be provided in electronic format unless otherwise noted in the scope of services or requested by the County.

4. "As needed" deliverables under Task 600 will be defined collaboratively with the County during project execution.

5. The County will provide necessary data in a timely manner.

The remainder of this page is intentionally left blank.

ATTACHMENT A-1 - SCHEDULE

INDUSTRIAL WASTEWATER LOCAL LIMITS DEVELOPMENT ASSISTANCE
Polk County Utilities
10/3/2025
Jones Edmunds Project No. 95344-193-25

JonesEdmunds

	Start Date	End Date	Number of Days	ENTER MANUALLY - USE DAYS AS A MEANS TO REPRESENT % REMAINING AND COMPLETE	
				Completed	Remaining
Phase 100 - Kickoff Meeting & Project Management	12/1/2025	12/15/2025	14	0	14
Phase 200 - Coordination with FDEP	12/1/2025	5/18/2026	168	0	168
Phase 300 - Local Needs Assessment, Site Visits, and POC Development	12/1/2025	1/12/2026	42	0	42
Phase 400 - Plans of Study	12/1/2025	2/9/2026	70	0	70
Phase 500 - Data Review and Assessment for Local Limits Development	12/1/2025	5/18/2026	168	0	168
Phase 600- Additional Services	12/1/2025	5/18/2026	168	0	168

ATTACHMENT A-2 - FEE ESTIMATE
INDUSTRIAL WASTEWATER PERMITTING ASSISTANCE
Polk County Utilities
10/3/2025
Jones Edmunds Project No. 95344-193-25

JonesEdmunds

	HOURS								COSTS			TOTALS
PHASE	Chief Engineer	Senior Engineer	Engineer Intern	Senior Scientist	Senior GIS Techician	GIS Technician	Admin Assistant	Labor Hours	Labor Fee	Subconsultants	Expenses	
Estimated 2024 Rates	$242	$223	$110	$188	$137	$94	$88					
Phase 100 - Kick-off Meeting and Project Management												
101 - Kick-off Meeting and Data Needs Review	6	6	8		4			24	$4,218	$0	$0	$4,218
102 - Project Management		16					10	26	$4,448	$0	$0	$4,448
Phase 100 Subtotal	**6**	**22**	**8**	**0**	**4**	**0**	**10**	**50**	**$8,666**	**$0**	**$0**	**$8,666**
Phase 200 - Coordination with FDEP	10	20	30					60	$10,180	$0	$0	$10,180
Phase 200 Subtotal	**10**	**20**	**30**	**0**	**0**	**0**	**0**	**60**	**$10,180**	**$0**	**$0**	**$10,180**
Phase 300 - Local Needs Assessment, Site Visits, and POC Development												
301 - Desktop Local Limits Needs Assessments	2	10	20		12	30	4	78	$9,730	$0	$0	$9,730
302 - Site Visits	4	24	50					78	$11,820	$0	$0	$11,820
303 - List of POCs Development	6	20	40				4		$10,664	$0	$0	$10,664
Phase 300 Subtotal	**12**	**54**	**110**	**0**	**12**	**30**	**8**	**156**	**$32,214**	**$0**	**$0**	**$32,214**
Phase 400 - Plans of Study (POS)												
401 - POS Preparation	12	30	60	8				110	$17,698	$0	$0	$17,698
402 - POS Sampling and Testing	4	16	40	16				76	$11,944	$0	$0	$11,944
Phase 400 Subtotal	**16**	**46**	**100**	**24**	**0**	**0**	**0**	**186**	**$29,642**	**$0**	**$0**	**$29,642**
Phase 500 - Data Review and Assessment for Local Limits Development												
501 - Data Review and Assessment	8	30	50					88	$14,126	$0	$0	$14,126
502 - Limits Development	12	50	100		8	16	8	194	$28,358	$0	$0	$28,358
Phase 500 Subtotal	**20**	**80**	**150**	**0**	**8**	**16**	**8**	**282**	**$42,484**	**$0**	**$0**	**$42,484**
Phase 600 - Additional Services (Contingency Allowance)												$50,000
Phase 600 Subtotal												**$50,000**
Project Total - Hours	**64**	**222**	**398**	**24**	**24**	**46**	**26**	**734**				
Project Total - Cost	**$15,488**	**$49,506**	**$43,780**	**$4,512**	**$3,288**	**$4,324**	**$2,288**	**$734**	**$123,186**	**$0**	**$0**	**$173,186**
										TOTAL FEE	**$0**	**$173,186**

Attachment A-2 Schedule
Industrial Wastewater Local Limits Development Assistance
5/30/2026
5/15/2026
4/30/2026
4/15/2026
3/31/2026
3/16/2026
3/1/2026
2/14/2026
1/30/2026
1/15/2026
12/31/2025
12/16/2025
12/1/2025
Phase 100 - Kickoff Meeting & Project Management
Phase 200 - Coordination with FDEP
Phase 300 - Local Needs Assessment, Site Visits, and POC Development
Phase 400 - Plans of Study
Phase 500 - Data Review and Assessment for Local Limits Development
Phase 600- Additional Services

Exhibit "B"

FEE SCHEDULE
Polk County RFP 23-448
Utility Design Services & Regulatory Support Services

Classification	Range of Direct Labor Rates		Range of Hourly Billing Rates	
Project Officer	$ 83	$ 133	$ 253	$ 406
Senior Project Manager	$ 50	$ 103	$ 153	$ 314
Project Manager	$ 51	$ 107	$ 156	$ 326
Chief Engineer or Chief Scientist	$ 66	$ 101	$ 201	$ 308
Senior Engineer	$ 55	$ 99	$ 168	$ 302
Senior Scientist	$ 44	$ 71	$ 134	$ 217
Project Engineer	$ 48	$ 81	$ 146	$ 247
Project Scientist	$ 35	$ 53	$ 107	$ 162
Engineer Intern or Associate Scientist	$ 27	$ 49	$ 82	$ 149
Designer	$ 18	$ 67	$ 55	$ 204
Senior CADD Designer	$ 32	$ 53	$ 98	$ 162
CADD Designer	$ 32	$ 48	$ 98	$ 146
Senior CADD Technician	$ 28	$ 46	$ 85	$ 140
CADD Technician	$ 26	$ 41	$ 79	$ 125
Systems Analyst	$ 54	$ 77	$ 165	$ 235
Senior GIS Analyst or Senior GIS Programmer	$ 31	$ 60	$ 95	$ 183
GIS Analyst or Programmer	$ 24	$ 47	$ 73	$ 143
Senior GIS Technician	$ 19	$ 45	$ 58	$ 137
GIS Technician	$ 18	$ 41	$ 55	$ 125
Senior Database Administrator	$ 30	$ 77	$ 92	$ 235
Database Administrator	$ 30	$ 64	$ 92	$ 195
Environmental Data Analyst	$ 22	$ 36	$ 67	$ 110
Senior Field Technician Environmental	$ 26	$ 43	$ 79	$ 131
Field Technician Environmental	$ 18	$ 41	$ 55	$ 125
Senior Construction Administrator	$ 40	$ 73	$ 122	$ 223
Construction Administrator	$ 39	$ 58	$ 119	$ 177
Senior Field Representative Construction	$ 31	$ 52	$ 95	$ 159
Field Representative Construction	$ 23	$ 41	$ 70	$ 125
Construction Project Coordinator	$ 17	$ 37	$ 52	$ 113
Senior Administrative Assistant	$ 20	$ 70	$ 61	$ 214
Administrative Assistant	$ 17	$ 44	$ 52	$ 134
Senior Technical Editor	$ 42	$ 61	$ 128	$ 186

Net Effective Multiplier capped at 3.05.

LABOR MULTIPLIER CALCULATION
Polk County RFP 23-448
Utility Design Services & Regulatory Support Services

Item	Multiplier
Direct Labor	1.00
Payroll Burden / Fringe Benefits*	0.45
Overhead / General Administrative*	1.55
Subtotal	3.00
Profit (5%)	0.15
Subtotal	3.15
Reimbursable Expenses	0.05
TOTAL CALCULATED MULTIPLIER	3.20
CONTRACT MULTIPLIER (MAXIMUM ALLOWED BY COUNTY)	3.05

** 2022 Jones Edmunds Audited Overhead Rate*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/9/2025

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:** 87605570 **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 ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ 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 ANYPROPRIETOR/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 policies as required by written contract.
Re: CSA 2024-014-04, Industrial Wastewater Local Limits Development Assistance.

CERTIFICATE HOLDER

Polk County, A Political Subdivision of the State of Florida
330 W. Church Street MC #AS05
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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BACKUP DOCUMENTS

POLK COUNTY

REQUEST FOR LEGAL SERVICES

To: **County Attorney's Office- Attention : Tom Norsworthy**

From: Tamara Richardson, P.E. Utilities Director

Division: Utilities

Prepared by: Charles Richards **Phone Number: 863-298-4135**

Date: October 23, 2025

Subject: Approve Consultant Services Authorization (CSA) 2024-014-04, with Jones Edmunds & Associates, Inc. for the Industrial Wastewater Local Limits Development Assistance project. ($173,186.00 not-to-exceed, one-time expense).

BACKGROUND:

The County Utilities Division administers an Industrial Pretreatment Program (IPP) that must comply with Chapter 62-625, *FAC, Pretreatment Requirements for Existing and Other Sources of Pollution*. The IPP requires pretreatment of industrial waste prior to discharge to one of the county's wastewater treatment facilities to remove components not found in typical domestic wastewater. The current IPP must be updated to define specific Local Limits related to connection by proposed development(s) that would meet appropriate rules within the FAC. The most recent Local Limits Needs Assessment was completed in 2003.

As the county develops, potential industrial customers have approached the County for utility services. Additionally, the permitting process for the Direct Potable Reuse facility in the County's Northwest Regional Utility Service Area requires that the updated information be included in the IPP to further ensure the safety of the DPR source water. To meet regulatory requirements, staff has requested a scope of services for a consultant to prepare a Plan of Study and IPP Local Limits Development documents that will support current and future related operational decisions.

REQUESTED ACTION:

Request Board approve Consultant Services Authorization 2024-014-04, with Jones Edmunds & Associates, Inc. for the Industrial Wastewater Local Limits Development Assistance project at a not-to-exceed cost $173,186.00.

Need response no later than **Thursday** **10** **30** **2025**

(day of month) **(month)** **(day)** **(Year)**

APPROVED BY

_____

Tom Norsworthy

For County Attorney office use only: County Attorney

_____ 10/28/25 Date OCT 27 2025

Signature

Assign to : Tom Date _____

County Attorney Project No: 2025-705 Logged out: 10-28-25

Utilities Division -Signature Request/Routing Request

PLEASE REVIEW AND APPROVE THE ENCLOSED DOCUMENTS AND FORWARD AS NOTED BELOW

Board Agenda Track

This item is slated for the (Month) _11_ (Day) _18__ (Year) _2025___ Bocc Meeting

PROJECT TITLE: Approve Consultant Authorization CSA 2024-014-04 with Jones Edmonds & Associates, Inc. for the Industrial Wastewater Local Limits Development Assistant Project. ($173,186.00 not-to-exceed, one-time expense)

PROJECT MANAGER: Krystal Azzarella

Number of original documents enclosed: _____2_____

MUST BE RETURNED BY : ___October 30, 2025_____

- _____ **PROCUREMENT /** Michele Sims: All originals with support are attached for your review and approval. **MICHELE: Please forward this package to the County Attorney offices Attention Jackie Lanfair after signature.**

- ____TN__ **COUNTY ATTORNEY/**Thomas Norsworthy: All originals with support are attached for your review and approval. **JACKIE: Please forward this package to the Deputy County Manager offices, Atten: Stacy Craver, after signature.**

- _____ **DEPUTY CO. MGR. /** John Bhode: All originals with support are attached for your review and approval. **STACY: Please return this entire package back to Charles Richards in the Utilities Division after signature.**

Please email me a quick message to let me know when this package has left your offices to the next party – THANKS!

ATTEN: Charles Richards, Mail Drawer UT01 (Phone: 863-298-4135)

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 #: 2024-014-04 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 10/15/2025 Division: Utilities 10/16/25

Project Manager's Name: Krystal Azzarella Phone #:863-298-4195
Project Name: Industrial Wastewater Local Limits Development Assistance Project

Total Project Budget: $173,186.00 Project #NA – Env Aff Op Budget

Estimate of Construction Cost: $NA - Study

Proposed Consultant: Jones Edmunds & Associates, Inc Fee: $173,186.00

Master Consultant Agreement # 2024-014

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

Approved By: Tamara Richards Date 10-23-25
Division Director/Designee

Procurement Division

Date Received: 10/24/25 Date Reviewed by Analyst: 10/24/25

Approved by: _____
(Procurement Director/Designee)

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

Date Received: _____ Date Reviewed: 10/29/25

Approved by: _____
(County Attorney Office Signature)

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

Date Received: _____ Date Reviewed: 10/29/25

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)

November 18, 2025 Board of County Commissioners Regular Meeting
Agenda Item #

SUBJECT

Approve Consultant Services Authorization (CSA) 2024-014-04, with Jones Edmunds & Associates, Inc. for the Industrial Wastewater Local Limits Development Assistance project. ($173,186.00 not-to-exceed, one-time expense).

DESCRIPTION

The County Utilities Division administers an Industrial Pretreatment Program (IPP) that must comply with Chapter 62-625, *FAC, Pretreatment Requirements for Existing and Other Sources of Pollution*. The IPP requires pretreatment of industrial waste prior to discharge to one of the county's wastewater treatment facilities to remove components not found in typical domestic wastewater. The current IPP must be updated to define specific Local Limits related to connection by proposed development(s) that would meet appropriate rules within the FAC. The most recent Local Limits Needs Assessment was completed in 2003.

As the county develops, potential industrial customers have approached the County for utility services. Additionally, the permitting process for the Direct Potable Reuse facility in the County's Northwest Regional Utility Service Area requires that the updated information be included in the IPP to further ensure the safety of the DPR source water. To meet regulatory requirements, staff has requested a scope of services for a consultant to prepare a Plan of Study and IPP Local Limits Development documents that will support current and future related operational decisions.

RECOMMENDATION

Request Board approve Consultant Services Authorization 2024-014-04, with Jones Edmunds & Associates, Inc. for the Industrial Wastewater Local Limits Development Assistance project at a not-to-exceed cost $173,186.00.

FISCAL IMPACT

Funding in the amount of $173,186.00 is available in the Environmental Affairs Operating Budget.

CONTACT INFORMATION

Krystal Azzarella
Environmental Affairs Manager
(863) 298-4195
krystalazzarella@polk-county.net

Project Checklist

- Project Name: Industrial Wastewater Local Limits Development Assistance
- Project Location: Multiple Regional Utility Service Areas
- Source of Funds: Funding is available in 42011.670536015.5331010 (Environmental Affairs Operating Budget)
- Project Cost Summary: $173,186 not to exceed cost
- Certifications: This request has been reviewed by:

10/16/25

Krystal Azzarella
Environmental Affairs Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, P.E.
Utilities Division Director

Selection Procedure for Consultants with Continuing Contracts

Division: Utilities
Project Manager: Krystal Azzarella
Division Director: Tamara Richardson, PE
Scope: Industrial Wastewater Local Limits Development Assistance
CSA/CPO CSA 2024-014-04
Date Analysis Performed October 15, 2025

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)
AtkinsRéalis USA, Inc.	Y	Y	Y	N	Y
Black & Veatch Corp	Y	Y	Y	N	Y
Carollo Engineers, Inc.	Y	Y	Y	N	Y
CHA Consulting, Inc. (FKA Reiss Engineering, Inc.)	Y	Y	Y	Y	Y
Chastain-Skillman, Inc.	Y	Y	Y	Y	Y
CivilSurv Design Group Inc.	Y	Y	Y	Y	Y
Dewberry Engineers, Inc.	Y	Y	Y	Y	Y
Halff Associates, Inc.	Y	Y	Y	N	Y
Hazen and Sawyer, P.C.	Y	Y	Y	N	Y
Jones Edmunds & Assoc.	Y	Y	Y	Y	Y
Kennedy/Jenks Consultants, Inc.	Y	Y	Y	N	Y
Pennoni & Associates, Inc.	Y	Y	Y	Y	Y
Rummel, Klepper, and Kahl, LLP	Y	Y	Y	Y	Y
Tetra Tech, Inc.	Y	Y	Y	N	Y
Wright-Pierce, Inc.	Y	Y	Y	Y	Y

State justification for each firm not elevated and why:
NA

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)
Black & Veatch Corp	Y	Y
AtkinsRéalis USA, Inc.	Y	Y
Black & Veatch Corp	Y	Y
Carollo Engineers, Inc.	Y	Y
CHA Consulting, Inc. (FKA Reiss Engineering, Inc.)	Y	Y
Chastain-Skillman, Inc.	Y	Y
CivilSurv Design Group Inc.	Y	Y
Dewberry Engineers, Inc.	Y	Y
Halff Associates, Inc.	Y	Y
Hazen and Sawyer, P.C.	Y	Y
Jones Edmunds & Assoc.	Y	Y
Kennedy/Jenks Consultants, Inc.	Y	Y
Pennoni & Associates, Inc.	Y	Y
Rummel, Klepper, and Kahl, LLP	Y	Y
Tetra Tech, Inc.	Y	Y
Wright-Pierce, Inc.	Y	Y

State justification for each firm not elevated and why:
NA.

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)
Dewberry Engineers, Inc.	$ 1,809,100	N
Black & Veatch Corp	$ 1,543,535	N
Kennedy/Jenks Consultants, Inc.	$ 833,804	N
Carollo Engineers, Inc.	$ 440,654	N
Wright-Pierce, Inc.	$ 307,381	N
Tetra Tech, Inc.	$ 291,448	N
CivilSurv Design Group Inc.	$ 220,908	N
Rummel, Klepper, and Kahl, LLP	$ 213,750	N
Hazen and Sawyer, P.C.	$ 197,390	N
Halff Associates, Inc.	$ 157,202	N
AtkinsRéalis USA, Inc.	$ 130,143	N
Jones Edmunds & Assoc.	$ 118,162	Y
CHA Consulting, Inc. (FKA Reiss Engineering, Inc.)	$ 113,885	N
Pennoni & Associates, Inc.	$ 69,000	N
Chastain-Skillman, Inc.	$ 42,722	N

Step 4:

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

Dewberry, B&V, K/J, Carollo, W-P, Tetra Tech, CivilSurv, RK&K, Hazen, Halff, Atkins all have more contract awards during this contract period compared to Jones Edmunds. CSA for Holly Hill LFA Blending Study was just awarded to CHA. Chastain is heavily involved in the SE Wellfield pipeline work and has limited resources. Pennoni is providing aerial imagery support. JEA provides Environmental Managemetn Plan Support and is also working on a related Industrial Wastewater Permitting task. JEA has the experience, expertise, and available personnel to provide the services; in the best interest of the County, JEA was selected to provide the services for this project.

Step 5:

Based on the procedures and step analysis above, Jones Edmunds & Assoc. is selected.

Richards, Charles

From: St. Jean, Mitch
Sent: Thursday, October 23, 2025 12:56 PM
To: Richards, Charles
Cc: Azzarella, Krystal; Richardson, Tamara; Phillips, Eric
Subject: RE: Insurance Verification for CSA 2024-014-04 with Jones Edmunds & Associates

Good afternoon,

Yes, the certificate of insurance provided is in accordance with our requirements.

Thanks,

Mitch St. Jean, CWCL
Safety & Claims Administrator

POLK COUNTY

Polk County Board of County Commissioners
Risk Management Division
P. O. Box 9005, Drawer AS06
Bartow, FL 33831
Ph: 863-534-5268
Fax: 863-519-4726
mitchstjean@polk-county.net

From: Richards, Charles <CharlesRichards@polk-county.net>
Sent: Thursday, October 23, 2025 12:04 PM
To: St. Jean, Mitch <mitchstjean@polk-county.net>
Cc: Azzarella, Krystal <KrystalAzzarella@polk-county.net>; Richardson, Tamara <TamaraRichardson@polk-county.net>; Phillips, Eric <EricPhillips@polk-county.net>
Subject: Insurance Verification for CSA 2024-014-04 with Jones Edmunds & Associates

HI Mitch,
Please review the insurance on the last page of the contract and confirm the insurance meets county requirements.

Charles Richards
Customer Service/Finance Manager
Polk County Utilities
863-298-4135

Agenda Item R.38. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Britt's Land Clearing, Inc.

DESCRIPTION

Britt's Land Clearing, Inc is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Britt's Land Clearing, Inc as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Tracy L Britt - Britts Land Clearing Inc Date: 08-30-2025

Status	Brief Description of Application Requirements
☐ Met; ☐ Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☐ Met; ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☐ Met; ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☐ Met; ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c)
☐ Met; ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☐ Met; ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☐ Met; ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☐ Met; ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
☐ Met; ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☐ Met; ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i)
☐ Met; ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j)
☐ Met; ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

DRAFT

Britt's Land Clearing, Inc.
2823 Fox Run Drive
Lake Wales, FL. 33898
863-949-6974

October 23, 2025

To whom it may concern:

As of the date of the correspondence stated above, Britt's Land Clearing, Inc, as well as its Managing Member/Owner, Tracy L Britt, has never had involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases are applicable to its principals, partners, and officers.

I, _____ Owner of Britt's Land Clearing, Inc., do attest the above statement to be true and correct.

State Florida, County of Polk. The foregoing instrument was acknowledged before me this 23rd day of October, 2025, by Tracy L Britt, who is personally known to me and who has provided a State of Florida Driver License as identification.

_____
Notary Public Signature

Elizabeth A. Sullivan
Printed Name of Notary Public

HH690030 / 10-18-2029
Notary Commission Number / Expiration

ELIZABETH ANNE SULLIVAN
NOTARY PUBLIC
MY COMMISSION EXPIRES 10-18-2029
STATE OF FLORIDA
COMMISSION NUMBER HH 690030

Britt's Land Clearing, Inc.
2823 Fox Run Drive
Lake Wales, FL. 33898
863-949-6974

September 24, 2025

Polk County Solid Waste Division
10 Environmental Loop S
Winter Haven, FL 33880

RE: Commercial Franchise Application

To Whom it May Concern,

Attached please find a completed Commercial Collection Service Franchise Application for Britt's Land Clearing, Inc. The applicants are the owners of the business and are as follows:

Tracy L Britt, President
Tonda K Britt, Vice President

Britt's Land Clearing is authorized to do business within the State of Florida and is in good standing with the Department of State. This Florida corporation was formed on 12/07/2005. The primary operations of the business consist of land clearing, a retail landscaping supplies store, dump truck services, and most recently dumpster rentals / waste removal. The dumpster rental service started in the fall of 2023 and primarily serves Polk County, FL.

Our drivers and office staff are familiar with the materials that are prohibited to be disposed of at the Polk County Landfill facility and take careful measures to explain the rules to our dumpster rental customers.

I appreciate your time and consideration in this matter. If you have any further questions, please feel free to contact me at 863-528-5091.

Thank you,

Tracy L Britt, President
Britt's Land Clearing, Inc.

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
BRITT'S LAND CLEARING INC.

Filing Information

Document Number	P05000160789
FEI/EIN Number	20-3981547
Date Filed	12/07/2005
State	FL
Status	ACTIVE

Principal Address

2823 FOX RUN DRIVE
LAKE WALES, FL 33898-0803

Mailing Address

2823 FOX RUN DRIVE
LAKE WALES, FL 33898-0803

Registered Agent Name & Address

BRITT, TRACY L
2823 FOX RUN DRIVE
LAKE WALES, FL 33898-0803

Officer/Director Detail

Name & Address

Title P

BRITT, TRACY L
2823 FOX RUN DRIVE
LAKE WALES, FL 33898-0803

Title V

BRITT, TONDA K
2823 FOX RUN DRIVE
LAKE WALES, FL 33898-0803

Annual Reports

Report Year	Filed Date
2023	03/25/2023

2024	03/01/2024
2025	03/17/2025

Document Images

03/17/2025 -- ANNUAL REPORT	View image in PDF format
03/01/2024 -- ANNUAL REPORT	View image in PDF format
03/25/2023 -- ANNUAL REPORT	View image in PDF format
04/06/2022 -- ANNUAL REPORT	View image in PDF format
03/31/2021 -- ANNUAL REPORT	View image in PDF format
04/28/2020 -- ANNUAL REPORT	View image in PDF format
04/09/2019 -- ANNUAL REPORT	View image in PDF format
04/02/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
04/27/2015 -- ANNUAL REPORT	View image in PDF format
04/26/2014 -- ANNUAL REPORT	View image in PDF format
04/24/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
04/09/2011 -- ANNUAL REPORT	View image in PDF format
04/01/2010 -- ANNUAL REPORT	View image in PDF format
04/20/2009 -- ANNUAL REPORT	View image in PDF format
05/01/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
12/07/2005 -- Domestic Profit	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2025

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

State Farm

LACY MC CLINTOCK, AGENT
STATE FARM INSURANCE CO
600 3RD ST SW
WINTER HAVEN FL 33880

CONTACT NAME: JULIE TRAMMELL
PHONE (A/C, No, Ext): 863-294-3580 FAX (A/C, No): 863-299-6505
E-MAIL ADDRESS: JULIE@TEAMLACY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Florida Insurance Company	10739
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

TRACY BRITT dba BRITTS LANDSCAPING SUPPLIES
BRITT'S LANDCLEARING INC.
2823 FOX RUN DR
LAKE WALES FL 33898

COVERAGES **CERTIFICATE NUMBER:** **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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X COMMERCIAL BUSINESS POLICY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	98-CD-Q665-9 B	12/06/2024	12/06/2025	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 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

CERTIFICATE HOLDER

Polk County, A Political Subdivision of the State of Florida
330 W CHURCH ST
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

Julie A Trammell AZ67515

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OneBeacon
INSURANCE

Policyholder: **Owner-Operator Independent Drivers Association, Inc. Insurance Trust**

Effective Date of Endorsement: **June 1, 2007**

Policy Number: **216-000-002**

WORKERS' COMPENSATION INDEMNIFICATION ENDORSEMENT

It is hereby understood and agreed that, if an **Insured Person** is determined by a court of law or a state regulatory agency to be covered under Workers' Compensation for a **Covered Loss**, any benefits for which the **Insured Person** is eligible under this **Policy** are payable to the party who is liable for Workers' Compensation benefits or its designee. The **Insured Person** shall not be entitled to receive benefits under this Endorsement. For purposes of this Endorsement, item 11 of the GENERAL EXCLUSIONS Section of this Policy shall not apply.

Notwithstanding the foregoing, this Endorsement shall not apply: 1) to an **Employee Driver** or to a **Temporary Replacement Driver** who is an employee; or (2) if the party described above is covered under an insurance policy which will indemnify the party for the Workers' Compensation liability or will pay the Workers' Compensation benefits on behalf of the party, commonly referred to in the trucking industry as contingent liability coverage.

Except for the above, this Endorsement does not vary, alter, waive, or extend any of the terms of the **Policy** to which it is attached.

Endorsement No. 1

In Witness Whereof. We have caused this Endorsement to be executed and attested, and, if required by state law, this Endorsement shall not be valid unless countersigned by our authorized representative.

Dennis R. Smith, Secretary
OneBeacon America Insurance Company

Michael Miller, President & CEO
OneBeacon America Insurance Company

PROOF OF INSURANCE

Issue Date: **09/18/2025** (MM/DD/YYYY)

Producer
OWNER-OPERATOR SERVICES. INC.

PO BOX 1000

GRAIN VALLEY MO 64029-1000

Insured
BRITT, TRACY L

2823 FOX RUN DR

LAKE WALES FL 33898-0803

This form is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend, or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

A Atlantic Specialty Insurance Co.

B

C

COVERAGES 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 form may be issued or pertain.
The insurance afforded by the policies describe herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits
	General Liability __ Commercial General Liability __ Claims Made __ Occur. __ Owner's & Contractor's Prot. __ _____				General Aggregate $ Products-Comp/Ops Aggregate $ Personal & Advertising Injury $ Each Occurence $ Fire Damage (any one file) $ Medical Expense (any one person) $
	Automobile Liability __ Any Auto __ All Owned Autos __ Scheduled Autos __ Hired Autos __ Non-Owned Autos __ Garage Liability				Combined Single Limit $ Bodily Injury (per person) $ Bodily Injury (per accident) $ Property Damage $
A	**Other** INDEPENDENT TRUCKERS OCCUPATIONAL ACCIDENT INSURANCE **Exclusion:**	**Master Policy:** 216-000-002 1223326	**10/24/2014**	CONTINUOUS UNTIL CANCELLED	$ 1,000,000 COMBINED SINGLE LIMIT $ 2,000,000 AGGREGATE LIMIT $ 0 DEDUCTIBLE

Description of Operations/Locations/Vehicles/Restrictions/Special Terms

ALL COVERAGE IS SUBJECT TO THE ACTUAL INSURING AGREEMENTS, EXCLUSIONS, AND CONDITIONS OF THE MASTER POLICY.

WITH WORKER'S COMPENSATION INDEMNIFICATION ENDORSEMENT
(WORKER'S COMPENSATION INDEMNIFICATION ENDORSEMENT ATTACHED)

INTERESTED PARTY

POLK COUNTY WASTE MANAGEMENT >
AND RECYCLING
3131 K VILLE AVE

AUBURNDALE FL 33823-9303

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the Interested Party named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

Dari Russell

OneBeacon
INSURANCE

Policyholder: **Owner-Operator Independent Drivers Association, Inc. Insurance Trust**

Effective Date of Endorsement: **June 1, 2007**

Policy Number: **216-000-002**

WORKERS' COMPENSATION INDEMNIFICATION ENDORSEMENT

It is hereby understood and agreed that, if an **Insured Person** is determined by a court of law or a state regulatory agency to be covered under Workers' Compensation for a **Covered Loss**, any benefits for which the **Insured Person** is eligible under this **Policy** are payable to the party who is liable for Workers' Compensation benefits or its designee. The **Insured Person** shall not be entitled to receive benefits under this Endorsement. For purposes of this Endorsement, item 11 of the GENERAL EXCLUSIONS Section of this Policy shall not apply.

Notwithstanding the foregoing, this Endorsement shall not apply: 1) to an **Employee Driver** or to a **Temporary Replacement Driver** who is an employee; or (2) if the party described above is covered under an insurance policy which will indemnify the party for the Workers' Compensation liability or will pay the Workers' Compensation benefits on behalf of the party, commonly referred to in the trucking industry as contingent liability coverage.

Except for the above, this Endorsement does not vary, alter, waive, or extend any of the terms of the **Policy** to which it is attached.

Endorsement No. 1

In Witness Whereof, We have caused this Endorsement to be executed and attested, and, if required by state law, this Endorsement shall not be valid unless countersigned by our authorized representative.

Dennis R. Smith, Secretary
OneBeacon America Insurance Company

Michael Miller, President & CEO
OneBeacon America Insurance Company

AH 226 OA OOIDA 06 07

PROOF OF INSURANCE

Issue Date: **09/10/2025** (MM/DD/YYYY)

Producer
OWNER-OPERATOR SERVICES, INC.

PO BOX 1000

GRAIN VALLEY MO 64029-1000

Insured
SULLIVAN, ELIZABETH ANNE

3113 S COUNTRY CLUB DR

AVON PARK FL 33825-8690

This form is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend, or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

A Atlantic Specialty Insurance Co.

B

C

COVERAGES 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 form may be issued or pertain.
The insurance afforded by the policies describe herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits
	General Liability __ Commercial General Liability __ Claims Made __ Occur. __ Owner's & Contractor's Prot. __ _____				General Aggregate $ Products-Comp/Ops Aggregate $ Personal & Advertising Injury $ Each Occurence $ Fire Damage (any one file) $ Medical Expense (any one person) $
	Automobile Liability __ Any Auto __ All Owned Autos __ Scheduled Autos __ Hired Autos __ Non-Owned Autos __ Garage Liability				Combined Single Limit $ Bodily Injury (per person) $ Bodily Injury (per accident) $ Property Damage $
A	**Other** INDEPENDENT TRUCKERS OCCUPATIONAL ACCIDENT INSURANCE **Exclusion:**	**Master Policy:** 216-000-002 1560446	**09/10/2025**	CONTINUOUS UNTIL CANCELLED	$ 1,000,000 COMBINED SINGLE LIMIT $ 2,000,000 AGGREGATE LIMIT $ 0 DEDUCTIBLE

Description of Operations/Locations/Vehicles/Restrictions/Special Terms

ALL COVERAGE IS SUBJECT TO THE ACTUAL INSURING AGREEMENTS, EXCLUSIONS, AND CONDITIONS OF THE MASTER POLICY.

WITH WORKER'S COMPENSATION INDEMNIFICATION ENDORSEMENT
(WORKER'S COMPENSATION INDEMNIFICATION ENDORSEMENT ATTACHED)

INTERESTED PARTY

POLK COUNTY WASTE MANAGEMENT > AND RECYCLING
3131 K VILLE AVE

AUBURNDALE FL 33823-9303

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the Interested Party named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

Dari Russell

OneBeacon
INSURANCE

Policyholder: **Owner-Operator Independent Drivers Association, Inc. Insurance Trust**

Effective Date of Endorsement: **June 1, 2007**

Policy Number: **216-000-002**

WORKERS' COMPENSATION INDEMNIFICATION ENDORSEMENT

It is hereby understood and agreed that, if an **Insured Person** is determined by a court of law or a state regulatory agency to be covered under Workers' Compensation for a **Covered Loss**, any benefits for which the **Insured Person** is eligible under this **Policy** are payable to the party who is liable for Workers' Compensation benefits or its designee. The **Insured Person** shall not be entitled to receive benefits under this Endorsement. For purposes of this Endorsement, item 11 of the GENERAL EXCLUSIONS Section of this Policy shall not apply.

Notwithstanding the foregoing, this Endorsement shall not apply: 1) to an **Employee Driver** or to a **Temporary Replacement Driver** who is an employee; or (2) if the party described above is covered under an insurance policy which will indemnify the party for the Workers' Compensation liability or will pay the Workers' Compensation benefits on behalf of the party, commonly referred to in the trucking industry as contingent liability coverage.

Except for the above, this Endorsement does not vary, alter, waive, or extend any of the terms of the **Policy** to which it is attached.

Endorsement No. 1

In Witness Whereof, We have caused this Endorsement to be executed and attested, and, if required by state law, this Endorsement shall not be valid unless countersigned by our authorized representative.

Dennis R. Smith, Secretary
OneBeacon America Insurance Company

Michael Miller, President & CEO
OneBeacon America Insurance Company

PROOF OF INSURANCE

Issue Date: **09/10/2025** (MM/DD/YYYY)

Producer
OWNER-OPERATOR SERVICES, INC.

PO BOX 1000

GRAIN VALLEY MO 64029-1000

Insured
CHACON, MICHAEL J JR

1992 CHICKASAW BLVD

DAVENPORT FL 33837-1458

This form is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend, or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

A Atlantic Specialty Insurance Co.

B

C

COVERAGES 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 form may be issued or pertain.
The insurance afforded by the policies describe herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits
	General Liability __ Commercial General Liability __ Claims Made __ Occur. __ Owner's & Contractor's Prot. __ _____				General Aggregate $ Products-Comp/Ops Aggregate $ Personal & Advertising Injury $ Each Occurence $ Fire Damage (any one file) $ Medical Expense (any one person) $
	Automobile Liability __ Any Auto __ All Owned Autos __ Scheduled Autos __ Hired Autos __ Non-Owned Autos __ Garage Liability				Combined Single Limit $ Bodily Injury (per person) $ Bodily Injury (per accident) $ Property Damage $
A	**Other** INDEPENDENT TRUCKERS OCCUPATIONAL ACCIDENT INSURANCE **Exclusion:**	**Master Policy:** 216-000-002 1560447	09/10/2025	CONTINUOUS UNTIL CANCELLED	$ 1,000,000 COMBINED SINGLE LIMIT $ 2,000,000 AGGREGATE LIMIT $ 0 DEDUCTIBLE

Description of Operations/Locations/Vehicles/Restrictions/Special Terms

ALL COVERAGE IS SUBJECT TO THE ACTUAL INSURING AGREEMENTS, EXCLUSIONS, AND CONDITIONS OF THE MASTER POLICY.

WITH WORKER'S COMPENSATION INDEMNIFICATION ENDORSEMENT
(WORKER'S COMPENSATION INDEMNIFICATION ENDORSEMENT ATTACHED)

INTERESTED PARTY

POLK COUNTY WASTE MANAGEMENT >
AND RECYCLING
3131 K VILLE AVE

AUBURNDALE FL 33823-9303

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the Interested Party named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

Dari Russell

September 24, 2025

Polk County Solid Waste Division
10 Environmental Loop S
Winter Haven, FL. 33880

RE: Affidavit – Judgments / Liens

To Whom it May Concern:

I, Tracy L Britt, am the owner / President of Britt's Land Clearing, Inc. Please accept this affidavit confirming the following:

- There are no unsatisfied judgments pending against Britt's Land Clearing, Inc.
- There are no liens of record filed by the IRS or any State in the USA against Britt's Land Clearing, Inc.
- That Britt's Land Clearing and its staff will comply with all ordinance requirements and applicable laws.

I appreciate your time and consideration in this matter. If you have any further questions, please feel free to contact me at 863-528-5091.

Dated the 24th day of September, 2025

Signature of Sworn Person

Tracy L Britt, president
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 24th day of September, 2025 by Tracy L Britt, who is personally known to me and has produced a Florida Driver License as identification.

Notary Public Signature

Elizabeth Anne Sullivan
Printed Name of Notary Public

Exp 10-16-2025 / #HH 690030
Notary Commission Number / Expiration

ELIZABETH ANNE SULLIVAN
NOTARY PUBLIC
MY COMMISSION EXPIRES 10-18-2029
STATE OF FLORIDA
COMMISSION NUMBER HH 690030

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Britt's Land Clearing, Inc.

FOR YEAR 2025-2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Rented			X		20	X		20-01-23
			X		20	X		20-02-23
			X		20	X		20-03-23
			X		20	X		20-04-23
			X		20	X		20-05-23
			X		20	X		20-06-23
			X		20	X		20-07-23
			X		20	X		20-08-23
			X		20	X		20-09-23
			X		20	X		20-10-24
			X		20	X		20-11-24
			X		20	X		20-12-24
			X		20	X		20-13-24
			X		20	X		20-14-24
			X		20	X		20-15-24
			X		20	X		20-16-24

1254

REVISED 08/2014

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Britt's Land Clearing, Inc.

FOR YEAR 2025-2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Rented			X		20	X		20-17-24
			X		20	X		20-18-24
			X		20	X		20-19-24
			X		20	X		20-20-25
			X		20	X		20-21-25
			X		20	X		20-22-25
			X		20	X		20-23-25

1255

REVISED 08/2014

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Britt's Land Clearing, Inc.

FOR YEAR 2025-2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Rental			X		7	X		7/1/2023
			X		13	X		13-01-25
			X		15	X		15-01-23
			X		15	X		15-02-23
			X		15	X		15-03-23

1256

REVISED 08/2014

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Britt's Land Clearin

FOR YEAR 2025 - 2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
Freightliner	M2	2023	RO	20	26000	3ALACWFC8PDUM7679
Freightliner	M2	2025	RO	20	26000	1FVACWFC4SHWD4884

1257

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 177568 **CLASS: A** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
TRACY L BRITT	24218 HWY 27 LAKE WALES

BUSINESS NAME AND MAILING ADDRESS

BRITTS LAND CLEARING INC
BRITTS LAND CLEARING INC
2823 FOX RUN DRIVE
LAKE WALES, FL 33898-0803

CODE	ACTIVITY TYPE
440000	LTD RETAIL TRADE

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3507355 09/05/2025 OPY **OLP 31.50** **BRITTS LAND CLEARING INC**

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Tracy L Britt who, first being duly sworn, on oath deposes and states, as follows:

1) He is President, Britts Land Clearing Inc, a S corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Britts Land clearing.

4) There are no liens of record filed by the Internal Revenue Service against Britts Land Clearing.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Britts land clearing

6) Tracy L Britt acknowledges and consents that the County shall have the right to inspect Britts land clearing vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Britts land Clearing has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term Britts land Clearing will continue to comply with the same. 1 year

Further the affiant sayeth not.

Dated the 30 TH day of August, 2025

Sworn Person Signature

Tracy L Britt
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 30 TH day of August, 2025, by Tracy L Britt, who is either ☐ personally known to me; or ☒ has produced FL DLIC as identification.

Notary Public Signature

Elizabeth A. Sullivan
Printed Name of Notary Public

10-18-2025 HH690030
Notary Commission Number/Expiration

ELIZABETH ANNE SULLIVAN NOTARY PUBLIC MY COMMISSION EXPIRES 10-18-2029 STATE OF FLORIDA COMMISSION NUMBER HH 690030

(AFFIX NOTORIAL SEAL)

INDEMNITY

WHEREAS, THE UNDERSIGNED Tracy L. Britt (the "Undersigned"), is the President of Britts Land Clearing, Inc (the "President"), a S Corporation,

WHEREAS, the Britts Land Clearing Inc is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Britts Land Clearing Inc

NOW, THEREFORE, in consideration of the benefits accruing to the Britts Land Clearing and for other good and valuable consideration, the Undersigned, by and on behalf of the Britts Land Clearing, Inc does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Britts Land Clearing Inc, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Britts Land Clearing Inc this 30th day of August, 2025

ATTEST:

By: _____

Tracy L Britt

[Printed Name, Title]

Elizabeth Anne Sullivan

a Notary Public

By: _____

Elizabeth A. Sullivan

[Printed Name, Title]

SEAL

ELIZABETH ANNE SULLIVAN
NOTARY PUBLIC
MY COMMISSION EXPIRES 10-18-2029
STATE OF FLORIDA
COMMISSION NUMBER HH 690030

DEPARTMENT OF Solid Waste, POLK COUNTY FLORIDA No 97797

RECEIVED FROM Britts Land Clearing INC Date 9/23 20 25

FUND	COST CENTER	ACCOUNT	PROJECT

FOR: New franchise $ 750.00

$

$

$

CASH ☐ _____ BY: _____

CHECK ☒ 16431 TOTAL $ 750.00

REVISED 05/12

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER. HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

16431

BRITTS LAND CLEARING INC
2823 FOX RUN DR.
LAKE WALES, FL 33898
(863) 949-6974

MIDFLORIDA CREDIT UNION
Lakeland, Florida 33801
63-7980/2631

9/22/2025

PAY TO THE ORDER OF POLK COUNTY WASTE & RECYCLING $ **750.00

Seven Hundred Fifty and 00/100********** DOLLAR

POLK COUNTY WASTE&RECYCLING
10 ENVIRONMENTAL LOOP S
WINTER HAVEN, FL 33880

MEMO

AUTHORIZED SIGNATURE

COMMERCIAL FRANCHISE APPLICATION FORM

⑈016438⑈ ⑆263179804⑆ 1333790221⑈

BRITTS LAND CLEARING INC.

1643

POLK COUNTY WASTE & RECYCLING

Date	Type	Reference	Original Amt.	Balance Due	9/22/2025 Discount	Payment
9/22/2025	Bill		750.00	750.00		750.00
					Check Amount	750.00

Britt's Land Clearing I COMMERCIAL FRANCHISE APPLICATION FO 750.00

1261

Agenda Item R.39. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by TNT Dumpster Rental & Junk Removal, LLC.

DESCRIPTION

TNT Dumpster Rental & Junk Removal LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by TNT Dumpster Rental & Junk Removal, LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: TNT Dumpster Rental & Junk Removal LLC Date: 10.23.25

Status	Brief Description of Application Requirements
☑ Met; **1.** ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; **2.** ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; **3.** ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; **4.** ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☑ Met; **5.** ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; **6.** ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; **7.** ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; **8.** ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) **Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830**
☑ Met; **9.** ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met **10.** ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☑ Met; **11.** ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☑ Met **12.** ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

DRAFT

Experience and Qualifications – Tyler Jorgensen

Tyler Jorgensen has extensive hands-on experience in solid waste collection and disposal operations. With over 8 years in the industry, he has built a strong reputation for reliability, safety, and customer service.

- **Professional Driving Experience:** Tyler has been driving for Pouncy Sanitation for 8 years, specializing in roll-off truck operations since the age of 18. He is experienced in the safe handling and transportation of dumpsters and solid waste materials.
- **Entrepreneurial Experience:** Co-founded **TNT Disposal** with his fiancée, Taylor Spencer, a local realtor. Together, they provide dumpster rentals and clean-out services for local real estate transactions, property managers, and community clean-up projects.
- **Community Focus:** Works closely with realtors, property managers, and homeowners to support efficient property transitions, rental turnovers, and debris removal.
- **Equipment & Safety Knowledge:** Skilled in operating roll-off trucks, dumpsters, and related equipment. Knowledgeable in OSHA safety standards, DOT regulations, and best practices for waste handling.
- **Industry Expertise:** Comprehensive understanding of solid waste collection logistics, from route efficiency to customer communication and service delivery.

Tyler's combination of professional driving experience and entrepreneurial leadership in waste management services demonstrates his qualifications to provide reliable, safe, and effective solid waste collection solutions.

TNT Dumpster Rentals and Junk Removal LLC

Date: 10-4-2025

To whom this may concern,

As of the date of the correspondence stated above, TNT Dumpster Rentals and Junk Removal LLC as well as its Managing Member/Owner Tyler Jorgensen has never and is currently not involved in any type of litigation, criminal proceedings, judgements, and or liens including the internal revenue service and all state and or federal government litigation or civil suits or agency enforcement cases.

I, Tyler Jorgensen, MGR\Owner of TNT dumpster rental and junk removal, do attest the above statement to be true and correct.

State Florida County of Polk

The foregoing instrument was acknowledged before me this 04 day of Oct Personally Know or Produced identification X FLDL

Courtney Johnson

COURTNEY JOHNSON
MY COMMISSION #HH720691
EXPIRES: SEP 16, 2029
Bonded through 1st State Insurance

Electronic Articles of Organization
For
Florida Limited Liability Company

L25000113249
FILED 8:00 AM
March 06, 2025
Sec. Of State
kcostello

Article I

The name of the Limited Liability Company is:

TNT DUMPSTER RENTAL & JUNK REMOVAL LLC

Article II

The street address of the principal office of the Limited Liability Company is:

8134 WOODVINE CIRCLE
LAKELAND, FL. 33810

The mailing address of the Limited Liability Company is:

8134 WOODVINE CIRCLE
LAKELAND, FL. 33810

Article III

Other provisions, if any:

DUMPSTER RENTAL AND JUNK REMOVAL

Article IV

The name and Florida street address of the registered agent is:

TYLER JORGENSEN
8134 WOODVINE CIRCLE
LAKELAND, FL. 33810

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: TYLER JORGENSEN

L25000113249
FILED 8:00 AM
March 06, 2025
Sec. Of State
kcostello

Article V

The name and address of person(s) authorized to manage LLC:

Title: MGR
TAYLOR SPENCER
8134 WOODVINE CIRCLE
LAKELAND, FL. 33810

Title: MGR
TYLER JORGENSEN
8134 WOODVINE CIRCLE
LAKELAND, FL. 33810

Article VI

The effective date for this Limited Liability Company shall be:

03/06/2025

Signature of member or an authorized representative

Electronic Signature: TYLER JORGENSEN

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2025

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	CONTACT NAME:		
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : State National Insurance Company, Inc.		12831
INSURED Tyler Jorgensen TNT dumpster rental & junk removal 8134 Woodvine Cir Lakeland, FL 33810	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 071749135 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			NXTCJQ9FJQ-00-GL	04/10/2025	04/10/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NXTCJQ9FJQ-00-GL	04/10/2025	04/10/2026	EACH OCCURRENCE AGGREGATE $	$ 2,000,000.00 $ 2,000,000.00 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Proof of Insurance.

CERTIFICATE HOLDER

Tyler Jorgensen
TNT dumpster rental & junk removal
8134 Woodvine Cir
Lakeland, FL 33810

Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830

LIVE CERTIFICATE

Click or scan to view

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

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The ACORD name and logo are registered marks of ACORD

BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/9/2025 **EXPIRATION DATE:** 10/9/2027

PERSON: TYLER R JORGENSEN **EMAIL:** TAYLORLADD78@GMAIL.COM

FEIN: 334047063

BUSINESS NAME AND ADDRESS:

TNT DUMPSTER RENTAL & JUNK REMOVAL

8134 WOODVINE CIRCLE ,

LAKELAND, FL 33810

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Tyler Sorgensen who, first being duly sworn, on oath deposes and states, as follows:

1) He is T+T Dumpster Rentals + Junk Removal LLC, a Limited Liability Corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Tyler Sorgensen

4) There are no liens of record filed by the Internal Revenue Service against Tyler Sorgensen.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Tyler Sorgensen.

6) Tyler Sorgensen acknowledges and consents that the County shall have the right to inspect Tyler Sorgensen vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Tyler Sorgensen has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term Tyler Sorgensen will continue to comply with the same.

Further the affiant sayeth not.

Dated the 11 day of September, 20 25

Sworn Person Signature

Tyler Sorgensen Owner of TNT Dumpster Rentals + Junk Removal
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 11 day of September, 20 25 by Tyler Sorgensen, who is either ☒ personally known to me; or ☐ has produced _____ as identification.

Notary Public Signature

Chris R. Von Leue
Printed Name of Notary Public

Notary Public Commission Number/Expiration

CHRIS R. VON LEUE
Commission # HH 270004
Expires June 10, 2026

(AFFIX NOTORIAL SEAL)

INDEMNITY

WHEREAS, THE UNDERSIGNED Tyler Jorgensen (the "Undersigned"), is the Owner of TNT Dumpster Rentals + Junk Removal (the "_____"), a Limited Liability _____.

WHEREAS, the TNT Dumpster Rentals + Junk Removal LLC is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the TNT Dumpster Rentals + Junk Removal LLC

NOW, THEREFORE, in consideration of the benefits accruing to the TNT Dumpster Rentals + Junk Removal LLC and for other good and valuable consideration, the Undersigned, by and on behalf of the TNT Dumpster Rentals + Junk Removal does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, _____, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the _____ this 11 day of September, 2025.

ATTEST:

By: _____

CHRIS R VON LEDE NOTARY PUBLIC
Commission # HH 270094
Expires June 10, 2026

[Printed Name, Title]

SEAL

Personally known
a _____

By: _____

Tyler Jorgensen Owner
[Printed Name, Title]

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE TNT Dumpster Rentals & Junk Removal LLC

FOR YEAR _____

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY *(CU YD)*	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Rentals	U-dump 14 yard					On call		1
Rentals	U-dump 14 yard					On call		2
Rentals	U-dump 14 yard					On call		3

1272

REVISED 08/2014

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE T&T Dumpster Rentals + Junk Removal LLC

FOR YEAR 2025-2026

OFFICE USE ONLY	
DATE RECEIVED	
DATE TO AUDITING	
ACCEPTED	

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE (RO, REL, FEL, ASL, ETC.)	CAPACITY (CU YD)	VEHICLE SIZE (GVW)	VEHICLE IDENTIFICATION NUMBER
Ford	F250	2017				1FT7W2BT5HED05194

REVISED 08/2014

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 264610 CLASS: A EXPIRES: 09/30/2026

OWNER NAME	LOCATION
TAYLOR MYKENZIE SPENCER	612 WOLF RUN WINTER HAVEN

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
TNT DUMPSTER RENTAL & JUNK REMOVAL 612 WOLF RUN WINTER HAVEN, FL 33880	530000	LTD PROP SALES LEASING EQUIP RENTAL

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3552322 09/30/2025 JEC TAX 39.38 TNT DUMPSTER RENTAL & JUNK REMOVAL

DEPARTMENT OF Solid Waste, POLK COUNTY FLORIDA No 97798

RECEIVED FROM Taylor M. Spencer Date 9/24 20 25

FUND	COST CENTER	ACCOUNT	PROJECT

FOR: New Franchise Fee $ 750.00

T&T Dumpster Removal $

$

$

CASH ☐

CHECK ☒ 3003

BY: Veronica Tuppin-Cotrell

TOTAL $ 750.00

REVISED 05/12

WELLS FARGO BANK 3003

1414 S COMBEE RD LAKELAND, FL 33801 63-751/631

DATE 9-24-25

PAY TO THE ORDER OF Polk County Solid Waste $ 750.00

Seven hundred fifty 00/100 DOLLARS

TAYLOR M SPENCER
9305 ASHFIELD CT
TAMPA FL 33615-1668

Taylor

⑆063107513⑆ 7790497916⑈ 3003

Agenda Item R.40. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Quick Skips dba Florida RemovALL, LLC.

DESCRIPTION

Quick Skips dba Florida RemovALL, LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Quick Skips dba Florida RemovALL, LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: QUICK Skips dba Florida RemovAll Date: 09.29.25

Status	Brief Description of Application Requirements
☒ Met; 1. ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☒ Met; 2. ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☒ Met; 3. ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☒ Met; 4. ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☒ Met; 5. ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☒ Met; 6. ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☒ Met; 7. ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☒ Met; 8. ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) **Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830**
☒ Met; 9. ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☒ Met 10. ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☒ Met; 11. ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☐ Met 12. ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

QUICK SKIPS, LLC dba Florida RemovALL

Industry: Solid Waste Management & Recycling **Location:**
Contact: Minesh Patel 407-923-1850 office@floridaremovall.com

Company Overview: Roll off business currently with 2 trucks. Only providing 10, 20 and 30-yard containers.

Name of Company is Quick Skips, LLC dba Florida Removall

Core Services:

- **List** what **services you**
- **provide**

  • Dumpster Roll off services

  Experience with Solid Waste:

  List your Experience: Been in business for over 2 years and all of our drivers have held CDL licenses for over 10 years.

Identity – See attached Driver's license for Minesh Patel, owner of company.

Evidence to do business in Florida (please see articles of incorporation)

List of Vehicles (2)

2017	Peterbilt	Roll Off	1NPCLP0X1HD450392	P2847H
2009	Kentworth	Roll Off	2NKHLN9X69M254348	P2844H

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
QUICK SKIPS, LLC

Filing Information

Document Number	L23000147951
FEI/EIN Number	92-3303512
Date Filed	03/23/2023
State	FL
Status	ACTIVE

Principal Address

1106 Ayrshire Street
ORLANDO, FL 32803

Changed: 08/04/2025

Mailing Address

1106 Ayrshire Street
ORLANDO, FL 32803

Changed: 08/04/2025

Registered Agent Name & Address

PATEL, MINESH
1106 Ayshire Street
ORLANDO, FL 32803

Address Changed: 08/04/2025

Authorized Person(s) Detail

Name & Address

Title MGR

PATEL, MINESH
1106 Ayrshire Street
ORLANDO, FL 32803

Annual Reports

Report Year	Filed Date
2024	01/22/2024
2025	01/14/2025
2025	08/04/2025

Document Images

08/04/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/14/2025 -- ANNUAL REPORT	View image in PDF format
01/22/2024 -- ANNUAL REPORT	View image in PDF format
03/23/2023 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2025

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 Guardian Assurance 735 North Thornton Avenue Orlando FL 32803	**CONTACT NAME:** Sophia Kerny **PHONE (A/C, No, Ext):** (407) 300-5603 **FAX (A/C, No):** **E-MAIL ADDRESS:** sophia@insguardian.com
INSURED Quick Skips DBA Florida RemovALL 1010 US HWY 17-92 N Davenport FL 33837	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : RT SPECIALTY INSURER B : Evanston Insurance INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			APP52422250	07/08/2025	07/08/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			APP52422250	09/26/2025	07/08/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Certificate is issued as evidence of insurance per policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Polk County Solid Waste
10 Environmental Loop S
Winter Haven FL 33880

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



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2025

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 925 Partners Insurance 701 Riverside Park Place Suite 202 Jacksonville FL 32204	**CONTACT NAME:** Transportation Division **PHONE (A/C, No, Ext):** 855-925-1200 **FAX (A/C, No):** 904-685-8586 **E-MAIL ADDRESS:** transportation@925partners.com
INSURED QUICSKI-01 Quick Skips LLC 735 N Thornton Ave Orlando FL 32806	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Prime Property & Casualty Insu — 12588 **INSURER B :** Hamilton Select Insurance Inc **INSURER C :** Markel Insurance Company — 38970 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 513635595 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			PC250516520	5/7/2025	5/7/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 300,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ $10,000
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			MWC0226161-02	5/31/2025	5/31/2026	☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory In NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Physical Damage; Comp/Collision			B1180D241877121	5/7/2025	5/7/2026		Ded. $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2017 Peterbilt 1NPCLP0X1HD450392 $100,000
2009 Kenworth 2NKHLN9X69M254348

CERTIFICATE HOLDER

Polk County Solid Waste
10 Environmental Loop S
Winter Haven, FL 33880

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

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POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Quick Skips LLC dba

FOR YEAR 2024/2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
Peterbilt	Truck Roll Off	2017	RO	30 cu yd	74000	1NPCLP0X1HD450392
Kenworth	Truck Roll Off	2009	RO	30 cu yd	74000	2NKHHLN9X69M254348

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REVISED 08/2014

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Quick Skips LLC

FOR YEAR 2025/2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Dumpsters on								
Call only								
see attached								
List								

REVISED 08/2014

Roll-Off Containers

#1001
#1002
#1003
#1004
#1005
#1006
#1007 10 YARD CANS
#2001
#2002
#2021
#2022
#2023
#2024
#2025
#2026
#2027
#2028
#2029
#2030
#2031
#2032
#2033
#2034
#2035
#2036
#2037
#2038
#2039
#2040
#2041
#2042
#2043
#2044
#2045
#2046
#2047 20 YARD CANS
#3001
#3002
#3003
#3004
#3005
#3006

#3007

#3008

#3009

#3010

#3011

#3012

#3013

#3014

#3015

#3016

#3017

#3018

#3019

#3021

#3022

#3023

#3026

#3028 30 YARD CANS

Quick Skips, LLC dba Florida RemovALL
1106 Ayrshire St, Orlando, Fl 32803
Tel: 407-720-0000 email: office@floridaremovall.com

Wednesday, September 24, 2025

To whom it may concern,

As of today, Quick Skips, LLC dba Florida Removall, Minesh Patel have never and is currently not involved in any type of litigation, criminal proceedings, judgements, and or liens including the internal revenue service and all state and or federal government litigation, agency enforcement cases, or civil suits.

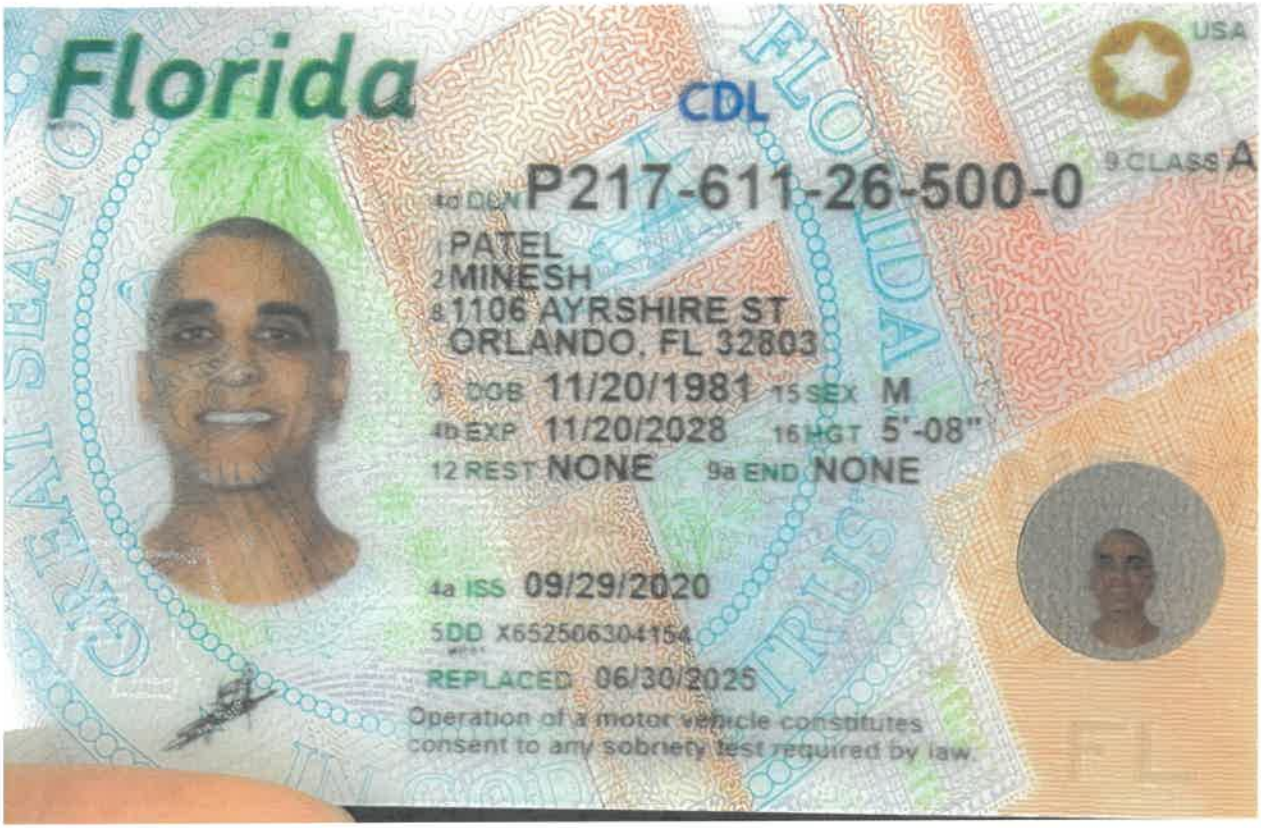
I, Minesh Patel, MGR\Owner of Quick Skips LLC, do attest the above statement to be true and correct.

State Florida County of Polk

The foregoing instrument was acknowledged before me this 26th day of Sept 2025 Personally Know or Produced identification

SHAZEDA KASSIM
Notary Public - State of Florida
Commission # HH 217470
My Comm. Expires Jan 21, 2026

Minesh Patel
9/26/25


Florida
CDL
USA
4d DLN P217-611-26-500-0
9 CLASS A
1 PATEL
2 MINESH
8 1106 AYRSHIRE ST
ORLANDO, FL 32803
3 DOB 11/20/1981
15 SEX M
4b EXP 11/20/2028
16 HGT 5'-08"
12 REST NONE
9a END NONE
4a ISS 09/29/2020
5DD X652506304154
REPLACED 06/30/2025
Operation of a motor vehicle constitutes consent to any sobriety test required by law.
FLORIDA
GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser`s Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser`s Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 264649 **CLASS: B** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
MINESH PATEL	1010 US HIGHWAY 17 92 N DAVENPORT

BUSINESS NAME AND MAILING ADDRESS

QUICK SKIPS, LLC
QUICK SKIPS, LLC
1106 AYRSHIRE ST
ORLANDO, FL 32803

CODE **ACTIVITY TYPE**
530115 **RENTAL SERVICE**

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 - 3554964 10/01/2025 LLM **TAX 72.19** **QUICK SKIPS, LLC**

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF ~~Orange~~ Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Minesh Patel who, first being duly sworn, on oath deposes and states, as follows:

1) He is manager, a Florida corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Quick Skips, LLC ~~Minesh Patel~~.

4) There are no liens of record filed by the Internal Revenue Service against ~~Minesh Patel~~ Quick Skips LLC

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against ~~Minesh Patel~~ Quick Skips LLC

6) ~~Minesh Patel~~ Quick Skips, LLC acknowledges and consents that the County shall have the right to inspect ALL vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, ~~Minesh Patel~~ Quick Skips LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term _____ will continue to comply with the same.

Further the affiant sayeth not.

Dated the September day of 8, 2025

_____
Sworn Person Signature
Minesh Patel
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this _____ day of _____, 20___, by _____, who is either ☒ personally known to me; or ☐ has produced _____ as identification.

Notary Public State of Florida
Kailee Johnsen
My Commission HH 709545
Expires 8/12/2029

(AFFIX NOTORIAL SEAL)

Kailee Johnsen
Notary Public Signature
Kailee Johnsen
Printed Name of Notary Public
709545 / 8/12/2029
Notary Commission Number/Expiration

INDEMNITY

WHEREAS, THE UNDERSIGNED Minesh Patel (the "Undersigned"), is the Manager of Quick Skips LLC (the "_____"), a Florida Company,

WHEREAS, the Manager, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Company

NOW, THEREFORE, in consideration of the benefits accruing to the Company Quick Skips and for other good and valuable consideration, the Undersigned, by and on behalf of the Quick Skips LLC does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Quick Skips LLC _____, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Company this 24th day of July, 2025

ATTEST:

By: [signature]

SHAZEDA KASSIM

[Printed Name, Title] SBS

Quick Skips

a _____

By: [signature]

Minesh Patel

[Printed Name, Title]

AFFIX NOTORIAL SEAL

SHAZEDA KASSIM
Notary Public - State of Florida
Commission # HH 217470
My Comm. Expires Jan 21, 2026

Thank you for your payment!

This service has been provided by Polk County BoCC - Solid Waste, FL and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Polk County BoCC - Solid Waste, FL . The Polk County BoCC - Solid Waste department Thanks You For Your Payment. Credit Card Services provided by Polk County BoCC - Solid Waste department are in connection with POINT & PAY.

Name:	minesh patel
Address:	1106 ayrshire st, orlando FL, US, 32803
Contact:	4079231850
Comments:	

Payment ID:	**183022701**
Date:	09/24/25 01:07 PM
Subtotal:	$750.00
Fee:	$2.95
Total:	$752.95
Method:	Electronic Check(**********5286)

Item Purchased	Transaction Description	Account	Amount
Landfill Tipping Fees	CTYPolkWsteGOV	new application fee	$750.00

Signature:_____ **Date:**_____/_____/_____

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYPolkWsteGOV* . If you have any questions about the charges please call 1-888-891-6064.

Print Receipt Close Window

Agenda Item R.41. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Andrades Florida LLC.

DESCRIPTION

Andrades Florida LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Andrades Florida LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Andrades Fl Inc LLC Date: 09.29.25

Status	Brief Description of Application Requirements
☒ Met; 1. ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☒ Met; 2. ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☒ Met; 3. ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☒ Met; 4. ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☒ Met; 5. ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☒ Met; 6. ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☒ Met; 7. ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☒ Met; 8. ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) **Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830**
☒ Met; 9. ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☒ Met 10. ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☒ Met; 11. ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☒ Met 12. ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L14000174877

Entity Name: ANDRADES FLORIDA, LLC

Current Principal Place of Business:

4141 N. ARNOLD MILL RD
WOODSTOCK, GA 30188

Current Mailing Address:

4141 N. ARNOLD MILL RD
WOODSTOCK, GA 30188 US

FEI Number: 47-2181769

FILED
Feb 14, 2025
Secretary of State
9705804350CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

WHWW, INC.
329 PARK AVENUE NORTH
SECOND FLOOR
WINTER PARK, FL 32789 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DEBORAH FRICKE, VP 02/14/2025

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	ANDRADE, JORGE
Address	4141 N. ARNOLD MILL RD
City-State-Zip:	WOODSTOCK GA 30188

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JORGE ANDRADE PRESIDENT 02/14/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

Andrade's Florida
414 N. Arnorld Mill Rd.
Woodstoock, GA 30188
(770) 928 – 6369

Date: October 8, 2025

To whom it may concern:

As of the date of the correspondence stated above, Andrade's Florida LLC, as well as it's Owner, Jorge Andrade has never had involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases are applicable to its principals, partners, and officers.

I, Jorge Andrade, Owner of Andrade's Florida, do attest the above statement to be true and correct.

State Georgia County of Cherokee

The foregoing instrument was acknowledged before me this 8 day of October, 2025 Personally Know or Produced identification

Jorge Andrade,

Juan Manuel Salvatierra
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires 09/15/2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2025

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	CONTACT NAME: Certificates Department
Garzor Insurance 4369 HUNTERS PARK LANE Orlando FL 32837	PHONE (A/C, No, Ext): (321) 206-8035 FAX (A/C, No): E-MAIL ADDRESS: certificates@garzorinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Andrades Florida LLC 2801 US HIGHWAY 17 92 W, Unit #C HAINES CITY FL 33844-9372	INSURER A : Crum & Forster Specialty Insurance Company	44520
	INSURER B :	
	INSURER C : NAUTILUS INS CO	17370
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BAK-91662-4	02/12/2025	02/12/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AN1305050	02/12/2025	02/12/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

Polk County a political subdivision of the State of Florida

330 w Church St,
Rm 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

Mariana Zorrilla

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ANDRCLE-01 GBOGINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2025

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.

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PRODUCER	CONTACT NAME: Alana Tompkins	
Legacy Risk Solutions, LLC PO Box 2976 Gainesville, GA 30503	PHONE (A/C, No, Ext): (678) 775-0524	FAX (A/C, No): (678) 775-0521
	E-MAIL ADDRESS: atompkins@legacyrisksolutions.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Bridgefield Casualty Insurance Company	10335
INSURED	INSURER B :	
Andrade's Florida LLC 4141 North Arnold Mill Road Woodstock, GA 30188	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		196-56086	9/26/2025	9/26/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Excluded Officer Jorge Andrade

CERTIFICATE HOLDER

Polk County, a political subdiviison of the State of Florida
330 W Church St, Rm 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
Scott K. Kiel

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: June 25, 2025

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: September 26, 2025

Policy Number: 196-56086 Countersigned by: _____

Insured: Andrade's Clean Up Inc.

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POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Andrade's Florida

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
Hino	338	2019	Dump truck	30	26000	5PVNV8JT6K4S55231
Hino	338	2018	Dump truck	30	33000	5PVNV8JV4J4S57625
Hino	L7	2022	Dump truck	30	25900	5PVNV7AT6N5T50008
Hino	L7	2022	Dump truck	30	25900	5PVNV7AT2N5T50006
International	MV607	2023	Dump truck	30	25900	3HAEUTAL3PL617986
International	MV607	2023	Dump truck	30	26000	3HAEUTAL5PL617987
International	MV607	2023	Dump truck	30	25999	3HAEUTALXPL556653
International	MV607	2024	Dump truck	30	25900	3HAEUTAL7RL560825
Hino	L7	2025	Dump truck	30	25950	5PVNV7AR0S5T50182
Hino	L7	2025	Dump truck	30	25950	5PVNV7AR9S5T50178
Hino	L7	2025	Dump truck	30	25950	5PVNV7AR0S5T50179

REVISED 08/2014

VEHICLE ID	VIN	MAKE	MODEL	YEAR	Type
P-93	5PVNV8JT6	Hino	338	2019	Dump Truck
P-116	5PVNV8JV4	Hino	338	2018	Dump Truck
P-122	5PVNV7AT(	Hino	L7	2022	Dump Truck
P-124	5PVNV7AT2	Hino	L7	2022	Dump Truck
P-128	3HAEUTAL3	Internation	MV607	2023	Dump Truck
P-129	3HAEUTAL5	Internation	MV607	2023	Dump Truck
P-131	3HAEUTAL)	Internation	MV607	2023	Hooklift
P-135	3HAEUTAL7	Internation	MV607	2024	Dump Truck
P-141	5PVNV7AR(	Hino	L7	2025	Dump Truck
P-142	5PVNV7AR5	Hino	L7	2025	Dump Truck
P-145	5PVNV7AR(	Hino	L7	2025	Dump Truck
T-34	ALJG22460	Bobcat	T650	2017	Skid steer
T-80	B3CA2330!	Bobcat	T740	2022	Skid steer
T-81	B3CA2330(	Bobcat	T740	2022	Skid steer
T-84	B3CA2404:	Bobcat	T740	2023	Skid steer
T-86	B3CA2406:	Bobcat	T740	2023	Skid steer
T-87	B3CA2429!	Bobcat	T740 - Joyst	2023	Skid steer
T-90	B3CA2384!	Bobcat	T740	2022	Skid steer
T-91	B5FF11844	Bobcat	T650	2023	Skid steer
T-94	B5FF11840	Bobcat	T650	2023	Skid steer
DT-37	1WHBU162	A & F	UTILITY 18'	2017	Trailer
DT-41	1WHBU182	A & F	UTILITY 18'	2019	Trailer
DT-45	1WHBU182	A & F	UTILITY 18'	2019	Trailer
DT-50	1WHBU182	A & F	UTILITY 18'	2020	Trailer
DT-67	T1074304	HMDE 7x18	UTILITY 18'	2023	Trailer
DT-73	T1074328	HMDE	HOMEMADE TL	2024	Trailer

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Andrade's Florida

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Rental	x				30		1-2	P-93
Rental	X				30		1-2	P-116
Rental	X				30		1-2	P-122
Rental	X				30		1-2	P-124
Rental	X				30		1-2	P-128
Rental	X				30		1-2	P-131
Rental	X				30		1-2	P-135
Rental	X				30		1-2	P-141
Rental	X				30		1-2	P-142
Rental	X				30		1-2	P-145

REVISED 08/2014

POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM

ACCOUNT NO. 187365 CLASS: A PAYMENT DUE BY: 09/30/2025

OWNER NAME	LOCATION
JORGE A ANDRADE	2801 W HWY 17-92 Suite #C HAINES CITY

BUSINESS NAME AND MAILING ADDRESS

ANDRADES FLORIDA LLC
ANDRADES FLORIDA LLC
13700 ARNOLD MILL RD Suite
ROSWELL, GA 300756433

CODE	ACTIVITY TYPE
810000	LTD OTHER SERVICES
230000	LTD NON-LICENSED CONSTRUCTION ONLY

SIGN HERE

SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.	AMOUNT DUE: 31.50

PAID - 3531739 09/19/2025 OPY OLP 31.50 ANDRADES FLORIDA LLC

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser`s Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser`s Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 187365 CLASS: A EXPIRES: 09/30/2026

OWNER NAME	LOCATION
JORGE A ANDRADE	2801 W HWY 17-92 Suite #C HAINES CITY

BUSINESS NAME AND MAILING ADDRESS

ANDRADES FLORIDA LLC
ANDRADES FLORIDA LLC
13700 ARNOLD MILL RD Suite
ROSWELL, GA 300756433

CODE	ACTIVITY TYPE
810000	LTD OTHER SERVICES
230000	LTD NON-LICENSED CONSTRUCTION ONLY

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3531739 09/19/2025 OPY OLP 31.50 ANDRADES FLORIDA LLC

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Jorge Andrade who, first being duly sworn, on oath deposes and states, as follows:

1) He is Andrade's Florida, LLC, a Florida corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Andrade's Florida, LLC.

4) There are no liens of record filed by the Internal Revenue Service against Andrade's Florida, LLC.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Andrade's Florida, LLC.

6) Andrade's Florida, LLC acknowledges and consents that the County shall have the right to inspect Andrade's Florida, LLC vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Andrade's Florida, LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term Andrade's Florida, LLC will continue to comply with the same.

Further the affiant sayeth not.

Dated the 7th day of October, 2025

Sworn Person Signature

Jorge Andrade, CEO
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 7th day of October, 2025, by Jorge Andrade, who is either ☑ personally known to me; or ☐ has produced _____ as identification.

Juan Manuel Salvatierra
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires 09/15/2027

(AFFIX NOTORIAL SEAL)

Notary Public Signature

Juan Manuel Salvatierra
Printed Name of Notary Public

9-15-2027
Notary Commission Number/Expiration

INDEMNITY

WHEREAS, THE UNDERSIGNED Jorge Andrade (the "Undersigned"), is the owner of Andrade's Florida (the "Company"), a Florida LLC,

WHEREAS, the Andrade's Florida, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Andrade's Florida

NOW, THEREFORE, in consideration of the benefits accruing to the Andrade's Florida and for other good and valuable consideration, the Undersigned, by and on behalf of the Andrade's Florida does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Andrade's Florida, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Andrade's Florida this 8 day of October, 2025.

ATTEST:

By: _____

Juan Salvatierra, Notary

[Printed Name, Title]

_____

a _____

By: _____

Jorge Andrade, CEO

[Printed Name, Title]

AFFIX NOTORIAL SEAL

Juan Manuel Salvatierra
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires 09/15/2027

Thank you for your payment!

This service has been provided by Polk County BoCC - Solid Waste, FL and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Polk County BoCC - Solid Waste, FL . The Polk County BoCC - Solid Waste department Thanks You For Your Payment. Credit Card Services provided by Polk County BoCC - Solid Waste department are in connection with POINT & PAY.

Name:	Jorge Andrade
Address:	4141 N. Arnold Mill Rd, Woodstock GA, US, 30188
Contact:	7709286369
Comments:	

Payment ID:	**183910428**
Date:	10/10/25 02:09 PM
Subtotal:	$750.00
Fee:	$23.15
Total:	$773.15
Method:	Credit Card(**********1002)

Item Purchased	Transaction Description	Account	Amount
License Renewal	CTYPolkWsteGOV	Application fee	$750.00

Signature:_____ **Date:**_____/_____/_____

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYPolkWsteGOV* . If you have any questions about the charges please call 1-888-891-6064.

Print Receipt Close Window

Agenda Item R.42. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by All Pro Dumpster Rental & Hauling LLC.

DESCRIPTION

All Pro Dumpster Rental & Hauling LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by All Pro Dumpster Rental & Hauling LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: ALL Pro Dumpster Rental & Hauling LLC Date: _____

Status	Brief Description of Application Requirements
☑ Met; ☐ Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c)
☐ Met; ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☐ Met; ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
☑ Met; ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met; ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i)
☐ Met; ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j)
☑ Met; ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

DRAFT

Commented [DZ1]: Missing

Commented [DZ2]: Missing the Frequency

Commented [DZ3]: COI Certificate names Certificate Holder.

September 3, 2025

To Whom It May Concern:

I, Josh Bruce, am the owner and operator of All Pro Dumpster Rental & Hauling, LLC established since November 2022. I have been a Polk County resident since 1981 and take pride in servicing my community.

I have a diverse fleet of dumpsters, which range in sizes that are suitable for everything from small residential cleanups to large-scale construction projects. Over the past 3 years, I have offered dumpster rental services for Polk County Residents and local Business owners, and I have the pleasure of working with the Polk County Landfill for disposal needs.

I efficiently and effectively take immense pride in my work and ensure that disposal guidelines are adhered to and always follow safety protocols to ensure smooth operation.

I routinely service my trailers, dumpsters, and vehicle appropriately and I have all maintenance records available upon request.

Thank you,

Josh Bruce
All Pro Dumpster Rental & Hauling, LLC
C: 863-317-0516
W: 863-875-2668

All Pro DUMPSTER
RENTAL & HAULING LLC

Date: 10/13/25

To whom it may concern:

As of the date of the correspondence stated above, All Pro Dumpster Rental & Hauling LLC and Josh Bruce, the Manager and Owner of All Pro Dumpster Rental & Hauling LLC, has never and is currently not involved in any type of litigation, criminal proceedings, or agency enforcement cases, judgements, an or liens including the Internal Revenue Service and all State and Federal Government litigation or civil suits.

I, Josh Bruce Manager\Owner of All pro Dumpster Rental and Hauling LLC. do attest the above statement to be true and correct.

State Florida
County of Polk

The foregoing instrument was acknowledged before me this 13th day of October 2025, who is personally known to me; or has produced FL DL as identification.

S. Humes

Notary Public State of Florida
Shakisha Humes
My Commission HH 714616
Expires 8/26/2029

Detail by Entity Name

Florida Limited Liability Company
ALL PRO DUMPSTER RENTAL & HAULING LLC

Filing Information

Document Number	L22000458783
FEI/EIN Number	92-0895373
Date Filed	10/25/2022
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	02/07/2024
Event Effective Date	NONE

Principal Address

96 ALACHUA DR
WINTER HAVEN, FL 33884

Mailing Address

96 ALACHUA DR
WINTER HAVEN, FL 33884

Registered Agent Name & Address

BRUCE, JOSH R
96 ALACHUA DR
WINTER HAVEN, FL 33884

Name Changed: 02/07/2024

Authorized Person(s) Detail

Name & Address

Title MGR

BRUCE, JOSH A
96 ALACHUA DR
WINTER HAVEN, FL 33884

Annual Reports

Report Year	Filed Date
2023	01/12/2023
2024	01/04/2024

2025 01/21/2025

Document Images

01/21/2025 -- ANNUAL REPORT	View image in PDF format
02/07/2024 -- LC Amendment	View image in PDF format
01/04/2024 -- ANNUAL REPORT	View image in PDF format
01/12/2023 -- ANNUAL REPORT	View image in PDF format
10/25/2022 -- Florida Limited Liability	View image in PDF format

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2025

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	CONTACT NAME: Stephen Vargas
Mulling Insurance Agency, Inc. P.O. Box 308 Auburndale, FL 33823	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: stephenv@mullinginsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370J
INSURER B : Ohio Casualty Insurance Co.	24074
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

All Pro Dumpster Rental & Hauling LLC
96 Alachua Dr
Winter Haven, FL 33884

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR			NN1754244	11/21/2024	11/21/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Inland Marine Policy			BMO65498436	11/11/2024	11/11/2025		

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

CERTIFICATE HOLDER

Polk County Solid Waste
10 Enviromental Loop S
Winter Haven, FL 33880

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

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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: **NN1754244**
☐ Extension of Declarations is attached.
Effective Date: 11/21/2024 12:01 A.M. Standard Time

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products/Completed Operations)	$ 2,000,000	
Products/Completed Operations Aggregate Limit	$ INCLUDED	
Personal and Advertising Injury Limit	$ 1,000,000	Any One Person Or Organization
Each Occurrence Limit	$ 1,000,000	
Damage To Premises Rented To You Limit	$ 100,000	Any One Premises
Medical Expense Limit	$ 5,000	Any One Person

BUSINESS DESCRIPTION AND LOCATION OF PREMISES

BUSINESS DESCRIPTION: DUMPSTER RENTAL
LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY: ☐ Location address is same as mailing address.

1. 99 ALACHUA DR
   WINTER HAVEN FL 33884
2.
3.

Any additional locations will be shown on **S170,** Commercial General Liability Coverage Part Declarations Extension.

CLASSIFICATION AND PREMIUM

LOC #	CODE #	CLASSIFICATION	*	PREMIUM BASIS	RATE Prem/Ops	RATE Prod/Comp Ops	ADVANCE PREMIUM
1	90516	Neighborhood Collection Receptacles - Newspapers, Aluminum Cans and Glass - Products/Completed operations are subject to the general aggregate limit	t	13	10.179	INCLUDED	132

*** PREMIUM BASIS SYMBOLS**
a = Area (per 1,000 sq. ft. of area)
c = Total Cost (per $1,000 of Total Cost)
m = Admissions (per 1,000 Admissions)
+ = **Products/Completed Operations are subject to the General Aggregate Limit**
o = Total Operating Expenditures (per $1,000 Total Operating Expenditures)
p = Payroll (per $1,000 of Payroll)
s = Gross Sales (per $1,000 of Gross Sales)
t = See Classification
u = Units (per unit)

PREMIUM FOR THIS COVERAGE PART $ 500 MP

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:
Refer to Schedule of Forms and Endorsements

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/27/2025 **EXPIRATION DATE:** 2/27/2027

PERSON: JOSH A BRUCE **EMAIL:** JOSH@ALLPRODUMPSTERFL.COM

FEIN: 920895373

BUSINESS NAME AND ADDRESS:

ALL PRO DUMPSTER RENTAL & HAULING LLC

99 ALACHUA DR.

WINTER HAVEN, FL 33884

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

Sheet1 Sheet2 Sheet3

POLK COUNTY WASTE & RECYCLING
NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE All Pro Dumpster Rental & Hauling LLC

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
Chevrolet	Silverado 2500	2022			11350	1GC4YNEY3NF112348

Sheet1 Sheet2 Sheet3

POLK COUNTY WASTE & RECYCLING
NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE All Pro Dumpster Rental & Hauling LLC

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY *(CU YD)*	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Josh Bruce	x				10 YD	x		10-01
Josh Bruce	x				10 YD	x		10-02
Josh Bruce	x				13 YD	x		13-01
Josh Bruce	x				13 YD	x		13-02
Josh Bruce	x				17 YD	x		17-01
Josh Bruce	x				17 YD	x		17-02
Josh Bruce	x				17 YD	x		17-03
Josh Bruce	x				17 YD	x		17-04
Josh Bruce	x				20 YD	x		20-01
Josh Bruce	x				20 YD	x		20-02
Josh Bruce	x				20 YD	x		20-03
Josh Bruce	x				20 YD	x		20-04
Josh Bruce	x				20 YD	x		20-05
Josh Bruce	x				20 YD	x		20-06
Josh Bruce	x				20 YD	x		20-07
Josh Bruce	x				30 YD	x		30-01

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 251331 **CLASS: A** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
JOSH ADAM BRUCE	99 ALACHUA DR WINTER HAVEN

BUSINESS NAME AND MAILING ADDRESS

ALL PRO DUMPSTER RENTAL & HAULING LLC
ALL PRO DUMPSTER RENTAL & HAULING LLC
99 ALACHUA DR
WINTER HAVEN, FL 33884

CODE **ACTIVITY TYPE**
810000 **LTD OTHER SERVICES**

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3502655 09/03/2025 EN LA 31.50 ALL PRO DUMPSTER RENTAL & HAULING LLC

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Josh Bruce who, first being duly sworn, on oath deposes and states, as follows:

1) He is Owner of All Pro Dumpster Rental & Hauling, a LLC ~~corporation~~.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against All Pro Dumpster Rental & Hauling LLC.

4) There are no liens of record filed by the Internal Revenue Service against All Pro Dumpster Rental & Hauling LLC.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against All Pro Dumpster Rental & Hauling LLC.

6) All Pro Dumpster Rental & Hauling LLC acknowledges and consents that the County shall have the right to inspect All Pro Dumpster Rental & Hauling LLC vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, All Pro Dumpster Rental & Hauling LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term All Pro Dumpster Rental & Hauling LLC will continue to comply with the same.

Further the affiant sayeth not.

Dated the 1st day of September, 2025

Sworn Person Signature

Josh Bruce, owner

Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 1st day of September, 2025, by Josh Bruce, who is either ☑ personally known to me; or ☐ has produced _____ as identification.

Notary Public State of Florida
Christina Ann Knotts
My Commission
HH 258647
Exp. 4/28/2026

Notary Public Signature

Christina Ann Knotts

Printed Name of Notary Public

HH258647 4/28/2026

(AFFIX NOTORIAL SEAL)

Notary Commission Number/Expiration

INDEMNITY

WHEREAS, THE UNDERSIGNED Josh Bruce Rental $ (the "Undersigned"), is the owner of All Pro Dumpster Hauling, LLC (the "All Pro Dumpster"), a LLC,

WHEREAS, the All Pro Dumpster, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the All Pro Dumpster

NOW, THEREFORE, in consideration of the benefits accruing to the All Pro Dumpster and for other good and valuable consideration, the Undersigned, by and on behalf of the All Pro Dumpster does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, All Pro Dumpster, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the All Pro Dumpster this 1st day of September, 2025.

ATTEST: Christina Ann Knotts

Josh Bruce, Owner
a LLC

By: _____

JOSH BRUCE
[Printed Name, Title]

By: _____

[Printed Name, Title]

SEAL

Notary Public State of Florida
Christina Ann Knotts
My Commission
HH 258647
Exp. 4/28/2026

DEPARTMENT OF Solid Waste, POLK COUNTY FLORIDA **No** 97684

RECEIVED FROM All Pro Dumpster Rental + Haulin Date 9/8 20 25

FUND	COST CENTER	ACCOUNT	PROJECT

FOR: Franchise Fee $ 750.00

$

$

$

CASH ☐ BY: Veronica Turpin-Grant

CHECK ☑ 001103 TOTAL $ 750.00

REVISED 05/12

001103

All Pro Dumpster Rental & Hauling, LLC
96 Alachua Dr
Winter Haven, FL 33884

63-7980/2631

DATE 9-8-25

PAY TO THE ORDER OF Polk County BOCC $ 750.00

Seven Hundred - fifty 00/100 DOLLARS

Security features included. Details on back.

MIDFLORIDA
Credit Union
Lakeland, Florida

MEMO

MP

⑈001103⑈ ⑆263179804⑆ 135233807⑈

Agenda Item R.43. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Disposall INC.

DESCRIPTION

Disposall INC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Disposall INC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: DisposAll LLC Date: 10.10.25

Status	Brief Description of Application Requirements
☑ Met; **1.** ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; **2.** ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; **3.** ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; **4.** ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☑ Met; **5.** ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; **6.** ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; **7.** ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☐ Met; **8.** ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) **Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830**
☑ Met; **9.** ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met **10.** ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☑ Met; **11.** ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☑ Met **12.** ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

DISPOSALL
"Always At Your Disposal"

DisposAll, Inc
3941 Bryn Mawr Street
Orlando, Florida 32808

September 29th, 2025

DisposAll, Inc.

President:	Eugene Calabrese
Vice President:	Paula Calabrese
General Manager:	Eddie Chiari
Accounting:	Sherri De Lima

About Our Company

DisposAll is your local, family owned and operated, trash and recycling solution. In 1971 DisposAll opened its doors with the Mission Statement to provide: EXCELLENT customer service for a FAIR price, while giving a GOOD rate of return on investments and BEST living to our employees and their families.

In keeping with that same philosophy today DisposAll still treats its customers and employees like part of the family. Stop by any of our locations to see our 10 year wall. Growing each day with our veteran employees that have been part of the DisposAll Family for over 10 years.

DisposAll and its sister companies offer you easy one stop shopping for all your waste and recycling needs. Offering solutions for **Commercial, Residential, Construction, Portable toilet services, Document Destruction, Recycling Programs,** and **Medical Waste** Disposal. Give us a call today and see what the DisposAll family is all about.

"Always at your disposal"

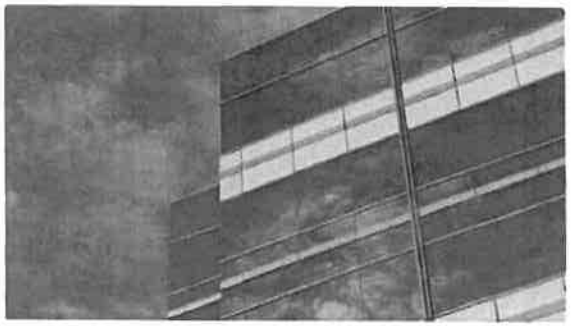
For over 50 years, DisposAll's customers have come to depend on our reliable, efficient and safe removal of waste and recyclable items. We are your one-stop shop for all your disposal needs from temporary to long term.

Our Services



Residential

DisposAll offers residential services to many local communities across Central and South Florida. DisposAll will provide consulting services and information for your community.



Commercial

DisposAll Commercial Service handles all types of business from retail to restaurant, from industrial facilities to office building large or small and from strip mall to shopping malls.



Construction

Whether you are building up, taking down or remodeling, DisposAll offers a variety of dumpster container sizes to meet your needs no matter the construction project size.

DISPOSALL
"Always at your disposal"

Home About Services Our Customers Proposal Request Pay Online More Latest News Contact Us

Browse

OUR CUSTOMERS

Wise Brothers

Orange GMC

CROWN MOTORS

MicroSpa

Clarion Suites

FINFROCK

Greenberg Dental & Orthodontics

Residential Services:











Commercial Services:









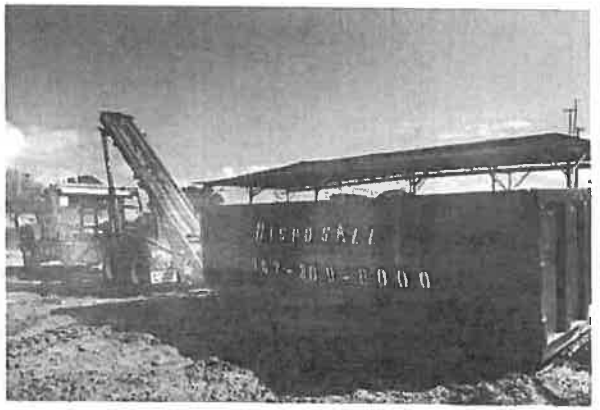




Construction Services:









Detail by Entity Name

Florida Profit Corporation
DISPOSALL, INC.

Filing Information

Document Number	P03000000705
FEI/EIN Number	90-0055585
Date Filed	01/02/2003
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/30/2023

Principal Address

3941 BRYN MAWR STREET
ORLANDO, FL 32810

Changed: 03/29/2011

Mailing Address

PO BOX 161417
ALTAMONTE SPRINGS, FL 32716

Changed: 10/14/2020

Registered Agent Name & Address

CALABRESE, PAULA
3941 BRYN MAWR STREET
ORLANDO, FL 32810

Name Changed: 10/08/2015

Address Changed: 10/14/2020

Officer/Director Detail

Name & Address

Title PD

Calabrese, Eugene
PO BOX 161417
ALTAMONTE SPRINGS, FL 32716

Title VPD

CALABRESE, PAULA
PO BOX 161417
ALTAMONTE SPRINGS, FL 32716

Annual Reports

Report Year	Filed Date
2023	09/30/2023
2024	05/01/2024
2025	04/30/2025

Document Images

04/30/2025 -- ANNUAL REPORT	View image in PDF format
05/01/2024 -- ANNUAL REPORT	View image in PDF format
09/30/2023 -- REINSTATEMENT	View image in PDF format
05/02/2022 -- ANNUAL REPORT	View image in PDF format
05/01/2021 -- ANNUAL REPORT	View image in PDF format
10/14/2020 -- REINSTATEMENT	View image in PDF format
11/25/2019 -- REINSTATEMENT	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
04/06/2017 -- ANNUAL REPORT	View image in PDF format
04/22/2016 -- ANNUAL REPORT	View image in PDF format
10/08/2015 -- REINSTATEMENT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
10/03/2013 -- REINSTATEMENT	View image in PDF format
07/19/2012 -- ANNUAL REPORT	View image in PDF format
03/29/2011 -- ANNUAL REPORT	View image in PDF format
05/04/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
05/05/2008 -- ANNUAL REPORT	View image in PDF format
10/03/2007 -- REINSTATEMENT	View image in PDF format
04/24/2006 -- ANNUAL REPORT	View image in PDF format
04/02/2005 -- ANNUAL REPORT	View image in PDF format
02/27/2004 -- ANNUAL REPORT	View image in PDF format
01/03/2003 -- Domestic Profit	View image in PDF format

DISPOSALL
"Always At Your Disposal"

DisposAll, Inc
3941 Bryn Mawr Street
Orlando, Florida 32808

September 29th, 2025

To whom it may concern:

As of the date of the correspondence stated above, DisposAll, as well as its Managing Member/Owner, has never had involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases.

I, Paula Calabrese, VP of DisposAll, do attest the above statement to be true and correct.

Paula Calabrese
Signature

10-2-2025
Date

State Florida County of Polk

The foregoing instrument was acknowledged before me this 2nd day of October 2025 Personally Know or Produced identification

Megan Williams
Notary Signature

Notary Seal

Notary Public State of Florida
Megan N Williams
My Commission HH 577593
Expires 7/31/2028

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE _____

FOR YEAR _____

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
SEE ATTACHED LIST						

1331

REVISED 08/2014

DisposAll, Inc.

Vehicle List

Veh#	Co#	Year	Make and Mode	Body Style	GVW	VIN	Location	License#	State	Expires
1	182	2019	MACK GU713	RO Galbreath	66,000	1M2GR2GC5KM004519	Orlando	P4554E	Florida	12/31/2025
2	185	2023	MACK GU713	RO Galbreath	66,000	1M2GR3GC2PM033683	Orlando	P1802J	Florida	12/31/2025
3	WN-101	2019	MACK GU713	RO Galbreath	66,000	1M2GR2GC8KM004241	Orlando	P1204K	Florida	12/31/2025
4	WN-102	2024	MACK GU713	RO Galbreath	64,000	1M2GR2GC8RM041753	Orlando	P2896I	Florida	12/31/2025

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE DisposAll

FOR YEAR 2025-2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
BMS CAT	20yd		√			√		None
ENERGY AIR INC.		40yd	√			√		GR-35
ENKA LLC	30yd		√			√		None
GREEN-UP ENVIRONMENTAL GROUP		30yd	√			√		GR-85
ICONSTRUCTORS	30yd		√			√		None
KANCOR CONSTRUCTION	20yd		√			√		None
LAKE BLUE MOBILE HOME PARK	20yd		√			√		None
OUTDOOR RESORTS AT ORLANDO IN	30yd		√			√		None
SWELL CONSTRUCTION GROUP	20yd		√			√		None
U.S. LAWNS OF HAINES CITY	20yd		√			√		None
WASTE HARMONICS	30yd		√			√		None
YELLOWSTONE LANDSCAPE	20yd		√			√		None
ZIA'S CONCRETE PUMPING LLC	20yd		√			√		None

1333

REVISED 08/2014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/29/2025

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 Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg FL 34748 License#: BR-1796553 DISPINC-02	CONTACT NAME: Shelia Robertson PHONE (A/C, No, Ext): 800-845-8437 FAX (A/C, No): E-MAIL ADDRESS: SRobertson@acrisure.com
INSURED Disposall, Inc. P.O. Box 161417 Altamonte Springs FL 32716	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AXIS Surplus Insurance Company — 26620 INSURER B : Clear Blue Insurance Company, Inc. — 28860 INSURER C : QBE Insurance Corporation — 39217 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1258081224 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			SP004705042024	12/6/2024	12/6/2025	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AQ1YFL001850-04	12/6/2024	12/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Basic	$ 1,000,000 $ $ $ $ 10,000
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SX004706042024	12/6/2024	12/6/2025	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			202001194	10/24/2024	10/24/2025	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
A	Professional Liab Professional Liab			SP004705042024	12/6/2024	12/6/2025	Each Claim Aggregate	$1,000,000 $2,000,000

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

CERTIFICATE HOLDER

Polk County Solid Waste
10 Environmental Loop South
Winter Haven FL 33880

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Office of Tax Collector
Trust & Confidence

Receipt #	3552010
Date:	09/30/2025 4:06 pm
Time:	16:06:51
Location:	ONLINE PAYMENTS
Cashier:	OPY

Items Paid

Type	Tax Year / Item	Description/ Account	Amount
Business Tax	2025	82504	57.75
Credit Card Fee			1.44
		Item Total	59.19

Payments

Method	Payee	Account/Check #	Amount
CREDIT	DISPOSALL INC.	XXXX-2480	59.19
		Payment Total	59.19

Change Due	0.00
Balance	0.00

* Note - Online Payment

****End****

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned notary public authorized to administer oaths, personally appeared Paula Calabrese who, first being duly sworn, on oath deposes and states, as follows:

1) He is VP, a FLORIDA corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against DISPOSALL, INC.

4) There are no liens of record filed by the Internal Revenue Service against DISPOSALL, INC.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against DISPOSALL, IN.

6) DISPOSALL, INC acknowledges and consents that the County shall have the right to inspect DISPOSALL's vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, DISPOSALL, INC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term 1 YEAR will continue to comply with the same.

Further the affiant sayeth not.

Dated the 2nd day of October, 2025

Paula Calabrese
Sworn Person Signature

Paula Calabrese, VP
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 2 day of October, 2025, by Paula Calabrese, who is either ☑ personally known to me; or ☐ has produced _____ as identification.

Notary Public State of Florida
Megan N Williams
My Commission HH 577593
Expires 7/31/2028

Megan Williams
Notary Public Signature

Megan Williams
Printed Name of Notary Public

07/31/28
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

INDEMNITY

WHEREAS, THE UNDERSIGNED DISPOSALL, INC (the "Undersigned"), is the PAULA CALABRESE IS THE VP (the "DISPOSALL Company"), a FLORIDA CORPORATION

WHEREAS, the DISPOSALL, INC, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the DISPOSALL, INC.

NOW, THEREFORE, in consideration of the benefits accruing to the DISPOSALL, INC and for other good and valuable consideration, the Undersigned, by and on behalf of the DISPOSALL, INC does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, DISPOSALL, INC, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the DisposAll, Inc this 2 day of October, 2025.

ATTEST:

By: Megan Williams
Megan Williams, Manage
[Printed Name, Title]

Paula Calabrese
a VP DisposAll Inc

By: _____
_____
[Printed Name, Title]

AFFIX NOTORIAL SEAL

Notary Public State of Florida
Megan N Williams
My Commission HH 577593
Expires 7/31/2028

Thank you for your payment!

This service has been provided by Polk County BoCC - Solid Waste, FL and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Polk County BoCC - Solid Waste, FL . The Polk County BoCC - Solid Waste department Thanks You For Your Payment. Credit Card Services provided by Polk County BoCC - Solid Waste department are in connection with POINT & PAY.

Name:	Eugene Calabrese
Address:	140 Spring Isle Trail, Altamonte Springs FL, US, 32714-3417
Contact:	4077881111
Comments:	
Payment ID:	**183839216**
Date:	10/09/25 02:00 PM
Subtotal:	$750.00
Fee:	$23.15
Total:	$773.15
Method:	Credit Card(**********2480)

Item Purchased	Transaction Description	Account	Amount
License Renewal	CTYPolkWsteGOV	DisposAll, Inc	$750.00

Signature:_____ **Date:**_____/_____/_____

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYPolkWsteGOV* . If you have any questions about the charges please call 1-888-891-6064.

Print Receipt Close Window

Agenda Item R.44. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Coastal Transport of Polk County LLC.

DESCRIPTION

Coastal Transport of Polk County LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Coastal Transport of Polk County LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Coastal Transport LLC Date: _____

Status	Brief Description of Application Requirements
☑ Met; ☐ Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c)
☑ Met; ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
☐ Met; ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met; ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i)
☑ Met; ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j)
☑ Met; ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

Commented [DZ1]: Missing

Commented [DZ2]: Missing

Commented [DZ3]: Missing

Commented [DZ4]: Missing Needs to be notarized, Provide example

Commented [DZ5]: Need Polk County Business Tax Receipt

Sent Email

DRAFT

Coastal Transport of Polk County, LLC
P.O. Box 847 Eagle Lake FL 33839
Phone: 863-533-3001
Email: office@con-sur.com

Date: 9/30/25

To Whom it may concern:

As of the date of the correspondence stated above, Coastal Transport of Polk County LLC as well as it's managing Member/Owner, Sheldon McVay has never and is not involved in any type of litigation, criminal proceedings, judgements, and or Liens including the Internal Revenue Service and all state and federal government litigation, civil suits or agency enforcement cases.

I, Sheldon McVay, MGR\Owner of Coastal Transport of Polk County LLC, do attest the above statement to be true and correct.

State Florida
County of Polk

The foregoing instrument was acknowledged before me this 30th day of September Personally Known or Produced identification.

Notary Seal

CHARLIE SEWELL
Commission # HH 218192
Expires May 20, 2026

Signature

Expires: May 20 2026

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L16000200383

Entity Name: COASTAL TRANSPORT OF POLK COUNTY LLC

Current Principal Place of Business:

4301 OLD EAGLE LAKE RD
BARTOW, FL 33830

Current Mailing Address:

PO BOX 847
EAGLE LAKE, FL 33839 US

FEI Number: 81-4327166

FILED
Feb 10, 2025
Secretary of State
0111835711CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PARRISH & PARRISH CPAS PA
6700 S FLORIDA AVE STE 19
LAKELAND, FL 33813 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	PRESIDENT	Title	MGR
Name	MCVAY, SHELDON C	Name	THIELEN, SARI
Address	4301 OLD EAGLE LAKE RD	Address	4301 OLD EAGLE LAKE RD
City-State-Zip:	BARTOW FL 33830	City-State-Zip:	BARTOW FL 33830

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SHELDON MCVAY PRESIDENT 02/10/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

CON-INC-01 DIBJO1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2025

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	CONTACT NAME: Joshua Dibling	
Mulling Insurance Agency, Inc. P.O. Box 308 Auburndale, FL 33823	PHONE (A/C, No, Ext): (863) 967-4454	FAX (A/C, No): (863) 967-7592
	E-MAIL ADDRESS: joshd@mullinginsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : FCCI Insurance Company	10178
INSURED	INSURER B : National Trust Insurance Company	20141
Coastal Transport Of Polk County, LLC P.O. Box 847 Eagle Lake, FL 33839-0847	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GL10009794700	1/1/2025	1/1/2026	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA10009794600	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			UMB100097995100	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC010009795200	1/1/2025	1/1/2026	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
A	Inland Marine Policy			CM10009794900	1/1/2025	1/1/2026	Limit	250,000

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

CERTIFICATE HOLDER

Polk County
330 W Church St
Bartow, FL 33831

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



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POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Coastal Transport of Polk County LLC

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Coastal Transport of Polk County LLC			X		10	X		110
Coastal Transport of Polk County LLC			X		20	X		101
Coastal Transport of Polk County LLC			X		20	X		102
Coastal Transport of Polk County LLC			X		20	X		103
Coastal Transport of Polk County LLC			X		20	X		104
Coastal Transport of Polk County LLC			X		20	X		105
Coastal Transport of Polk County LLC			X		20	X		108
Coastal Transport of Polk County LLC			X		20	X		109
Coastal Transport of Polk County LLC			X		30	X		106
Coastal Transport of Polk County LLC			X		30	X		111
Coastal Transport of Polk County LLC			X		30	X		112
Coastal Transport of Polk County LLC			X		30	X		107

1344

REVISED 08/2014

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Coastal Transport of Polk County LLC

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
Peterbilt	567	2025	RO		66000	1NPCX4EXXSD703017

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-25 Policy No. WC0100097952-00 Endorsement No.

Insured CON-SUR INC Premium $ Incl.

Insurance Company FCCI Insurance Company

Countersigned By _____

© 1983 National Council on Compensation Insurance.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 264689 **CLASS: A** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
SHELDON C MCVAY	4301 OLD BARTOW EAGLE LAKE RD BARTOW

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
COASTAL TRANSPORT OF POLK COUNTY LLC SHELDON MCVAY PO BOX 847 EAGLE LAKE, FL 33839	480000	LTD TRANSPORTATION

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3557319 10/03/2025 HMF TAX 31.50 COASTAL TRANSPORT OF POLK COUNTY LLC

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Sheldon McVay who, first being duly sworn, on oath deposes and states, as follows:

1) He is President, a LLC corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Coastal Transport

4) There are no liens of record filed by the Internal Revenue Service against Coastal Transport.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Coastal Transport

6) Sheldon McVay acknowledges and consents that the County shall have the right to inspect Coastal Transport vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Coastal Transport has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term Coastal Transport will continue to comply with the same.

Further the affiant sayeth not.

Dated the 27 day of August, 2025

Sworn Person Signature

Sheldon McVay - President
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 27 day of August, 2025, by Sheldon McVay, who is either ☒ personally known to me; or ☐ has produced _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA
CHARLIE SEWELL
Commission # HH 218192
Expires May 20, 2026

Notary Public Signature

Charlie Sewell
Printed Name of Notary Public

HH218192 May 20, 2026
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

INDEMNITY

WHEREAS, THE UNDERSIGNED Sheldon McVay (the "Undersigned"), is the President of Coastal Transport (the "Coastal Transport"), a LLC,

WHEREAS, the Coastal Transport is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Coastal Transport

NOW, THEREFORE, in consideration of the benefits accruing to the Coastal Transport and for other good and valuable consideration, the Undersigned, by and on behalf of the Coastal Transport does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Coastal Transport, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Coastal Transport this 27 day of August, 2025

ATTEST:

By: _____

Sheldon McVay President

[Printed Name, Title]

Coastal Transport
a LLC

By: _____

Charlie Sewell

[Printed Name, Title]

SEAL

NOTARY PUBLIC STATE OF FLORIDA

CHARLIE SEWELL
Commission # HH 218192
Expires May 20, 2026

Thank you for your payment

Confirmation #	181981820
Date	Wednesday, September 3, 2025, 4:25:48 PM US Eastern Time
Total Amount	$752.95
Paid with	Business Checking account ending in 3583
Customer Information	Sheldon McVay office@con-sur.com (863) 533-3001

Transaction Details

Bill Type	Details		Amount
License Renewal	**Company Name:** Coastal Transport of Polk County, LLC		$750.00
	Ticket or Invoice Number:	Coastal Transport of Polk County, LLC	

Sub Total	$750.00
Convenience Fee	$2.95
Total	**$752.95**

CONVENIENCE FEE

Your agency has partnered with a third party service provider to provide you with convenient online payment services via credit card debit card or electronic check payments. IN ORDER TO USE THIS SERVICE YOU MAY HAVE TO PAY A NON-REFUNDABLE CONVENIENCE FEE IN ADDITION TO THE AMOUNT(S) OWED TO YOUR PAYEE. Please note that the service provider (not your Payee) will appear as the merchant of record next to your payment on your bank or credit card statement.

ACCESSIBILITY

This service is accessible through the Internet. In order to use this service you will need a personal computer access to the Internet with an Internet service provider and a web browser which supports this service.

Agenda Item R.45. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Southern Elevations LLC.

DESCRIPTION

Southern Elevations LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Southern Elevations LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Southern Elevations LLC Date: 09.29.25

Status	Brief Description of Application Requirements
☑ Met; 1. ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; 2. ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; 3. ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; 4. ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☑ Met; 5. ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; 6. ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; 7. ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; 8. ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
☑ Met; 9. ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met 10. ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☑ Met; 11. ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☐ Met 12. ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)



Detail by Entity Name

Florida Limited Liability Company
SOUTHERN ELEVATIONS LLC

Filing Information

Document Number	L17000095053
FEI/EIN Number	82-1353311
Date Filed	04/28/2017
Effective Date	04/27/2017
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	10/19/2020
Event Effective Date	NONE

Principal Address

2 West Blvd N
Davenport, FL 33837

Changed: 04/04/2024

Mailing Address

PO BOX 1198
DAVENPORT, FL 33837

Changed: 02/27/2020

Registered Agent Name & Address

GREENE, GEORGE A, JR
2 West Blvd N
Davenport, FL 33837

Name Changed: 02/27/2020

Address Changed: 04/04/2024

Authorized Person(s) Detail

Name & Address

Title AMBR

GREENE, JR., GEORGE
PO BOX 1198
Davenport, FL 33837

Title AMBR

REYNOLDS, JAMES
PO BOX 1198
DAVENPORT, FL 33837

Title MGR

GREENE, BRIANA
P.O. BOX 1198
DAVENPORT, FL 33837

Title MGR

REYNOLDS, BRITTANY
P.O. BOX 1198
DAVENPORT, FL 33837

Annual Reports

Report Year	Filed Date
2023	02/14/2023
2024	04/04/2024
2025	04/23/2025

Document Images

04/23/2025 -- ANNUAL REPORT	View image in PDF format
04/04/2024 -- ANNUAL REPORT	View image in PDF format
02/14/2023 -- ANNUAL REPORT	View image in PDF format
04/30/2022 -- ANNUAL REPORT	View image in PDF format
02/03/2021 -- ANNUAL REPORT	View image in PDF format
10/19/2020 -- LC Amendment	View image in PDF format
07/15/2020 -- LC Name Change	View image in PDF format
02/27/2020 -- ANNUAL REPORT	View image in PDF format
05/09/2019 -- LC Amendment	View image in PDF format
04/22/2019 -- LC Amendment	View image in PDF format
02/25/2019 -- ANNUAL REPORT	View image in PDF format
01/02/2019 -- LC Amendment	View image in PDF format
04/27/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- Florida Limited Liability	View image in PDF format

Southern Elevations LLC

Industry: Solid Waste Management & Recycling
Location: 2 West BLVD N Davenport, FL 33837
Contact: 863-419-7513

Company Overview:

Name of Company is : Southern Elevations LLC

Core Services:

Dumpsters / Grapple Truck / Grading Services

- **List what services you**
- **provide**

- Dumpsters, grapple truck services, grading services

Experience with Solid Waste:

Southern Elevations has extensive experience providing solid waste services across Central Florida, specializing in residential communities, construction sites, and commercial developments. Our team has a proven track record of delivering safe, reliable, and environmentally responsible waste management solutions to a variety of partners, including major homebuilders and community developers.

Our services include:

- Roll-off dumpster service for construction debris and

bulk waste
- Scheduled and on-call pick-ups for residential and commercial sites
- Site grading and land clearing with integrated debris removal
- Recycling and responsible disposal in compliance with local and state regulations

We proudly partner with KB Home and other leading builders, maintaining clean, organized job sites while helping projects stay on schedule and in compliance with county standards. Our drivers and field crews are highly trained in safety protocols, route efficiency, and proper waste handling to ensure seamless operations and minimal disruption to communities.

Southern Elevations operates with a strong commitment to customer service, communication, and community standards. We understand the importance of timely service, equipment reliability, and professional appearance on every site we serve.

With years of hands-on experience and a deep understanding of the solid waste industry, Southern Elevations is fully equipped to meet the needs of both residential and commercial clients while upholding the highest standards of safety, cleanliness, and environmental responsibility.

Our Safety-First Commitment:

At Southern Elevations, safety is more than a policy, it's a core value that guides every decision we make. Our commitment to a "Safety-First" culture ensures that every employee, contractor, and community member is protected at all times on every job site.

We recognize the unique risks associated with solid waste handling, grading, hauling, and land-clearing operations, and we

take proactive measures to prevent incidents before they occur. All employees are trained to identify hazards, follow established safety procedures, and maintain clean, compliant, and secure work environments.

Our Safety-First Commitment means:

- Every team member is empowered to stop work if unsafe conditions are present.
- All operations comply with OSHA, DOT, and local environmental regulations.
- We maintain regular equipment inspections, PPE enforcement, and job-site safety meetings.
- Continuous improvement through training, accountability, and open communication.

At Southern Elevations, we believe that no job is successful unless it is done safely. We are dedicated to sending every worker home safely each day, protecting the environment, and maintaining the trust of our partners and communities.

At Name of Company,
1. Southern Elevations LLC

SOUTHERN ELEVATIONS

Date: October 8, 2025

To whom it may concern:

As of the date of the correspondence stated above, Southern Elevations LLC, as well as it's Managing Member/Owner, George Greene Jr have never had involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases.

I, [signature], MGR\Owner of Southern Elevations, do attest the above statement to be true and correct.

State Florida County of Polk

The foregoing instrument was acknowledged ~~before me~~ this 8th day of October, 2025 Personally Know ~~or~~ Produced identification

BRITTANY REYNOLDS NOTARY PUBLIC MY COMMISSION EXPIRES 11-14-2027 STATE OF FLORIDA COMMISSION NUMBER HH 421928

Brittany Reynolds

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2025

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.

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PRODUCER	CONTACT NAME: Erica Livengood	
Closson Insurance Agency, LLC 1201 S. Orlando Avenue Suite 200 Winter Park FL 32789	PHONE (A/C, No, Ext): (407) 898-2211	FAX (A/C, No): (407) 898-1850
	E-MAIL ADDRESS: ELivengood@clossoninsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Great American Risk Solutions Surplus Lines Ins Co	37532
INSURER B :	Clear Blue Insurance Co	28860
INSURER C :	FFVA Mutual Insurance Co.	10385
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Southern Elevations, LLC; Greene's Grading, LLC
PO Box 1198
Davenport FL 33837

COVERAGES **CERTIFICATE NUMBER:** 8.23.25 Master **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			PLE840485-03	05/03/2025	05/03/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Desig Cost Proj Agg	$ 5,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AQ1YFL003376-02	05/03/2025	05/03/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			XSE840486-03	05/03/2025	05/03/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
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		WC840 0205297 2025A	08/23/2025	08/23/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Certificate Holder(s) is/are included as Additional Insured when required by contract with respects to General Liability, on a Primary and Noncontributory basis, per forms attached. Blanket Additional Insured when required by contract with respect to Auto Liability, per form attached. Blanket Waiver of Subrogation applies when required by contract with respects to General Liability, Auto Liability, and Workers' Compensation per forms attached. Excess Liability is Following Form over General Liability and Employers Liability.

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
330 W Church St, Rm 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization when required by written contract to provide a Waiver of Transfer of Rights of Recovery against others to us provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations:
Any person or organization when required by written contract to be added as an additional insured with respect to Products/Completed Operations provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.	"Your work" at any project.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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CG 20 01 (Ed. 12/19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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CG 20 10 (Ed. 12/19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract to be added as an additional insured, provided the "bodily injury", "property damage", or "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.	All locations where performing your ongoing operations for the person or organization shown in the schedule.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any

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person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Clear Blue Insurance Company

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 5/3/2025 AT 12:01 A.M., STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YFL003376-02 OF Clear Blue Insurance Company ISSUED TO Southern Elevations LLC

IT IS AGREED THAT THE COMPANY RECOGNIZES THE VALIDITY OF ANY WAIVER OF SUBROGATION WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH THE OPERATION OF ANY INSURED AUTOMOBILE, IF SUCH WAIVER WAS EXECUTED BY NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT, IN WRITING PRIOR TO THE OCCURRENCE OF ANY LOSS.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

$100.00 FULLY EARNED FLAT CHARGE

Q WAIVER-B 08 14

Clear Blue Insurance Company

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 5/3/2025 AT 12:01 A.M. STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YFL003376-02 OF Clear Blue Insurance Company ISSUED TO Southern Elevations LLC

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THAT THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS OF THIS POLICY. THIS ENDORSEMENT APPLIES TO ADDITIONAL INSUREDS ADDED, AS REQUIRED BY WRITTEN CONTRACT, PRIOR TO THE OCCURRENCE OF ANY LOSSES.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

$100.00 FULLY EARNED FLAT CHARGE

Q ADLIN-B 08 14

PO Box 948239
Maitland, FL 32794-8239
321-214-5300 • 800-346-4825
ffvamutual.com

Policy notice:

The blanket waiver, Form WC 00 03 13, is applicable as of policy inception date to the insured risk listed below:

Insurer: FFVA Mutual Insurance Co.

Insured: Southern Elevations LLC

Policy number: WC840-0205297-2025A

Effective date: 8/23/2025

Policy period: 8/23/2025 - 8/23/2026

Robert A. Lehnen, CPCU, CIC, CRM

Vice President, Underwriting

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium

Insurance Company Countersigned by _____

© 1983 National Council on Compensation Insurance.

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Southern Elevations LLC

FOR YEAR _____

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY *(CU YD)*	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Jorge Jorge				Dumper Trailer	15 (CU YD)	ON CALL		7FWB01420S1031897
			ROLL OFF		14 (CU YD)	ON CALL		335693
			ROLL OFF		14 (CU YD)	ON CALL		335751

1369

REVISED 08/2014

POLK COUNTY WASTE & RECYCLING

ANNUAL VEHICLE LIST

ACCOUNT Southern Elevations

FOR YEAR 2025-2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, PICKUP, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
Mack	TK	2022	RO	20	34,999	1FDPF7DCXPDF08789
Ford	F750	2022	RO	20	34,999	1M2MDBAB6NS070787

REVISED 08/2014

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared George Greene Jr. who, first being duly sworn, on oath deposes and states, as follows:

1) He is Southern Elevations, a LLC corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Southern Elevations.

4) There are no liens of record filed by the Internal Revenue Service against Southern Elevations.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Southern Elevations.

6) George Greene Jr. acknowledges and consents that the County shall have the right to inspect Southern Elevations vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Southern Elevations has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term 1 year will continue to comply with the same.

Further the affiant sayeth not.

Dated the 4th day of September, 2025

George Greene
Sworn Person Signature
George Greene Jr. / owner
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 29th day of September, 2025, by George Greene Jr, who is either ☒ personally known to me; or ☐ has produced License as identification.

BRITTANY REYNOLDS NOTARY PUBLIC MY COMMISSION EXPIRES 11-14-2027 STATE OF FLORIDA COMMISSION NUMBER HH 421928

(AFFIX NOTORIAL SEAL)

Brittany Reynolds
Notary Public Signature
Brittany Reynolds
Printed Name of Notary Public
HH421928 11/14/27
Notary Commission Number/Expiration

INDEMNITY

WHEREAS, THE UNDERSIGNED George Greene, Jr. (the "Undersigned"), is the Owner of Southern Elevations (the "_____"), a _____,

WHEREAS, the Owner, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Southern Elevations

NOW, THEREFORE, in consideration of the benefits accruing to the Southern Elevations and for other good and valuable consideration, the Undersigned, by and on behalf of the Southern Elevations does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Southern Elevations _____, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Southern Elevations this 4th day of September, 2025.

ATTEST:

By: George Greene

George Greene Jr. Owner
[Printed Name, Title]

_____

a _____

By: Brittany Reynolds

Brittany Reynolds Office Manager
[Printed Name, Title]

SEAL

BRITTANY REYNOLDS NOTARY PUBLIC MY COMMISSION EXPIRES 11-14-2027 STATE OF FLORIDA COMMISSION NUMBER HH 421928

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 222397 **CLASS: A** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
GEORGE GREENE & JAMES REYNOLDS JR	1105 OLD POLK CITY ROAD HAINES CITY

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
SOUTHERN ELEVATIONS LLC SOUTHERN ELEVATIONS LLC PO BOX 1198 DAVENPORT, FL 33837	810000	LTD OTHER SERVICES

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3553687 10/01/2025 OPY **OLP 44.65** **SOUTHERN ELEVATIONS LLC**

Payment ID	Created	Customer Name	Status	Product	Amount
184015266	10/13/25 12:34 PM	George Greene	Approved - Comp	Miscellaneous Charges	$773.15

Hide Details
Save Changes
Email Customer
View Receipt
Make Comment
New Payment
Approve Payment
Void Payment
Refund Payment
Chargeback
View Bank Info

Payment Summary

Payment ID:	184015266
Subtotal:	$750.00
Fee:	$23.15
Total:	$773.15
Type:	Credit Card
Account:	448179****1973

Payment Details

Type:	Purchase
Created:	10/13/25 12:34 PM
Status:	Approved - Comp
Channel:	WEB
Partner:	Polk County BoCC - Solid Waste (FL)
Office:	No Office
User:	
Related:	

Customer Details

Name:	George Greene
Address:	2 West BLVD N
City/ST/Zip:	Davenport 00 33837 00
Email:	briana@southernelevationsfl.com
Phone:	(863) 419-7513
Mobile:	
Birthdate:	
Comments:	

Additional Details

Lineitem Details

PID	Product	Account	Qty	Subtotal	Fee	Total	Additional Details
184015266	Miscellaneous Charges	Southern Elevations	1	$750.00	$23.15	$773.15	Click To View

Agenda Item R.46. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Amenity Services LLC.

DESCRIPTION

Amenity Services LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Amenity Services LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Amenity Services LLC Date: 09.29.25

Status	Brief Description of Application Requirements
☑ Met; **1.** ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; **2.** ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; **3.** ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; **4.** ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☑ Met; **5.** ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; **6.** ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; **7.** ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; **8.** ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) **Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830**
☑ Met; **9.** ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met **10.** ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☑ Met; **11.** ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☑ Met **12.** ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

The Power of Purpose - Amenity Services

With a long history of commitment to the environment, community and service, we're a company driven by purpose. Through social impact programming, we activate all generations to make measurable differences across the State of Florida.

As stewards of the environment, we educate customers and communities about managing waste responsibly. Whether it's recycling right or preventing litter, we share tips to encourage everyone to do their part. Join us as we continue to work for a sustainable tomorrow.

Amenity Services was founded in 2019 with the idea of providing Resorts and Communities with a permanent waste solution. A one stop shop for household and loose trash, bulk, evictions and move outs. Our equipment is kept up to date to ensure satisfaction of service and our trucks and trailers get the job done each time.

Please also see the link to our website as requested

https://www.amenityservices.org/

Date: 10/13/2025

To whom it may concern:

As of the date of the correspondence stated above, Your Business Name (Amenity Services LLC), as well as it's Managing Member/Owner, Business owner's name (Jonathan Malavia) has never had involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases are applicable to its principals, partners, and officers.

I, Jonathan Malavia, MGR\Owner of Amenity Services LLC; do attest the above statement to be true and correct.

State Florida County of Polk

The foregoing instrument was acknowledged before me this 13th day of October Personally Know or Produced identification

STATE OF FLORIDA, COUNTY OF POLK
Sworn to and subscribed before me this
13 day of Oct 2025
Signature of Notary Public, State of Florida
Parul Patel
Print, Type Commissioned Name of Notary Public

NOTARY PUBLIC STATE OF FLORIDA
PARULBEN K. PATEL
Commission # HH 433467
Expires August 15, 2027

Detail by Entity Name

Florida Limited Liability Company
AMENITY SERVICES LLC

Filing Information

Document Number	L19000233217
FEI/EIN Number	84-3170474
Date Filed	09/16/2019
Effective Date	09/16/2019
State	FL
Status	ACTIVE

Principal Address

351 Ironwood Dr
Davenport, FL 33837

Changed: 01/14/2020

Mailing Address

351 Ironwood Dr
Davenport, FL 33837

Changed: 01/14/2020

Registered Agent Name & Address

MALSLOVIA, JOHNATHAN C
351 IRONWOOD DR
DAVENPORT, FL 33837

Authorized Person(s) Detail

Name & Address

Title MGR

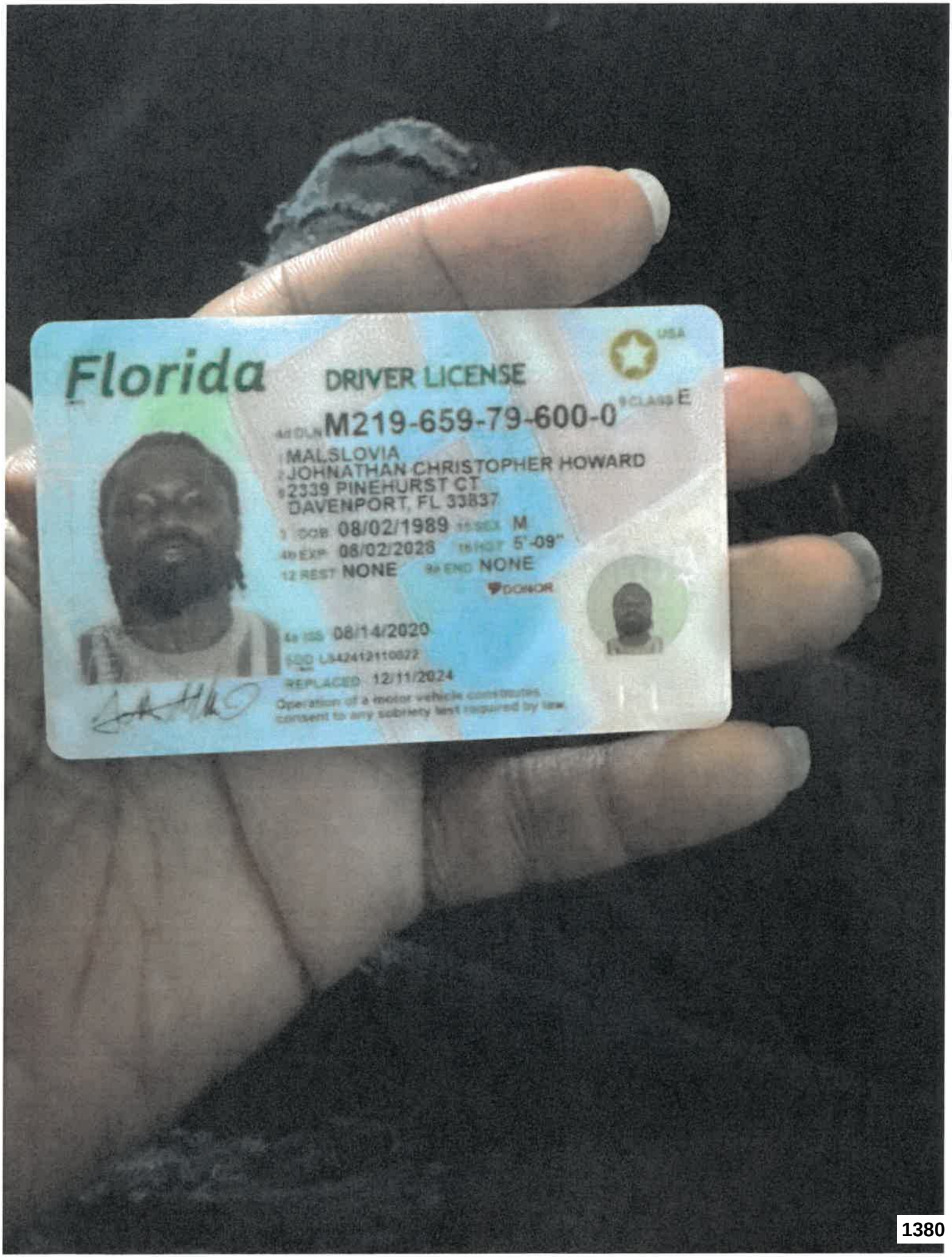
MALSLOVIA, JOHNATHAN C
351 IRONWOOD DR
DAVENPORT, FL 33837

Annual Reports

Report Year	Filed Date
2023	01/26/2023
2024	02/15/2024
2025	01/29/2025

Document Images

01/29/2025 -- ANNUAL REPORT	View image in PDF format
02/15/2024 -- ANNUAL REPORT	View image in PDF format
01/26/2023 -- ANNUAL REPORT	View image in PDF format
01/04/2022 -- ANNUAL REPORT	View image in PDF format
01/31/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
09/16/2019 -- Florida Limited Liability	View image in PDF format


Florida
DRIVER LICENSE
USA
4d DLN M219-659-79-600-0
9 CLASS E
1 MALSLOVIA
2 JOHNATHAN CHRISTOPHER HOWARD
8 2339 PINEHURST CT
DAVENPORT, FL 33837
3 DOB 08/02/1989
15 SEX M
4b EXP 08/02/2028
16 HGT 5'-09"
12 REST NONE
9a END NONE
DONOR
4a ISS 08/14/2020
5 DD US424121106222
REPLACED 12/11/2024
Operation of a motor vehicle constitutes consent to any sobriety test required by law

1381

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Amenity Services LLC

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY *(CU YD)*	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Joe Bullins, Artemis Lifestyles Management			X		20		5	FGEM68 DM73LT DJ93XC DR57YF

REVISED 08/2014

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Amenity Services LLC

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
RAM	2500	2018	Pick Up Truck	20 Yrd	9000lb	3C6TR5CT9JG338023
RAM	2006					

REVISED 08/2014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2025

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED AMENITY SERVICES LLC 351 Ironwood Dr Davenport FL 33837	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Travelers Indemnity Company of America — 25666 INSURER B : State Farm Mutual Automobile Insurance Company — 23919 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1306504 **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	
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	NXT234UYAR-00-GL	10/06/2025	10/06/2026	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			L64 4342-E09-59D	10/06/2025	10/06/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 300,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	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	UB3P54997819	10/06/2025	10/06/2026	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
	Prof. Liability			NXT234UYAR-00-GL			**Aggregate**	**50,000**

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

This certificate has a blanket Waiver of Subrogation for the following state(s) :FL

Job Locations: , FL

CERTIFICATE HOLDER

Polk County Solid Waste Division

10 Environmental Loop S

Winter Haven FL 33880

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

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POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM

ACCOUNT NO. 257219 **CLASS:** A **PAYMENT DUE BY:** 09/30/2025

OWNER NAME	LOCATION
JOHNATHON C.H. MALSLOVIA	351 IRONWOOD DR DAVENPORT

BUSINESS NAME AND MAILING ADDRESS

AMENITY SERVICES LLC
JOHNATHON MALSLOVIA
351 IRONWOOD DR
DAVENPORT, FL 33837

CODE	ACTIVITY TYPE
230000	LTD NON-LICENSED CONSTRUCTION ONLY
310000	LTD MANUFACTURING CONSUMER
810000	LTD OTHER SERVICES

SIGN HERE **GATES@AMENITYSERVICES.OI**

SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.	**AMOUNT DUE: 44.65**

PAID - 3560020 10/06/2025 OPY **OLP 44.65 AMENITY SERVICES LLC**

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser`s Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser`s Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 257219 **CLASS:** A **EXPIRES:** **09/30/2026**

OWNER NAME	LOCATION
JOHNATHON C.H. MALSLOVIA	351 IRONWOOD DR DAVENPORT

BUSINESS NAME AND MAILING ADDRESS

AMENITY SERVICES LLC
JOHNATHON MALSLOVIA
351 IRONWOOD DR
DAVENPORT, FL 33837

CODE	ACTIVITY TYPE
230000	LTD NON-LICENSED CONSTRUCTION ONLY
310000	LTD MANUFACTURING CONSUMER
810000	LTD OTHER SERVICES

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3560020 10/06/2025 OPY **OLP 44.65 AMENITY SERVICES LLC**

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Johnathan Malslovia who, first being duly sworn, on oath deposes and states, as follows:

1) He is Owner, a LLC corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Amenity Services. LLC

4) There are no liens of record filed by the Internal Revenue Service against Amenity Services LLC

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Amenity Services LLC

6) _____ acknowledges and consents that the County shall have the right to inspect Amenity Services LLC vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Amenity Services LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term of 1 year will continue to comply with the same.

Further the affiant sayeth not.

Dated the 16th day of Sep, 2025

Sworn Person Signature

Johnathan Malslovia MGT
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 16 day of Sept, 2025, by Johnathan malslovia, who is either ☐ personally known to me; or ☑ has produced FL DL M219-659-79-600-0 as identification.

ALKA R. KANERIA
Commission # HH 479209
Expires January 9, 2028

AKKaneria
Notary Public Signature

Alka R. Kaneria
Printed Name of Notary Public

January 9, 2028
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

INDEMNITY

WHEREAS, THE UNDERSIGNED Johnathon Maklovia (the "Undersigned"), is the Owner / MGR of Amenity Services LLC (the "_____"), a LLC,

WHEREAS, the _____, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Amenity Services LLC

NOW, THEREFORE, in consideration of the benefits accruing to the Amenity Services LLC _____ and for other good and valuable consideration, the Undersigned, by and on behalf of the Amenity Services LLC does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Amenity Services LLC _____, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Amenity Services LLC this 16 day of September, 2025.

ATTEST:

By: AKaneria

Alka R. Kaneria
[Printed Name, Title]

_____
a _____

By: MGR

Johnathon Maklovia, MGR
[Printed Name, Title]

SEAL

NOTARY PUBLIC STATE OF FLORIDA
ALKA R. KANERIA
Commission # HH 479269
Expires January 9, 2028

Thank you for your payment!

This service has been provided by Polk County BoCC - Solid Waste, FL and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Polk County BoCC - Solid Waste, FL . The Polk County BoCC - Solid Waste department Thanks You For Your Payment. Credit Card Services provided by Polk County BoCC - Solid Waste department are in connection with POINT & PAY.

Name:	Raquel Torres
Address:	1520 Woodlark Drive, Haines City FL, US, 33844
Contact:	4073603290
Comments:	

Payment ID:	**182693773**
Date:	09/17/25 02:33 PM
Subtotal:	$750.00
Fee:	$23.15
Total:	$773.15
Method:	Credit Card(**********1002)

Item Purchased	Transaction Description	Account	Amount
Miscellaneous Charges	CTYPolkWsteGOV	FF	$750.00

Signature:_____ **Date:**_____/_____/_____

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYPolkWsteGOV* . If you have any questions about the charges please call 1-888-891-6064.

Print Receipt Close Window

Agenda Item R.47. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by FL Trash Bandit LLC.

DESCRIPTION

FL Trash Bandit LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by FL Trash Bandit LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: FL Trash Bandit LLC Date: _____

Status	Brief Description of Application Requirements
☑ Met; ☐ Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c)
☑ Met; ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
☑ Met; ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met; ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i)
☑ Met; ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j)
☑ Met; ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)XX

9-16 Emailed

DRAFT

FL Trash Bandit LLC
6228 Lunnwoods Dr.
Lakeland, FL 33811
Phone: 863-600-2771

Date: September 19, 2025

To Whom It May Concern:

I'm Abraham Torres Jr, owner of FL Trash Bandit LLC. I just started my Dumpster Rental and Junk Removal Company in April 09,2025. I have 4 months of experience in the industry. The company has successfully managed waste collection projects of varying sizes, demonstrating the ability to coordinate routes, manage disposal, and maintain customer satisfaction. I'm currently employed at the Polk County Sheriff's Office and only operate my small business during days off. I operate a 2014 Ram 2500 with a gooseneck trailer with 3 roll off dumpsters. I hold any necessary licenses and certifications required for operation of vehicles and equipment.

FL Trash Bandit LLC is committed to providing professional, reliable, and environmentally responsible solid waste collection services. The combination of my experience and the personnel's qualifications ensures high-quality service delivery for all projects undertaken.

Sincerely,

Abraham Torres Jr.
Owner/Managing Member
FL Trash Bandit LLC

FL Trash Bandit LLC
6228 Lunnwoods Dr
Lakeland, FL 33811
Phone: 863-600-2771

Date: 9/25/25

To whom it may concern:

As of the date of the correspondence stated above, **FL Trash Bandit LLC**, as well as its Owner, **Abraham Torres Jr.**, has never and is currently not involved in any type of litigation, criminal proceedings, judgments, and/or any of its principles and officers are not involved in any agency enforcement cases, liens including with the Internal Revenue Service and all state and/or federal government litigation or civil suits.

I, **Abraham Torres Jr.**, MGR/Owner of **FL Trash Bandit LLC**, do attest the above statement to be true and correct.

State of Florida
County of Polk

Signature: Abraham Torres Jr.

The foregoing instrument was acknowledged before me this 25 day of September, 2025

☐ Personally Known ☑ Produced Identification
Type of Identification Produced: FL DL TL620-00092-109-0

Notary Public Signature
Name: Alicia Stephenson
Commission No.: HH647900
My Commission Expires: 3/5/29

ALICIA STEPHENSON
Notary Public, State of Florida
Commission No. HH 647900
My Comm. Exp. 3/5/2029

State of Florida
Department of State

I certify from the records of this office that FL TRASH BANDIT LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on April 09, 2025, effective April 05, 2025.

The document number of this company is L25000154480.

I further certify that said company has paid all fees due this office through December 31, 2025, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 250409105434-100446943461#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Ninth day of April, 2025

Cord Byrd
Secretary of State

BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 9/25/2025 **EXPIRATION DATE:** 9/25/2027

PERSON: ABRAHAM TORRES JR **EMAIL:** FLTRASHBANDIT@GMAIL.COM

FEIN: 333828505

BUSINESS NAME AND ADDRESS:

FL TRASH BANDIT LLC

6228 LUNNWOODS DR ,

LAKELAND, FL 33811

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2025

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	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	State National Insurance Company, Inc.	12831
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
FL TRASH BANDIT LLC
6228 Lunn Woods Dr
Lakeland, FL 33811

COVERAGES **CERTIFICATE NUMBER:** 027357392 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		NXTV3R4LYT-00-GL	04/19/2025	04/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		NXTV3R4LYT-00-GL	04/19/2025	04/19/2026	EACH OCCURRENCE AGGREGATE $	$ 1,000,000.00 $ 1,000,000.00 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

The Certificate Holder is Polk County Solid Waste Division. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Polk County Solid Waste Division
10 Environmental Loop S
Winter Haven, FL 33880

LIVE CERTIFICATE
Click or scan to view

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

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POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE FL Trash Bandit LLC

FOR YEAR 2025 - 2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
FL Trash Bandit LLC			X		15	✓		5041CB1625511177 15 (25-2)
FL Trash Bandit LLC			X		15	✓		RB XXB1612 2109081 (25-3)
FL Trash Bandit LLC			X		15	✓		RBXRB1610R109296 (25-1)

1395

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE FL Trash Bandit LLC

FOR YEAR 2025-2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE (RO, REL, FEL, ASL, ETC.)	CAPACITY (CU YD)	VEHICLE SIZE (GVW)	VEHICLE IDENTIFICATION NUMBER
Dodge Ram	Ram 2500	2014	Pickup			3C6UR5PL7EG291689

1396

REVISED 08/2014

ACCOUNT NO. 261878 **CLASS: A** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
ABRAHAM TORRES	6228 LUNN WOODS DR LAKELAND

BUSINESS NAME AND MAILING ADDRESS

FL TRASH BANDIT LLC
6228 LUNN WOODS DR
LAKELAND, FL 33811

CODE	ACTIVITY TYPE
810000	LTD OTHER SERVICES

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3398007 07/03/2025 KMV **LSC 31.50** **FL TRASH BANDIT LLC**

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned notary public authorized to administer oaths, personally appeared Abraham Torres Jr. who, first being duly sworn, on oath deposes and states, as follows:

1) He is CEO of FL Trash Bandit, a FL LLC corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against FL Trash Bandit.

4) There are no liens of record filed by the Internal Revenue Service against FL Trash Bandit.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against FL Trash Bandit.

6) Abraham Torres Jr. acknowledges and consents that the County shall have the right to inspect FL Trash Bandit's vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, FL Trash Bandit has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term FL Trash Bandit will continue to comply with the same.

Further the affiant sayeth not.

Dated the 28th day of August, 2025

Sworn Person Signature

Abraham Torres Jr.
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 28th day of August, 2025, by Abraham Torres, who is either ☐ personally known to me; or ☐ has produced _____ as identification.

ALICIA STEPHENSON
Notary Public, State of Florida
Commission No. HH 647900
My Comm. Exp. 3/5/2029

Notary Public Signature

Alicia Stephenson
Printed Name of Notary Public

HH647900 3/5/29
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

INDEMNITY

WHEREAS, THE UNDERSIGNED _____ (the "Undersigned"), is the President of FL Trash Bandit (the "Company"), a Florida Limited Liability Company,

WHEREAS, the Company, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Company

NOW, THEREFORE, in consideration of the benefits accruing to the Company and for other good and valuable consideration, the Undersigned, by and on behalf of the Company does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, FL Trash Bandit, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Company this 28th day of August, 2025.

ATTEST:

_____
a Florida Limited Liability Company

By: Abraham Torres - President

Abraham Torres - President
[Printed Name, Title]

By: _____

_____
[Printed Name, Title]

SEAL

ALICIA STEPHENSON
Notary Public, State of Florida
Commission No. HH 647900
My Comm. Exp. 3/5/2029

Thank you for your payment!

This service has been provided by Polk County BoCC - Solid Waste, FL and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Polk County BoCC - Solid Waste, FL . The Polk County BoCC - Solid Waste department Thanks You For Your Payment. Credit Card Services provided by Polk County BoCC - Solid Waste department are in connection with POINT & PAY.

Name: Abraham Torres
Address: 6228 Lunn Woods Drive, Lakeland 00, 00, 33811
Contact: 8636002771
Comments:

Payment ID: **183272307**
Date: 09/29/25 09:29 PM
Subtotal: $750.00
Fee: $2.95
Total: $752.95
Method: Electronic Check(**********8796)

Item Purchased	Transaction Description	Account	Amount
Miscellaneous Charges	CTYPolkWsteGOV	1	$750.00

Signature:_____ **Date:**_____/_____/_____
By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYPolkWsteGOV* . If you have any questions about the charges please call 1-888-891-6064.

Print Receipt Close Window

Agenda Item R.48. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Salt H2ORX LLC dba Bin There Dump That Tampa Bay.

DESCRIPTION

Salt H2ORX LLC dba Bin There Dump That Tampa Bay is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Salt H2ORX LLC dba Bin There Dump That Tampa Bay as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Sqft H2O RX LLC dba Bin There Dump That Tampa Bay Date: 09.29.25

Status	Brief Description of Application Requirements
☑ Met; **1.** ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; **2.** ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; **3.** ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; **4.** ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☑ Met; **5.** ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; **6.** ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; **7.** ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; **8.** ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
☑ Met; **9.** ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met **10.** ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☑ Met; **11.** ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☑ Met **12.** ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

Salt H2ORX LLC

September 30th, 2025

Topic	Polk County Solid Waste
Applicant	Salt H2ORX LLC dba Bin There Dump That Tampa Bay
State of FL	L14000022670 Sunbiz document # L14000022670
Federal EIN	46-4772023
Principal	Michael J Sovie 100%
Mbr/Mgr	Michael J Sovie

Experience Bin There Dump That has has operated in the Tampa region for 12 years providing roll off dumpster services

Litigation Michael J Sovie is not aware of any current or pending litigation, criminal proceedings, or agency enforcement cases.

Vehicle List 1. Ford F650 2022 **VIN: 1FDNF6DC4NDF02498**

Container List containers are "on call" there is no commercial services or recurring containers

Frequency "On call" only

Consent for inspection I agree that Polk County has a right to inspect our vehicle and/or containers at reasonable times.

Certificate of Insurance - provided separately

Sworn Affidavit - provided separately

Indemnify - provided separately

Michael J Sovie

Michael J Sovie, President / Owner

Salt H2ORX LLC
dba Bin There Dump That Tampa Bay
4209 114th Ter N

Clearwater, FL 33762

www.TampaBTDT.com
(727) 475-1080
TampaBay@BinThereDumpThat.com

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
SALT H2ORX LLC

Filing Information

Document Number	L14000022670
FEI/EIN Number	46-4772023
Date Filed	02/10/2014
Effective Date	02/03/2014
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/03/2018
Event Effective Date	NONE

Principal Address

4209 114th Ter N
Clearwater, FL 33762

Changed: 04/24/2023

Mailing Address

PO BOX 6837
Clearwater, FL 33758

Changed: 04/30/2018

Registered Agent Name & Address

SOVIE, MICHAEL J
4209 114th Ter N
Clearwater, FL 33762

Address Changed: 04/24/2023

Authorized Person(s) Detail

Name & Address

Title VP

SOVIE, Michael J

PO BOX 6837
Clearwater, FL 33758

Annual Reports

Report Year	Filed Date
2023	04/24/2023
2024	04/15/2024
2025	04/28/2025

Document Images

04/28/2025 -- ANNUAL REPORT	View image in PDF format
04/15/2024 -- ANNUAL REPORT	View image in PDF format
04/24/2023 -- ANNUAL REPORT	View image in PDF format
05/03/2022 -- ANNUAL REPORT	View image in PDF format
04/03/2021 -- ANNUAL REPORT	View image in PDF format
05/28/2020 -- ANNUAL REPORT	View image in PDF format
02/21/2019 -- ANNUAL REPORT	View image in PDF format
12/03/2018 -- LC Amendment	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
01/13/2017 -- ANNUAL REPORT	View image in PDF format
03/17/2016 -- ANNUAL REPORT	View image in PDF format
01/21/2015 -- ANNUAL REPORT	View image in PDF format
02/14/2014 -- CORLCSTCNC	View image in PDF format
02/10/2014 -- Florida Limited Liability	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/07/2025

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 King Risk Partners, LLC 643 SW 4th Ave Suite 210 Gainesville FL 32601	**CONTACT NAME:** Judy Chance **PHONE (A/C, No, Ext):** (888) 377-0420 **FAX (A/C, No):** **E-MAIL ADDRESS:** judy.chance@king-insurance.com
INSURED Salt H20RX, LLC dba Bin There Dump That Tampa Bay, DBA: TPA TRUCKRX, LLC PO Box 6837 Clearwater FL 33758	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Great Divide Insurance Company — 25224 **INSURER B:** Key Risk Insurance Company — 10885 **INSURER C:** Western World Ins Co — 13196 **INSURER D:** Insurance Company of the West **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** CL259494566 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GLP2038364-13	08/26/2025	08/26/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP2038365-13	08/26/2025	08/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XGL8244024	08/26/2025	08/26/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WFL 5056913 05	08/26/2025	08/26/2026	[ ] 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

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

CERTIFICATE HOLDER

Polk County Solid Waste Division
10 Environmental Loop S
Winter Haven FL 33880

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

William Comiskey, Jr.

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1407

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Bin There Dump That Tampa Bay

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
Ford	F650	2022	RO		26,000	1FDNF6DC4NDF02498

REVISED 08/2014

1408

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Salt H20RX LLC dba Bin There Dump That TB

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Rental			✓		6	✓		653
Rental			✓		6	✓		667
Rental			✓		10	✓		1008
Rental			✓		10	✓		1014
Rental			✓		10	✓		1025
Rental			✓		10	✓		1037
Rental			✓		10	✓		1041
Rental			✓		10	✓		1052
Rental			✓		10	✓		1059
Rental			✓		15	✓		1521
Rental			✓		15	✓		1536
Rental			✓		15	✓		1553
Rental			✓		15	✓		1581
Rental			✓		15	✓		15122
Rental			✓		20	✓		2040
Rental			✓		20	✓		2044

1409

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Salt H20RX LLC dba Bin There Dump That TB

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Rental			✓		20	✓		2046
Rental			✓		20	✓		2054
Rental			✓		20	✓		20101
Rental			✓		20	✓		20125
Rental			✓		20	✓		20129
Rental			✓		20	✓		20168
Rental			✓		20	✓		20201
Rental			✓		20	✓		20210

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 234419 **CLASS: A** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
MICHAEL J SOVIE	2365 HWY 92 LAKELAND

BUSINESS NAME AND MAILING ADDRESS

BIN THERE DUMP THAT LAKELAND DUMPSTER RENTAL

BIN THERE DUMP THAT LAKELAND DUMPSTER RENTAL
SALT H2ORX LLC
PO BOX 6837
CLEARWATER, FL 33758

CODE	ACTIVITY TYPE
230000	LTD NON-LICENSED CONSTRUCTION ONLY
810000	LTD OTHER SERVICES

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3553617 10/01/2025 OPY **OLP 44.65** **BIN THERE DUMP THAT LAKELAND DUMPSTER RENTAL**

1410

INDEMNITY

WHEREAS, THE UNDERSIGNED Michael T Savie (the "Undersigned"), is the Member of Salt H2O RX LLC (the "LLC"), a LLC,

WHEREAS, the Salt H2O RX LLC, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Salt H2O RX LLC

NOW, THEREFORE, in consideration of the benefits accruing to the LLC and for other good and valuable consideration, the Undersigned, by and on behalf of the LLC does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Salt H2O RX LLC, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Salt H2O RX LLC this 30 day of September, 2025.

ATTEST:

By: _____
Salt H2O RX LLC
[Printed Name, Title]

Michael Savie
a President

By: _____
Alisa M. Gamboe, Notary
[Printed Name, Title]

SEAL

ALISA MARIE GAMBOE
Notary Public - State of Florida
Commission # HH 626366
My Comm. Expires Jan 6, 2029
Bonded through National Notary Assn.

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Pinellas

Before me, the undersigned notary public authorized to administer oaths, personally appeared Michael J Savie who, first being duly sworn, on oath deposes and states, as follows:

1) He is Member/Mgr Salt H2O RX LLC, a LLC corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Salt H2O RX LLC.

4) There are no liens of record filed by the Internal Revenue Service against Salt H2O RX LLC.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Salt H2O RX LLC.

6) Salt H2O RX LLC acknowledges and consents that the County shall have the right to inspect Salt H2O RX LLC vehicles, containers, compactors, and other equipment ~~at any time.~~ (Reasonable hours)

7) During the time of the existing Commercial Franchise, Salt H2O RX LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term Salt H2O RX LLC will continue to comply with the same.

Further the affiant sayeth not.

Dated the 3rd day of September, 2025

Sworn Person Signature

Michael Savie Member/Mgr
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 30th day of September, 2025, by Michael Savie, who is either ☑ personally known to me; or ☐ has produced _____ as identification.

ALISA MARIE GAMBOE
Notary Public - State of Florida
Commission # HH 626366
My Comm. Expires Jan 6, 2029
Bonded through National Notary Assn.

Alisa Marie Gamboe
Notary Public Signature

Alisa Gamboe
Printed Name of Notary Public

Jan 6, 2029
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

Payment Search

Search By: Payment ID | Payment ID: 184925874 | Search

Payment ID	Created	Customer Name	Status	Product	Amount
184925874	10/28/25 03:11 PM	Michael Sovie	Approved - Comp	Miscellaneous Charges	$773.15

Hide Details | Save Changes | Email Customer | View Receipt | Make Comment | New Payment | Approve Payment | Void Payment | Refund Payment | Chargeback | View Bank Info

Payment Summary

Payment ID:	184925874
Subtotal:	$750.00
Fee:	$23.15
Total:	$773.15
Type:	Credit Card
Account:	378751****1012

Payment Details

Type:	Purchase
Created:	10/28/25 03:11 PM
Status:	Approved - Comp
Channel:	WEB
Partner:	Polk County BoCC - Solid Waste (FL)
Office:	No Office
User:	
Related:	

Customer Details

Name:	Michael Sovie
Address:	4209 114th Terrace N
City/ST/Zip:	Clearwater FL 33762 US
Email:	accountingtb@bintheredumpthat.com
Phone:	(727) 475-1080
Mobile:	
Birthdate:	
Comments:	

Additional Details

Lineitem Details

PID	Product	Account	Qty	Subtotal	Fee	Total	Additional Details
184925874	Miscellaneous Charges	Bin There Dump That- Franchise App Fee	1	$750.00	$23.15	$773.15	Click To View

© 2025 Point & Pay

Agenda Item R.49. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Keel's Welding Fabrication & Repair LLC dba Keel's Dumpster.

DESCRIPTION

Keel's Welding Fabrication & Repair LLC dba Keel's Dumpster is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Keel's Welding Fabrication & Repair LLC dba Keel's Dumpster as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Keels's Dumpster. Date: 11.04.25

Status	Brief Description of Application Requirements
☑ Met; **1.** ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; **2.** ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; **3.** ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; **4.** ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☑ Met; **5.** ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; **6.** ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; **7.** ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; **8.** ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
☑ Met; **9.** ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☐ Met **10.** ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☐ Met; **11.** ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☑ Met **12.** ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

Keel's Dumpsters
411 Mystery House Rd.
Davenport,FL 33837
(863)289-5580

Date 10/29/2025

To whom it may concern:

As of the date of the correspondence stated above,KEEL'S DUMPSTERS as well as it's Managing Member/Owner, KIM DAVID KEEL has never and is currently not involved in any type of litigation,criminal proceedings, agency enforcement cases, judgements, and or liens including the Internal Revenue Service and all state and or federal government litigation' or civil suits.

I,Kim D Keel, MGR\Owner of Keel's Dumpsters, do attest the above statement to be true and correct. Kim David Keel

State Florida County of Polk

The foregoing instrument was acknowledged before me this 29TH day of OCTOBER, 2025. Personally Know or Produced identification FLDL.

SHARON HENRY
Notary Public
State of Florida
Comm# HH618928
Expires 12/5/2028

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
KEEL'S WELDING FABRICATION AND REPAIR LLC

Filing Information

Document Number	L21000302251
FEI/EIN Number	87-1480135
Date Filed	06/30/2021
State	FL
Status	ACTIVE

Principal Address

411 MYSTERY HOUSE RD
DAVENPORT, FL 33837

Mailing Address

411 MYSTERY HOUSE RD
DAVENPORT, FL 33837

Registered Agent Name & Address

KEEL, KIM D
411 MYSTERY HOUSE RD
DAVENPORT, FL 33837-9064

Authorized Person(s) Detail

Name & Address

Title MGR

KEEL, KIM D
411 MYSTERY HOUSE RD
DAVENPORT, FL 33837

Annual Reports

Report Year	Filed Date
2023	03/01/2023
2024	04/15/2024
2025	04/28/2025

Document Images

04/28/2025 -- ANNUAL REPORT View image in PDF format

Zimmerman, Debra

From: Dave Keel <dave@keelsconstructionservices.com>
Sent: Friday, October 31, 2025 11:56 AM
To: Zimmerman, Debra
Subject: [EXTERNAL]: Re: Additional info
Attachments: DKEEL WC EXEMPT.pdf

Please see attached.

At Keel's Dumpsters, we understand that managing waste can often be daunting. Whether you're a homeowner planning a major renovation or a business owner aiming to maintain a clean and organized workspace, waste management should be the least of your worries. Our dumpster rental services are tailored to meet the unique needs of our local community, ensuring you have one less thing to stress about. When you choose us, you're choosing reliability, efficiency, and a partner committed to helping you keep your project on track.

Hi, hope this does the trick if not let us we enjoyed meeting with you today thanks for your help have a Blessed day.

From: Zimmerman, Debra <debrazimmerman@polk-county.net>
Sent: Friday, October 31, 2025 11:01 AM
To: Dave Keel <dave@keelsconstructionservices.com>
Subject: Additional info

Good morning,

Can you provide your worker comp Certificate or worker comp waiver.

Thank you

Debbie Zimmerman
Accounts Receivable Coordinator
Polk County Solid Waste Division
10 Environmental Loop S
Winter Haven, FL 33880
Office (863) 284-4363 ext: 214
debrazimmerman@polk-county.net

POLK COUNTY

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/29/2024 **EXPIRATION DATE:** 10/29/2026

PERSON: KIM D KEEL **EMAIL:** DAVE@KEELSCONSTRUCTIONSERVICES.COM

FEIN: 992604867

BUSINESS NAME AND ADDRESS:

KEEL'S CONSTRUCTION SERVICES LLC

411 MYSTERY HOUSE RD ,

DAVENPORT, FL 33837

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

KEELWEL-01 MJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2025

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
Corkhill Insurance Agency, LLC
20 S. Bumby Ave
Orlando, FL 32803

CONTACT NAME: Michele Jones
PHONE (A/C, No, Ext): (407) 898-8891 FAX (A/C, No): (407) 898-8813
E-MAIL ADDRESS: michele@corkhillinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Security National Ins Co	19879
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Keel's Welding Fabrication and Repair LLC dba Keel's Dumpster
411 Mystery House Rd
Davenport, FL 33837-9064

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			SES1832403 00	10/28/2025	10/28/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			EXS1832405 00	10/28/2025	10/28/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED [X] RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
330 W Church Street Rm 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
Anne M Stevenson

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Keel's Dumpsters

FOR YEAR _____

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Rental			✓		12	✓		1201
Rental			✓		12	✓		1202
Rental			✓		12	✓		1203
Rental			✓		12	✓		1204
Rental			✓		12	✓		1205
Rental			✓		16	✓		1601
Rental			✓		16	✓		1602
Rental			✓		16	✓		1603
Rental			✓		16	✓		1604

REVISED 08/2014

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE _____

FOR YEAR _____

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
GMC	2500	2021				1GT49REY6MF157531

REVISED 08/2014

1422

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned notary public authorized to administer oaths, personally appeared KIM DAVID KEEL who, first being duly sworn, on oath deposes and states, as follows:

1) He is OWNER, a LLC corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against KWFR dba KEEL'S DUMPSTERS

4) There are no liens of record filed by the Internal Revenue Service against KWFR dba KEEL'S DUMPSTERS

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against KWFR dba KEEL'S DUMPSTERS

6) KWFR dba KEEL'S DUMPSTERS acknowledges and consents that the County shall have the right to inspect KWFR dba KEEL'S DUMPSTERS vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, KWFR dba KEEL'S DUMPSTERS has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term 1 YEAR will continue to comply with the same.

Further the affiant sayeth not.

Dated the 29 day of OCTOBER, 20 25

Kim David Keel
Sworn Person Signature
KIM DAVID KEEL /OWNER
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 29TH day of OCTOBER, 2025, by KIM KEEL, who is either ☐ personally known to me; or ☐ has produced FL DRIVER LICENSE as identification.

SHARON HENRY
Notary Public
State of Florida
Comm# HH618928
Expires 12/5/2028

(AFFIX NOTORIAL SEAL)

Notary Public Signature
SHARON HENRY
Printed Name of Notary Public
12/05/2028
Notary Commission Number/Expiration

INDEMNITY

WHEREAS, THE UNDERSIGNED KIM DAVID KEEL (the "Undersigned"), is the OWNER of KWFR dba KEEL'S DUMPSTERS (the "_____"), a LLC,

WHEREAS, the KIM DAVID KEEL, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the KWFR dba KEEL'S DUMPSTERS

NOW, THEREFORE, in consideration of the benefits accruing to the KWFR dba KEEL'S DUMPSTERS and for other good and valuable consideration, the Undersigned, by and on behalf of the KWFR dba KEEL'S DUMPSTERS does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, KWFR dba KEEL'S DUMPSTERS, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the KWFR dba KEEL'S DUMPSTERS this 29TH day of OCTOBER, 2025.

ATTEST:

_____

a _____

By: _____ By: Kim David Keel

SHARON HENRY - NOTARY PUBLIC — KIM DAVID KEEL

[Printed Name, Title] [Printed Name, Title]

AFFIX NOTORIAL SEAL

SHARON HENRY
Notary Public
State of Florida
Comm# HH618928
Expires 12/5/2028

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser`s Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser`s Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 244466 **CLASS: A** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
KIM KEEL	411 MYSTERY HOUSE RD DAVENPORT

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
KEELS WELDING FABRICATION & REPAIR LLC KEELS WELDING FABRICATION & REPAIR LLC 411 MYSTERY HOUSE RD DAVENPORT, FL 33836	230000	LTD NON-LICENSED CONSTRUCTION ONLY

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3522449 09/15/2025 MCB NR 31.50 **KEELS WELDING FABRICATION & REPAIR LLC**

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned notary public authorized to administer oaths, personally appeared KIM DAVID KEEL who, first being duly sworn, on oath deposes and states, as follows:

1) He is OWNER, a LLC corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against KWFR dba KEEL'S DUMPSTERS.

4) There are no liens of record filed by the Internal Revenue Service against KWFR dba KEEL'S DUMPSTERS

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against KWFR dba KEEL'S DUMPSTERS

6) KWFR dba KEEL'S DUMPSTERS acknowledges and consents that the County shall have the right to inspect KWFR dba KEEL'S DUMPSTERS vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, KWFR dba KEEL'S DUMPSTERS has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term 1 YEAR will continue to comply with the same.

Further the affiant sayeth not.

Dated the 29 day of OCTOBER, 2025

Kim David Keel
Sworn Person Signature

KIM DAVID KEEL /OWNER
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 29TH day of OCTOBER, 2025, by KIM KEEL, who is either ☐ personally known to me; or ☐ has produced FL DRIVER LICENSE as identification.

SHARON HENRY
Notary Public
State of Florida
Comm# HH618928
Expires 12/5/2028

(AFFIX NOTORIAL SEAL)

Notary Public Signature
SHARON HENRY
Printed Name of Notary Public
12/05/2028.
Notary Commission Number/Expiration

INDEMNITY

WHEREAS, THE UNDERSIGNED KIM DAVID KEEL (the "Undersigned"), is the OWNER of KWFR dba KEEL'S DUMPSTERS (the "_____"), a LLC,

WHEREAS, the KIM DAVID KEEL, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the KWFR dba KEEL'S DUMPSTERS

NOW, THEREFORE, in consideration of the benefits accruing to the KWFR dba KEEL'S DUMPSTERS and for other good and valuable consideration, the Undersigned, by and on behalf of the KWFR dba KEEL'S DUMPSTERS does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, KWFR dba KEEL'S DUMPSTERS, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the KWFR dba KEEL'S DUMPSTERS this 29TH day of OCTOBER, 2025.

ATTEST:

_____

a _____

By: _____

SHARON HENRY - NOTARY PUBLIC

[Printed Name, Title]

By: Kim David Keel

KIM DAVID KEEL

[Printed Name, Title]

AFFIX NOTORIAL SEAL

SHARON HENRY
Notary Public
State of Florida
Comm# HH618928
Expires 12/5/2028

Keel's Dumpsters
411 Mystery House Rd.
Davenport,FL 33837
(863)289-5580

Date 10/29/2025

To whom it may concern:

As of the date of the correspondence stated above,KEEL'S DUMPSTERS as well as it's Managing Member/Owner, KIM DAVID KEEL has never and is currently not involved in any type of litigation,criminal proceedings, agency enforcement cases, judgements, and or liens including the Internal Revenue Service and all state and or federal government litigation' or civil suits.

I,Kim D Keel, MGR\Owner of Keel's Dumpsters, do attest the above statement to be true and correct. Kim David Keel

State Florida County of Polk

The foregoing instrument was acknowledged before me this 29TH day of OCTOBER, 2025. Personally Know or Produced identification FLDL.

SHARON HENRY
Notary Public
State of Florida
Comm# HH618928
Expires 12/5/2028

DEPARTMENT OF Solid Waste, POLK COUNTY FLORIDA No 97957

RECEIVED FROM Keels Welding Fabrication and Repair LLC Date 10/30 20 25

FUND	COST CENTER	ACCOUNT	PROJECT

FOR: Non Exclusive Commercial Franchise Fee $ 750.00

$

$

$

CASH ☐ _____ BY: Veronica Turpin-Corat

CHECK ☐ 1056 TOTAL $750.00

REVISED 05/12

KEELS WELDING FABRICATION AND REPAIR LLC
931 675-0990
411 MYSTERY HOUSE RD
DAVENPORT, FL 33837

1056
63-7980/2631

10-30-2025
Date

CHECK ARMOR FRAUD PROTECTION

Pay to the Order of Polk County Solid Waste $ 750.00

Seven hundred and fifty -00/100 Dollars

Photo Safe Deposit® Details on back

MIDFLORIDA Credit Union
Lakeland, Florida

For Non exclusive Commercial Franchise fee Kim Davis

⑆263179804⑆ 131865923⑈ 1056

Agenda Item R.50. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Crystal Clean LLC.

DESCRIPTION

Crystal Clean LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Crystal Clean LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Crystal Clean, LLC **Date:** 9/25/2025

Status	Brief Description of Application Requirements
x Met; ☐ Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
x Met; ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
x Met; ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
x Met; ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c)
x Met; ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
x Met; ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
x Met; ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
x Met; ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
x Met; ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
x Met; ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i)

needs to be published

☐ Met; ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j)
☑ Met; ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

Date: October 27th, 2025

To whom it may concern:

As of the date of the correspondence stated above, Crystal Clean, LLC, has never had involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases as applicable to its principals, partners, and officers.

I, Mark DeVita, Chief Financial Officer of Crystal Clean, LLC, do attest the above statement to be true and correct.

State Illinois County of Cook

The foregoing instrument was acknowledged before me this 27th day of October 2025

MARK DEVITA (Personally Know) or Produced identification

OFFICIAL SEAL
LEBENE ABENA HORMEKU
Notary Public, State of Illinois
Commission No. 624413
My Commission Expires April 21, 2029

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2025

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 Marsh USA LLC 155 N. Wacker, Suite 1200 Chicago, IL 60606 CN103174334--GAWXE-25-26	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** 866-966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** Chicago.CertRequest@marsh.com
INSURED Crystal Clean, LLC 2000 Center Drive, Suite East C300 Hoffman Estates, IL 60192	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Ironshore Specialty Insurance Company — 25445 **INSURER B :** National Union Fire Ins Co Pittsburgh PA — 19445 **INSURER C :** AIU Insurance Company — 19399 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010772258-02 **REVISION NUMBER:** 1

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 X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			IEPUW0030496101	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $	5,000,000 1,000,000 25,000 5,000,000 5,000,000 5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X MCS 90			14570352	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $	5,000,000
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED RETENTION $			XSCUW0030496201	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE $	$ $	5,000,000 5,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			14570350 (AOS) 14570351 (WI)	06/01/2025 06/01/2025	06/01/2026 06/01/2026	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
A	Contractors Pollution & Professional Liability			IEPUW0030496101	06/01/2025	06/01/2026	Per Occurrence Limit Deductible		5,000,000 100,000

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

RE: All Work Performed for Polk County.

Certificate Holder is included as additional insured as required by written contract with respect to general and auto liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

Polk County
a Political Subdivision
of the State of Florida
330 W Church St, 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 of Marsh USA LLC

Marsh USA LLC

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INDEMNITY

WHEREAS, THE UNDERSIGNED Peter Romei (the "Undersigned"), is the Corporate Counsel of Crystal Clean, LLC (the "Company"), a Indiana Limited Liability Company

WHEREAS, the Company, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Company

NOW, THEREFORE, in consideration of the benefits accruing to the Company and for other good and valuable consideration, the Undersigned, by and on behalf of the Company does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Company, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Company this 29th day of September, 2025.

ATTEST:

By: Peter Romei

Peter Romei, Corporate Counsel
[Printed Name, Title]

Crystal Clean LLC
an Indiana Company

By:

Lebene Hormeku, General Counsel
[Printed Name, Title]

SEAL

OFFICIAL SEAL
LEBENE ABENA HORMEKU
Notary Public, State of Illinois
Commission No. 624413
My Commission Expires April 21, 2029

Section 4-1 C. (2)(a) – Identity of Applicant

The applicant is Crystal Clean, LLC, a wholly owned subsidiary of Crystal Clean, Inc.

Management:

Mark DeVita-Chief Financial Officer – Accounting Operations – Over 30 Years Exp.

Crystal Clean, LLC *2000 – Present*

Provides accounting support in the acquisition, and business dealings, of Raider Environmental Services of Florida, Inc. and other similar companies that Heritage Crystal Clean, LLC has acquired.

Jordan Denney- Director of Industrial Services – Over 10 years Exp.

Crystal Clean, LLC *2022 – Present*

Oversees the non-hazardous waste treatment facilities, the industrial cleaning and industrial services activities, as well as Heritage-Crystal Clean's Field Services/ waste brokering activities across the United States.

Manages and staffs projects to perform environmental jobs for both hazardous and non-hazardous industrial services for transportation and disposal for commercial and various cruise lines. As well as USDA garbage removal and disposal for the cruise lines, including RCCL and NCL.

Anita Decina- VP-Operational, Safety, and Environmental Excellence – Over 30 years Exp.

Crystal Clean, LLC *2000 – Present*

Oversees permitting of all Oil Processing/Wastewater Treatment plants in the US for Heritage Crystal Clean, LLC (7 plants).

Mike Petkovich-VP – Wastewater Treatment Plant Operations – Over 30 years Exp.

Crystal Clean, LLC *2018 – Present*

Oversees and manages the Director of Florida Operational Facilities and upgrades to used oil processing facilities.

Section 4-1 C. (2)(a) – Authorization to Do Business in Florida

Crystal Clean, LLC is authorized to conduct business in the State of Florida and is in active good standing with the Florida Department of State, Division of Corporations. See Appendix A.

Section 4-1 C. (2)(b) – Experience and Qualifications

Crystal Clean has operated since 1999 and provides environmental services nationwide, including the collection and transportation of hazardous and non-hazardous solid waste. Personnel are trained in DOT, RCRA, OSHA, and state solid waste rules. Drivers hold valid

CDLs with HazMat endorsements and complete annual training in waste handling, regulated garbage, and spill response. Further training records are available upon request.

Section 4-1 C. (2)(c) – Litigation/Enforcement Disclosure

To the best of our knowledge, Crystal Clean has received or has pending the following citations, notices of violations, or fines from federal, state or local environmental regulatory agencies within the last 5 years:

See attached spreadsheet in Appendix B

Section 4-1 C. (2)(d) – Vehicles, Equipment, and Asset

A complete list of trucks, trailers, roll-off containers, and collection vehicles to be used in Polk County service is provided in Appendix C.

Section 4-1 C. (2)(e) – Frequency and Container Information

Crystal Clean does not provide dumpsters, roll carts, roll off containers, compactors, or any other containers to customers.

Section 4-1 C. (2)(f) – Inspection Consent

Crystal Clean acknowledges and consents to Polk County's right to inspect its vehicles, containers, compactors, and other equipment at any time.

Section 4-1 C. (2)(g) – Insurance Certificate

Original Certificates of Insurance evidencing compliance with Commercial General Liability coverage of at least $2,000,000 per occurrence and statutory workers' compensation coverage will be submitted with this application as Appendix D

Section 4-1 C. (2)(h) – Required Permits and Licenses

Crystal Clean has obtained all required permits and licenses necessary to provide commercial collection services in Florida, including DOT and APHIS/CBP authorizations. APHIS Monitoring Checklist is provided in Appendix E as evidence of good standing.

Section 4-1 C. (2)(i) – Sworn Affidavit

See Appendix F for affidavit.

Section 4-1 C. (2)(j) – Indemnity of County

See Appendix G for indemnity of county.

Section 4-1 C. (5) – Application Fee

Crystal Clean will submit the required commercial franchise application fee with this filing.

Appendix A

Authorization to Do Business in Florida

FLORIDA

2025 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/24

This Certificate Expires on December 31, 2025

Business Name and Location Address

HERITAGE-CRYSTAL CLEAN LLC
2000 CENTER DR STE C300
HOFFMAN ESTATES, IL 60192-5005

Certificate Number

78-8012409446-7

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit **floridarevenue.com/taxes/certificates**

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

Appendix B

Compliance History Chart

NOV Date and Citation Date	Date of Inspection	Location	Number	Agency	Violation/Action Name	Description	Status Text	$ Penalty
3/22/2022	1/19/2022	Various		EPA, IDEM, LDEQ	Civil complaint	Alleged violations for failure to complete HW determinations, storage w/o permit, failure to control emissions, failure to maintain records, mgt of used oil, inadequate secondary containment, unmanifested HW shipments, failure to mark equip, accept HW at SW facility.	In January 2022, the U.S . EPA and the states of Louisiana and Indiana filed a civil action against HCC alleging that the company's solvent re-use and non-hazardous recycling programs violated various provisions of RCRA. The company disputed the allegations and, following mediation and extensive negotiations, agreed to resolve the alleged violations through a Consent Decree under which the company admits to no wrongdoing. The Consent Decree was entered with the court in the second quarter 2024.	$1,162,500 Civil Penalty
4/11/2023	12/8/222	Customer location/NY	ILR000130062	NY DEC	Notice of Violation	Alleged manifest violations	Responded 4/25/23	
5/10/2023	5/10/2023	PA	415870	PA DEP	Notice of Violation	Alleged failure to submit quarterly report.	Have not received/ violation on PA DEP website	
6/7/2023	5/3/2023	Odessa, TX	Investigation # 1897369	TCEQ - IHW	Notice of Violation	Alleged violations for failure to submit complete and correct Annual Waste Summaries and failure to update Notice of Registration for primary contact information	Closed	
8/7/2023		MA	NON-00015316	MA DEP	Notice of Noncompliance	Missing monthly reports	Received Return to Compliance Letter 1/12/24	
8/10/2023		Portland, OR	Pre-Enforcement Notice 2023-PEN-8616	ODEQ	Pre-Enforcement Notice	Alleged violations of solid waste rules - a DEQ Solid Waste Permit is required to operate branch	Pending	
8/16/2023		Various	AH0672	PA DEP	Notice of Violation	Alleged failure to submit quarterly report.	Submitted report	
9/18/2023	6/12/2023	NY	NOV and Compliance Order # 2304033	NY DEC	Notice of Violation	Violations per inspection at our customer, ABC Imaging, regarding waste generation status.	Responded 10/6/23	
10/20/2023	7/25/2023	PA		PA DEP	Notice of Violations	Alleged violations for failure to clean ground spill, staining, cracks in asphalt, inspection records, records of releases.	Responded 11/15/23	
1/5/2024	12/18/2023	10th Street, IN	EPA-5-24-CAA-ESA-09	Region 5	Expedited Settment Agreement and Final Order	Failure to update RMP.	Settled	$ 3,000
1/25/2024		Bakersfield, CA	CAL000282598	CA DTSC	Provisional Inspection Violation	Failure to provide updated Financial Assurance	Received back to compliance letter	
10/30/2024		PA	12/17/3090	PA DEP	Notice of Violation	Failure to submit quarterly report	Sumitted report. Closed	
11/13/2024		Plant City, FL	29/8625319	EPC Hillsborough County	Compliance Assistance Offer	Storage tank violations	Return to Compliance Letter 12/11/24	
2/10/2025	12/16/2024	UT Transporter	2412156	UT DEQ	Compliance Advisory	Halogen content missing from shipping documents.	Received Closeout Letter 2/10/25	
2/3/2025		PA	438062	PA DEP	Notice of Violation	Late HW transportation fees.	Submitted fees. Closed	
4/21/2025		NY	CO 4-20250327-35	NY DEC	Notice of Violation	Allege transport of unauthorized regulated waste to multiple facilities.	Submitted info for disposal facilities	$ 3,000

Appendix C

Vehicles, Equipment, and Asset

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE CRYSTAL CLEAN

FOR YEAR 2025-2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
KENWORTH	T800	1999	ROLLOFF	25yd	29858	1NKDLB0X9XJ814071
KENWORTH	T800	2010	ROLLOFF	40yd	31254	1NKDX4TX8AJ262632
KENWORTH	T880	2024	ROLLOFF	40yd	30600	1NKZXPEX9RJ336107
KENWORTH	T800	2006	ROLLOFF	40yd	28965	1NKDLB0X66J145790
KENWORTH	T800	2006	ROLLOFF	40yd	29610	1NKDLB0XX6J145792

Appendix D

Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/30/2025

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 Marsh USA LLC 155 N. Wacker, Suite 1200 Chicago, IL 60606 CN103174334--GAWXE-25-26	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** 866-966-4864 **FAX (A/C, No):** 212-948-0770 **E-MAIL ADDRESS:** Chicago.CertRequest@marsh.com
INSURED Crystal Clean, LLC 2000 Center Drive, Suite East C300 Hoffman Estates, IL 60192	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Ironshore Specialty Insurance Company — 25445 **INSURER B :** National Union Fire Ins Co Pittsburgh PA — 19445 **INSURER C :** AIU Insurance Company — 19399 **INSURER D :** Beazley Excess and Surplus Insurance, Inc — 17520 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010763884-08 **REVISION NUMBER:** 11

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			IEPUW0030496101	06/01/2025	06/01/2026	EACH OCCURRENCE	$	5,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	X Contractual Liability						MED EXP (Any one person)	$	25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$	5,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$	5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$	5,000,000
								$	
B	AUTOMOBILE LIABILITY			14570352	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
	X MCS 90							$	
A	UMBRELLA LIAB [X] OCCUR			XSCUW0030496201	06/01/2025	06/01/2026	EACH OCCURRENCE	$	5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED [ ] RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			14570350 (AOS)	06/01/2025	06/01/2026	X PER STATUTE [ ] OTH-ER		
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A		14570351 (WI)	06/01/2025	06/01/2026	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Contractors Pollution & Professional Liability			D375C8250201	06/01/2025	06/01/2026	Limit		10,000,000
							SIR		100,000

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

CERTIFICATE HOLDER

Crystal Clean, LLC
2000 Center Drive, Suite East C300
Hoffman Estates, IL 60192

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

Marsh USA LLC

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AGENCY CUSTOMER ID: CN103174334
LOC #: Chicago

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA LLC	Crystal Clean, LLC 2000 Center Drive, Suite East C300 Hoffman Estates, IL 60192
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Layer Liability:
Policy Number: FFX2034932-14
Carrier: Nautilus Insurance Company
Policy Effective/Expiration Dates: 06/01/2025 - 06/01/2026
Aggregate: $5,000,000
Each Occurrence: $5,000,000

Site Pollution Liability:
Policy Number: MKLV3ENV105283
Carrier: Markel
Policy Effective/Expiration Dates: 06/01/2025 - 06/01/2026
Limit: $10,000,000
SIR: $500,000

The Certificate Holder is an additional insured (except for workers' compensation) concerning General Liability, Contractor's Pollution & Professional Liability, Automobile Liability, and Employer's Liability coverage, only as required by written contract and subject to the terms and conditions of the policy. The General Liability includes contractual liability and applies to work done near the railroad, per the policy's terms and conditions.

The Excess Liability policy (Ironshore #XSCUW0030496201) provide additional limits over the General Liability, Contractors' Pollution & Professional Liability, and Employer's Liability Policies, subject to the terms and conditions of the excess policy.

The Excess Liability policy (Lloyd's Syndicate HIS33 NAIC# AA-1126033) provide additional limits over the Auto Liability policy subject to the terms and conditions of the excess policy.

The insurance is primary and non-contributory over any existing insurance and is limited to liability arising from the operations of the named insured, as required by written contract and subject to the policy's terms and conditions. The Certificate Holder is a loss payee, as required by written contract concerning auto liability. A waiver of subrogation is applicable where required by written contract and subject to the policy's terms and conditions.

Additional Named Insured and a Crystal Clean, LLC subsidiary:
Patriot Environmental Services, Inc.
Worldwide Recovery Systems, Inc.
YES Management, Inc.
Envirosafe Services of Ohio, Inc.
Premium Environmental Services, Inc.

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Appendix E

APHIS Regulated Garbage Monitoring Checklist

USDA Animal and Plant Health Inspection Service
U.S. DEPARTMENT OF AGRICULTURE

APHIS Regulated Garbage Monitoring Checklist

Purpose

The purpose of this checklist is to help APHIS/CBP officials plan, conduct, and document monitoring/safeguarding activities of APHIS regulated garbage (RG) handling for compliance. Use this checklist in conjunction with the approved regulated garbage establishment's RG packet and other records maintained with APHIS/CBP.

Core List of Requirements to Handle APHIS Regulated Garbage

Monitoring is inspecting to evaluate that the regulated garbage compliance agreement holder is adhering to the core requirements to safeguard APHIS Regulated Garbage. Refer to the Core List of Requirements in the APHIS Regulated Garbage Compliance Agreement Approval Template.

Complete the applicable sections of the checklist below to record compliance monitoring results.

Monitoring Checklist (filled out by government official)

Name of establishment/company (Unit #): Heritage-Crystal Clean, LLC

Address: 5080 East State Road 60

City: Mulberry State: FL Zip Code: 33860

Phone: 813-836-4658 Email address: Carlos.Cortes@Crystal-Clean.com

Name and title of establishment representative: Carlos Cortes, Facility Manager

Date: 04/04/25

Type of establishment (check all applicable categories):

☐ Back-caterer	☐ Cleaner	☐ Caterer
■ Hauler/Cartage Firm	☐ Fixed Base Operator	☐ Storage/Transfer Station
☐ Vessel (including Cruise Ship Operator)	☐ Military Base	☐ Processor

Type of visit (check one):

☐ Enforcement visit	☐ Scheduled	☐ Spot/Unannounced
If a 6-month enforcement visit:	■ 1st inspection this FY	☐ 2nd inspection this FY
If a first year RG CA approval-quarterly enforcement visit:	☐ 1st inspection this FY	☐ 2nd inspection this FY
	☐ 3rd inspection this FY	☐ 4th inspection this FY

A. ALL ESTABLISHMENTS	Current Status (Check One)		
1. a. Are all employees current on their required APHIS regulated garbage training? **Important**: Verify training records. **Note**: Training records are required to be kept on file for three (3) years.	■Y	☐N	☐N/A
2. a. Is regulated garbage stored, locked, and secured on the premises?	■Y	☐N	☐N/A
b. Is there a pest control program for rodents, birds, and other vermin?	■Y	☐N	☐N/A
c. Does the establishment have tightly covered, leak-proof receptacles (including plastic bags at least 3 mil thick and/or containers) readily available for use to store APHIS regulated garbage?	■Y	☐N	☐N/A
d. Are all storage and containment areas in and around the establishment properly marked, including receptacles, buildings, sheds, and any exterior structure hosting smaller receptacles, and that each containment device will be uniquely marked with "REGULATED GARBAGE" clearly visible, as required by the regulated garbage compliance agreement? **Important**: If yes, verify that all areas meet APHIS requirements	■Y	☐N	☐N/A
3. a. Is an APHIS-approved cleaning and disinfection (spill) kit readily available to address APHIS regulated garbage spills per the regulated garbage compliance agreement?	■Y	☐N	☐N/A
b. Is the cleaning and disinfection (spill) log complete and up-to-date?	■Y	☐N	☐N/A
c. Has a spill occurred outside of the establishment's facility?	☐Y	☐N	■N/A
i. If yes to c. above, were required procedures followed?	☐Y	■N	☐N/A
4. a. Are all reusable tools/equipment used for handling regulated garbage spills cleaned and disinfected/sanitized?	■Y	☐N	☐N/A
b. Was the cleaning and disinfecting/sanitizing procedure performed over a drain leading to an approved sewage system or directly into a a receptacle (i.e., containment tank, plastic bag) for proper disposal?	☐Y	☐N	■N/A
5. If recyclable materials are off-loaded from the conveyance, are they separated prior to removal from the conveyance and identified to keep them separate from regulated garbage? **Important**: If yes, have the establishment explain/demonstrate separating procedures.	☐Y	☐N	■N/A
6. Have there been any changes to the establishment's operating procedures (for example, name, ownership, address, location, equipment, local contact information, etc.)? **Important**: If yes, determine whether or not the changes require action. Refer to Compliance Monitoring Inspection in the Regulated Garbage Program Manual.	☐Y	■N	☐N/A

A. ALL ESTABLISHMENTS	Current Status (Check One)		
7. Are all of the following records for handling regulated garbage complete and accurate, if applicable?			
❖Collection	■Y	☐N	☐N/A
❖Transportation	■Y	☐N	☐N/A
❖Storage	■Y	☐N	☐N/A
❖Transfer	■Y	☐N	☐N/A
❖Processing	■Y	☐N	☐N/A
❖Disinfectants and sanitizers used in association with the handling of regulated garbage (this includes disinfectant used for both cleaning and disinfection and spills)	■Y	☐N	☐N/A
❖Regulated garbage training provided to employees and any subcontractors, if applicable	■Y	☐N	☐N/A
Important: If yes, verify the accuracy of the records. Refer to the Guidelines for Regulated Garbage Record-Keeping.			
8. If the establishment was not able to perform regulated garbage handling activities, did they notify CBP/PPQ as required?	☐Y	☐N	■N/A
Important: The establishment serving as a back-up must also have a valid regulated garbage compliance agreement covering the same handling activity.			
9. a. Does the establishment provide adequate records that regulated garbage is not held in storage for more than 120 hours?	■Y	☐N	☐N/A
b. Has the establishment requested or needed to extend storage times beyond 120 hours?	☐Y	■N	☐N/A
Important: If yes, verify that the establishment communicated the need to APHIS officials.			
10. **NEXT:** PROCEED to the next category (if applicable) or to the signature page to validate your compliance inspection.			

B. CLEANERS	Current Status (Check One)		
1. Is the cleaning and disinfection kit complete, including EPA approved sanitizer for use in food handling areas?	☐Y	☐N	■N/A
2. **NEXT:** PROCEED to the next category (if applicable) or to Summarize the Monitoring Inspection Results to validate your compliance inspection.			

C. HAULERS (Cartage Firms)/CATERERS/FBOs	Current Status (Check One)		
1. If vehicles are used for hauling RG and other non-regulated material, does the vehicle/receptacle meet APHIS regulatory requirements: enclosed, (receptacles identified as regulated garbage and leak-proof), regulated garbage separated and identified per the regulated garbage compliance agreement? **Important:** If yes, verify that these items are clearly separated.	■Y	☐N	☐N/A
2. Has the route map been changed since the last inspection? **Important:** If yes, verify that the establishment has an up-to-date copy of the route map on file.	☐Y	■N	☐N/A
3. Have there been any changes in the list of pickup establishments/locations? **Important:** If yes, verify that the list has been updated in the regulated garbage compliance agreement.	☐Y	■N	☐N/A
4. Is the cleaning and disinfection kit complete, including EPA approved sanitizer for use in food handling areas (for caterers)	■Y	☐N	☐N/A
5. **NEXT:** PROCEED to the next category (if applicable) or to Summarize the Monitoring Inspection Results to validate your compliance inspection.			

D. AIRCRAFT BACK-CATERER	Current Status (Check One)		
1. Is the establishment compliant with the following?			
❖Does the aircraft depart the United States within 12 hours of the time of arrival?	☐Y	☐N	■N/A
❖Does the aircraft depart from the U.S. airport at which it arrived to a foreign destination?	☐Y	☐N	■N/A
❖Do the aircraft personnel maintain tamper-proof compartments, cabinets, storage areas and carts for unused/unopened regulated meals?	☐Y	☐N	■N/A
❖Do the aircraft personnel ensure that the meals are not removed from the conveyance for any reason?	☐Y	☐N	■N/A
❖Do the aircraft personnel maintain separation of all unused/unopened regulated supplemental meals from any regulated garbage, preventing cross-contamination or commingling with regulated garbage by crew, cabin cleaners, or any other persons in/on the aircraft[1]?	☐Y	☐N	■N/A
2. **NEXT:** PROCEED to the next category (if applicable) or to Summarize the Monitoring Inspection Results to validate your compliance inspection.			

1 If unused/unopened regulated meals contact, are commingled, or contaminated with regulated garbage, the status of the unused/unopened regulated meals will be changed to regulated garbage, which will have to be offloaded from the conveyance in accordance with APHIS RG handling requirements

E. VESSELS	Current Status (Check One)		
1. If the vessel is off-loading ash, is the regulated garbage reduced to ash, other than metal or glass? **Important:** If not, the material must be handled as regulated garbage.	☐Y	☐N	■N/A
2. Is vessel supervision in place for off-loading APHIS regulated garbage? **Important:** If yes above, verify training records of personnel providing the supervision of the off-loaded regulated garbage.	■Y	☐N	☐N/A
3. Is the regulated garbage maintained in covered, leak-proof receptacles inside the rail while on-board the vessel? **Important:** If yes above, verify that the receptacles are inside the rail and meet APHIS requirements.	■Y	☐N	☐N/A
4. Has the vessel been purged of all APHIS regulated garbage for certification of domestic status since the last monitoring interval?[1] **Important:** If yes above, verify records of purging activity.	☐Y	☐N	■N/A
5. **NEXT:** PROCEED to the next category (if applicable) or to Summarize the Monitoring Inspection Results to validate your compliance inspection.			

1 Refer to Procedures for Purging Stores, 24 Hour Rule and APHIS Regulated Garbage.

F. PROCESSORS (Grinders/Sterilizers/Incinerators)	Current Status (Check One)		
1. **For grinders:**			
a. Is the grinder directly connected to an EPA-approved sewage system?[1] **Important:** If yes, verify that the grinder is directly connected to an EPA-approved sewage system.	☐Y	☐N	■N/A
b. Are there other disposal methods in place for materials that **cannot** be processed by grinding? **Important:** If yes, verify that the other disposal methods meet APHIS requirements.	☐Y	☐N	■N/A
c. Is the grinder capable of processing a standard load and reducing garbage to particles small enough to pass easily into the sewage system? **Important:** If yes, verify equipment functionality. The grinder, grease trap, all associated equipment, and pipes, must be maintained to assure continued effective operation.	☐Y	☐N	■N/A
2. **For sterilizers:** a. Has the verification of calibration of the autoclave or non-pressurized cooker been conducted by CBP or APHIS at least twice a year and after malfunctions/ repairs? **Important:** If no, proceed with the Calibration Record-Worksheet.	■Y	☐N	☐N/A
b. Do the sterilizer records indicate that the sterilizer has met minimum standards set at the last verification of calibration, and if not was the regulated garbage reprocessed prior to removal from the sterilizer? The internal garbage temperature **must** be at least 212 °F for at least 30 minutes.	■Y	☐N	☐N/A
c. Have the thermocouple/data logger and the sterilizer thermocouple been calibrated annually by an authorized source (eg. technician/manufacturer)?	■Y	☐N	☐N/A
3. **For incinerators:** Is all garbage reduced to ash, other than metal and glass? **Important:** Verify that record-keeping logs are being maintained, and if the establishment has had to re-burn regulated garbage **not** burned to ash during the initial processing, since the last monitoring interval.	☐Y	☐N	■N/A
4. **NEXT:** PROCEED to Summarize the Monitoring Inspection Results to validate your compliance inspection.			

1 The sewage system **cannot** be a septic tank or storage lagoon.

Summarize the Monitoring Inspection Results

Proceed to the Comment Section and note additional instructions you may require, including:

- Noncompliance
- Deficiencies
- Enforcement actions (violations)
- Any other notable inspection results

COMMENT SECTION

Noncompliance/deficiencies/enforcement actions (violations)/other notables:

N/A

Time allowed to correct deficiencies not immediately resolved:

N/A

Deficiencies resolved at the time of inspection:

N/A

Carlos Cortes

Printed Name of Establishment Authorized Employee

04/04/25

Establishment Authorized Employee Signature and Title — Date

Josue A. Ramirez

Printed Name of PPQ or CBP Official

04/04/25

PPQ or CBP Official's Signature and Title — Date

A copy should be provided to the establishment employee.

Check applicable box below:

☒ Copy Provided at Visit ☐ Copy Will Be Provided After Visit ☐ By E-mail ☐ By FAX ☐ By Mail

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2025

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 Marsh USA LLC 155 N. Wacker, Suite 1200 Chicago, IL 60606 CN103174334--GAWXE-25-26	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** 866-966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** Chicago.CertRequest@marsh.com
INSURED Crystal Clean, LLC 2000 Center Drive, Suite East C300 Hoffman Estates, IL 60192	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Ironshore Specialty Insurance Company — 25445 **INSURER B :** National Union Fire Ins Co Pittsburgh PA — 19445 **INSURER C :** AIU Insurance Company — 19399 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010772258-01 **REVISION NUMBER:** 0

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 X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			IEPUW0030496101	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 25,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X MCS 90			14570352	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			XSCUW0030496201	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			14570350 (AOS) 14570351 (WI)	06/01/2025 06/01/2025	06/01/2026 06/01/2026	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
A	Contractors Pollution & Professional Liability			IEPUW0030496101	06/01/2025	06/01/2026	Per Occurrence Limit Deductible	5,000,000 100,000

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

RE: All Work Performed for Polk County.
Certificate Holder is included as additional insured as required by written contract with respect to general and auto liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

Polk County
a Political Subdivision
of the State of Florida
330 W Church St, 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
of Marsh USA LLC

Marsh USA LLC

DRAFT

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AGENCY CUSTOMER ID: CN103174334
LOC #: Chicago

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA LLC	Crystal Clean, LLC 2000 Center Drive, Suite East C300 Hoffman Estates,IL 60192
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Layer Liability:
Policy Number: FFX2034932-14
Carrier: Nautilus Insurance Company
Policy Effective/Expiration Dates: 06/01/2025 - 06/01/2026
Aggregate: $5,000,000
Each Occurrence: $5,000,000

Site Pollution Liability:
Policy Number: MKLV3ENV105283
Carrier: Markel
Policy Effective/Expiration Dates: 06/01/2025 - 06/01/2026
Limit: $10,000,000
SIR: $500,000

The Certificate Holder is an additional insured (except for workers' compensation) concerning General Liability, Contractor's Pollution & Professional Liability, Automobile Liability, and Employer's Liability coverage, only as required by written contract and subject to the terms and conditions of the policy. The General Liability includes contractual liability and applies to work done near the railroad, per the policy's terms and conditions.

The Excess Liability policy (Ironshore #XSCUW0030496201) provide additional limits over the General Liability, Contractors' Pollution & Professional Liability, and Employer's Liability Policies, subject to the terms and conditions of the excess policy.

The Excess Liability policy (Lloyds Syndicate HIS33 NAIC# AA-1126033) provide additional limits over the Auto Liability policy subject to the terms and conditions of the excess policy.

The insurance is primary and non-contributory over any existing insurance and is limited to liability arising from the operations of the named insured, as required by written contract and subject to the policy's terms and conditions. The Certificate Holder is a loss payee, as required by written contract concerning auto liability. A waiver of subrogation is applicable where required by written contract and subject to the policy's terms and conditions.

Additional Named Insured and a Crystal Clean, LLC subsidiary:
Patriot Environmental Services, Inc.
Worldwide Recovery Systems, Inc.
YES Management, Inc.
Envirosafe Services of Ohio, Inc.
Premium Environmental Services, Inc.
Mirachem, LLC

DRAFT

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Appendix F

Affidavit

INDEMNITY

WHEREAS, THE UNDERSIGNED Lebene Hormeku (the "Undersigned"), is the General Counsel of Crystal Clean, LLC (the "Service Provider"), a Indiana Limited Liability Company,

WHEREAS, the Service Provider, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Service Provider

NOW, THEREFORE, in consideration of the benefits accruing to the Service Provider and for other good and valuable consideration, the Undersigned, by and on behalf of the Service Provider does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Service Provider, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Service Provider this 25 day of September, 2025.

ATTEST:

Crystal Clean LLC
a Indiana LLC

By: _____

Peter Romei, Corporate Counsel
[Printed Name, Title]

By: _____

LEBENE HORMEKU, GENERAL COUNSEL
[Printed Name, Title]

SEAL

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned notary public authorized to administer oaths, personally appeared Peter Romei who, first being duly sworn, on oath deposes and states, as follows:

1) He is Corporate Counsel to Crystal Clean, LLC a Indiana corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Crystal Clean, LLC.

4) There are no liens of record filed by the Internal Revenue Service against Crystal Clean, LLC.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Crystal Clean, LLC.

6) Crystal Clean, LLC acknowledges and consents that the County shall have the right to inspect Crystal Clean, LLC vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Crystal Clean, LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term Crystal Clean, LLC will continue to comply with the same.

Further the affiant sayeth not.

Dated the 25th day of September, 2025

Sworn Person Signature

Peter Romei Corporate Counsel
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 25th day of September, 2025, by Peter Romei, who is either ☒ personally known to me; or ☐ has produced _____ as identification.

OFFICIAL SEAL
LEBENE ABENA HORMEKU
Notary Public, State of Illinois
Commission No. 624413
My Commission Expires April 21, 2029

(AFFIX NOTORIAL SEAL)

Notary Public Signature

Lebene A. Hormeku
Printed Name of Notary Public

624413 4/21/2029
Notary Commission Number/Expiration

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 245584 **CLASS: B** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
CRYSTAL CLEAN OF FLORIDA LLC	5080 HWY 60 EAST MULBERRY

BUSINESS NAME AND MAILING ADDRESS

CRYSTAL CLEAN LLC
CRYSTAL CLEAN LLC
2000 CENTER DR E
HOFFMAN EST, IL 60192-5005

CODE	ACTIVITY TYPE
220050	WASTEWATER TREATMENT PLANT
810000	LTD OTHER SERVICES

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 - 3527493 09/17/2025 OPY **OLP 57.75** **CRYSTAL CLEAN LLC**

Office of Tax Collector
Trust & Confidence

Receipt #	3527493
Date:	09/17/2025 1:51 pm
Time:	13:51:21
Location:	ONLINE PAYMENTS
Cashier:	OPY

Items Paid

Type	Tax Year / Item	Description/ Account	Amount
Business Tax	2025	187257	31.50
Business Tax	2025	245584	57.75
		Item Total	89.25

Payments

Method	Payee	Account/Check #	Amount
ECHECK	CRYSTAL CLEAN LLC		89.25
		Payment Total	89.25

Change Due	0.00
Balance	0.00

* Note - Online Payment

****End****

INDEMNITY

WHEREAS, THE UNDERSIGNED Peter Romei (the "Undersigned"), is the Corporate Counsel of Crystal Clean, LLC (the "Company"), a Indiana Limited Liability Company

WHEREAS, the Company, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Company

NOW, THEREFORE, in consideration of the benefits accruing to the Company and for other good and valuable consideration, the Undersigned, by and on behalf of the Company does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Company, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Company this 29th day of September, 2025.

ATTEST:

Crystal Clean LLC
an Indiana Company

By: Peter Romei

Peter Romei, Corporate Counsel
[Printed Name, Title]

By:

Lebene Hormeku, General Coun.
[Printed Name, Title]

SEAL

OFFICIAL SEAL
LEBENE ABENA HORMEKU
Notary Public, State of Illinois
Commission No. 624413
My Commission Expires April 21, 2029

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 245584 **CLASS: B** **EXPIRES: 09/30/2025**

OWNER NAME	LOCATION
ERIK CARBERRY	5080 HWY 60 EAST MULBERRY

BUSINESS NAME AND MAILING ADDRESS

HERITAGE CRYSTAL CLEAN, LLC
HERITAGE CRYSTAL CLEAN, LLC
2000 CENTER DR E
HOFFMAN EST, IL 60192-5005

CODE	ACTIVITY TYPE
220050	WASTEWATER TREATMENT PLANT
810000	LTD OTHER SERVICES

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 - 2595457 09/10/2024 OPY **OLP 57.75** **HERITAGE CRYSTAL CLEAN, LLC**

DEPARTMENT OF Solid Waste, POLK COUNTY FLORIDA No 97827

RECEIVED FROM Crystal Clean LLC Date 10/01 20 25

FUND	COST CENTER	ACCOUNT	PROJECT

FOR: New Franchise Fee - Application $ 750.00

$

$

$

CASH ☐ _____ BY Veronica Turpin-Grant

CHECK ☐ 1493219 TOTAL $750.00

REVISED 05/12

Crystal Clean, LLC
Crystal Clean, LLC
2000 Center Drive
Suite East C300
Hoffman Estates IL 60192
United States

Bank of America - Northbrook

1472119

70-2328/719

DATE 8/26/2025

PAY AMOUNT **$750.00*****

PAY Seven hundred fifty and 00/100**********

To The Order Of

POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
10 ENVIRONMENTAL LOOP S
WINTER HAVEN FL 33880

Mark DeVita

⑈1472119⑈ ⑆071923284⑆ 876531528 5⑈

HERITAGE-CRYSTAL CLEAN, LLC
To: V80570 POLK COUNTY Landfill

Check Number:1472119
Check Date:8/26/2025

Invoice Number	Date	Voucher Number	Supplier Notes	Amount	Discount	Paid Amount
EX34123	8/25/2025			$750.00		$750.00

Agenda Item R.51. 11/18/2025

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Goodbye to Junk LLC.

DESCRIPTION

Goodbye to Junk LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Goodbye to Junk LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Goodby to Junk Date: 10.10.25

Status	Brief Description of Application Requirements
☑ Met; **1.** ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; **2.** ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; **3.** ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; **4.** ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☑ Met; **5.** ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; **6.** ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; **7.** ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; **8.** ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) **Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830**
☑ Met; **9.** ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met **10.** ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☑ Met; **11.** ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☑ Met **12.** ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)



Goodbye To Junk LLC.
Loc: 8058 Settlers Creek Cr Lakeland, FL 33810
Phone: 863-738-3701
Email: GoodbyeTojunk@yahoo.com

Date: 10/01/2025

My name is Jorge Jorge and I'm the owner of Goodbye To Junk LLC.

Please accept this correspondence as our application form to obtain a Non-Exclusive Commercial Franchise for the purpose of collecting, removing, and transporting commercial solid waste with Polk County and landfill privileges.

Goodbye To Junk LLC. is a commercial transporter of solid waste generated from companies throughout Polk County. I provide roll off containers and junk removal service. I started part time two years ago and now full time as of April 2025.

When I was laid off from my previous employer after 27 years.
I decided to go full time to Goodbye To Junk LLC.

Jorge Jorge
Goodbye To Junk LLC.
Loc: 8058 Settlers Creek Cr Lakeland, FL 33810
Phone: 863-738-3701
Email: GoodbyeTojunk@yahoo.com

Goodbye To Junk LLC.
Loc: 8058 Settlers Creek Cr Lakeland, FL 33810
Phone: 863-738-3701
Email: GoodbyeTojunk@yahoo.com

Date: 10/01/2025

To Whom It May Concern:

As of the date of this correspondence, Goodbye to Junk LLC, as well as its Managing Member/Owner, JORGE JORGE, affirm that the business and its owner(s) have never been, and are not currently, involved in any type of litigation, criminal proceedings, judgments, or agency enforcement cases, or liens, including but not limited to matters involving the Internal Revenue Service, state government, federal government, or civil suits.

I, JORGE JORGE, Managing Member/Owner of Goodbye to Junk LLC, do hereby attest that the above statement is true and correct.

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 4th day of October, 2025 by Jorge Jorge, who is:

☐ Personally Known
☑ Produced Identification (Type: FL Driver License)

Notary Public, State of Florida
(Signature) _____
(Print Name) Roberto Armando Ruiz Vazquez
My Commission Expires: Sept 8, 2028

NOTARY PUBLIC
ROBERTO ARMANDO RUIZ VAZQUEZ
Notary Public, State of Florida
Commission# HH 590412
My comm. expires Sept. 8, 2028



Detail by Entity Name

Florida Limited Liability Company
GOODBYE TO JUNK LLC

Filing Information

Document Number	L25000069176
FEI/EIN Number	NONE
Date Filed	02/10/2025
Effective Date	02/09/2025
State	FL
Status	ACTIVE

Principal Address

8058 SETTLERS CREEK CIR
LAKELAND, FL 33810

Mailing Address

8058 SETTLERS CREEK CIR
LAKELAND, FL 33810

Registered Agent Name & Address

JORGE, JORGE
8058 SETTLERS CREEK CIR
LAKELAND, FL 33810

Authorized Person(s) Detail

Name & Address

Title MGR

JORGE, JORGE
8058 SETTLERS CREEK CIR
LAKELAND, FL 33810

Annual Reports

No Annual Reports Filed

Document Images

02/10/2025 -- Florida Limited Liability View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/07/2025

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	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkshire Hathaway Direct Insurance Company	10391
INSURED Goodbye To Junk LLC 8058 Settlers Creek Circle Lakeland, FL 33810-5352	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC X OTHER:			N9BP063647	09/09/2025	09/09/2026	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 $ 50,000 $ 5,000 $ Included $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			N9UM065498	09/09/2025	09/09/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

CERTIFICATE HOLDER

The City of Polk County Solid Waste Division
10 Environmental Loop S
Winter Haven, FL 33880

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 Patrick Gayle

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BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/28/2025 **EXPIRATION DATE:** 10/28/2027

PERSON: JORGE JORGE **EMAIL:** GOODBYETOJUNK@YAOO.COM

FEIN: 259937956

BUSINESS NAME AND ADDRESS:

GOODBYE TO JUNK LLC

8058 SETTLERS CREEK CIR,

LAKELAND, FL 33810

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

E02239836 QUESTIONS? (850) 413-1609

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
Rule 69L-6.012, F.A.C. REVISED 08/2025

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Goodbye to Junk

FOR YEAR _____

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
Ram	3500	2024	Truck	N/A	14,000 lbs	3C63RRGL5RG295541

1474

REVISED 08/2014

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Goodbye To Junk LLC

FOR YEAR _____

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY *(CU YD)*	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Rental				Dumper Trailer	15 (CU YD)	ON CALL		7FWB01420S1031897
			ROLL OFF		14 (CU YD)	ON CALL		335693
			ROLL OFF		14 (CU YD)	ON CALL		335751

1475

INDEMNITY

WHEREAS, THE UNDERSIGNED Jorge Jorge (the "Undersigned"), is the Owner of Goodbye to Junk (the "_____"), a _____,

WHEREAS, the Goodbye to Junk, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Goodbye to Junk

NOW, THEREFORE, in consideration of the benefits accruing to the Goodbye to Junk and for other good and valuable consideration, the Undersigned, by and on behalf of the Goodbye to Junk does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Goodbye to Junk, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Goodbye to Junk this 30th day of September, 2025

ATTEST:

_____
a OWNER

By: Jorge Jorge
MANAGER/OWNER
[Printed Name, Title]

By: _____
_____
[Printed Name, Title]

SEAL

State of Florida Acknowledgement Notary Certificate

STATE OF FLORIDA
COUNTY OF POLK

On Sepetmber 30th , 2025, before me, ELIZABETH SUBIRANA, a notary public, personally appeared by physical presence, JORGE JORGE who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached INDEMNITY [name of document] instrument and acknowledged to me that that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State listed above that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Personally known OR
Produced identification x Type of identification produced: FLORIDA DRIVER LICENSE

(Signature of notary public)

My commission expires: MARCH 04, 2029

NOTARY PUBLIC
ELIZABETH SUBIRANA
Notary Public, State of Florida
Commission# HH 647660
My comm. expires Mar. 04, 2029

Official Seal

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Jorge Jorge who, first being duly sworn, on oath deposes and states, as follows:

1) He is owner, a L/C corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Good bye to Junk

4) There are no liens of record filed by the Internal Revenue Service against Goodbye to junk.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Goodbye to Junk.

6) Goodbye to Junk acknowledges and consents that the County shall have the right to inspect Goodbye to junk vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Goodbye to Junk has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term of one Year will continue to comply with the same.

Further the affiant sayeth not.

Dated the 30th day of September, 2025

Sworn Person Signature

Jorge Jorge
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 30th day of September, 2025, by Jorge Jorge, who is either □ personally known to me; or ☒ has produced FL DL as identification.

NOTARY PUBLIC
ELIZABETH SUBIRANA
Notary Public, State of Florida
Commission# HH 647660
My comm. expires Mar. 04, 2029

Notary Public Signature

Elizabeth Subirana
Printed Name of Notary Public

HH 847660 / March 4, 2029
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

Office of Tax Collector
Trust & Confidence

Receipt #	3565080
Date:	10/08/2025 1:25 pm
Time:	13:25:18
Location:	LAKELAND SERVICE CENTER
Cashier:	CEK

Items Paid

Type	Tax Year / Item	Description/ Account	Amount
Misc	BALANCE PENDING		31.50
		Item Total	31.50

Payments

Method	Payee	Account/Check #	Amount
CASH	JORGE JORGE		40.00
		Payment Total	40.00

Change Due	8.50
Balance	0.00

****End****

Thank you for your payment!

This service has been provided by Polk County BoCC - Solid Waste, FL and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Polk County BoCC - Solid Waste, FL . The Polk County BoCC - Solid Waste department Thanks You For Your Payment. Credit Card Services provided by Polk County BoCC - Solid Waste department are in connection with POINT & PAY.

Name:	jorge jorge
Address:	8058 Settlers Creek Circle, La, lakeland FL, US, 33810
Contact:	8637383701
Comments:	

Payment ID:	**183912475**
Date:	10/10/25 02:30 PM
Subtotal:	$750.00
Fee:	$23.15
Total:	$773.15
Method:	Credit Card(**********1944)

Item Purchased	Transaction Description	Account	Amount
License Renewal	CTYPolkWsteGOV	non-exclusive Franchise . Application fee	$750.00

Signature:_____ **Date:**_____/_____/_____

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYPolkWsteGOV* . If you have any questions about the charges please call 1-888-891-6064.

Print Receipt Close Window

Agenda Item R.52. 11/18/2025

SUBJECT

Approve renewal of the Non-Exclusive Commercial Franchise for FY2025-26 by Gregory M. Webb dba Webb's Can-It.

DESCRIPTION

Gregory M. Webb dba Webb's Can-It is requesting approval for renewal of Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Gregory M. Webb dba Webb's Can-It as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: WEBB'S CAN-IT Date: _____

Status	Brief Description of Application Requirements
☐ Met ☐ Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☐ Met; ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☐ Met ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☐ Met ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c)
☐ Met ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☐ Met ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☐ Met ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☐ Met; ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
☐ Met ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☐ Met ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i)
☐ Met ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j)
☐ Met ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

Commented [DZ1]: Need copy of SunBiz

Commented [DZ2]: Will have Attorney Decide if Coverage limits are correct.

DRAFT

GREGORY M. WEBB

SKILLS

I am a results-oriented professional with 32 + years of experience working with heavy equipment and a proven knowledge of hard work, common-sense conflict resolution and safe equipment management.

OBJECTIVE

I aim to leverage my skills to successfully build my business and continue providing trust-worthy, reasonably-priced service to my customers.

EXPERIENCE

Owner | Webb's Can-It | Feb. 2002 - Present

Coordinates daily operations for drivers.

Oversees the maintenance and repair of machinery, equipment, and mechanical systems.

Maintains and expands customer base by providing personal service support.

Operates the trucks and make deliveries for containers.

Provides 24-hour Emergency highway clean-up support in tandem with Webb's Towing

Oversees compliance with state and county regulations and safety guidelines.

Manager | Webb's Auto Salvage | Jan.1995 - Present

Oversees daily operations of recycling and salvage yard

Purchases equipment, assets and parts sold.

Maintains safety and good working order of equipment.

Oversees compliance with state and county regulations, and safety guidelines.

EDUCATION

B.S. Criminology | June 1994 | Florida Southern College

ASE Certified | 1992

Commercial Driver's License | 2002



-Webbscanit
@gmail.com



863-581-3203

ADDITIONAL SKILLS

Adept at operating most heavy equipment, including, but not limited to fork lifts, excavators, loaders, and backhoes.

Background in plumbing, electrical work and small engine repair.



Previous on List Next on List Return to List

Filing History

Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

WEBB'S CAN-IT

Filing Information

Registration Number	G02044900112
Status	ACTIVE
Filed Date	02/13/2002
Expiration Date	12/31/2027
Current Owners	2
County	POLK
Total Pages	5
Events Filed	4
FEI/EIN Number	02-0535189

Mailing Address

3007 EAST MAIN ST.
LAKELAND, FL 33801

Owner Information

WEBB, GREGORY M.
3007 EAST MAIN ST.
LAKELAND, FL 33801
FEI/EIN Number: NONE
Document Number: NONE

WEBB, ASHLEY LEANNE
3007 EAST MAIN ST.
LAKELAND, FL 33801
FEI/EIN Number: NONE
Document Number: NONE

Document Images

02/13/2002 -- REGISTRATION	View image in PDF format
07/06/2022 -- Fictitious Name Renewal Filing	View image in PDF format
11/28/2017 -- Fictitious Name Renewal Filing	View image in PDF format
12/01/2012 -- Fictitious Name Renewal Filing	View image in PDF format
02/05/2007 -- RENEWAL	View image in PDF format

APPLICATION FOR RENEWAL OF FICTITIOUS NAME

REGISTRATION# G02044900112

FILED
Jul 06, 2022
Secretary of State
G22000080633

Fictitious Name: WEBB'S CAN-IT

Current Mailing Address:

3007 EAST MAIN ST.
LAKELAND, FL 33801

New Mailing Address:

Current County of Principal Place of Business:

POLK

New County of Principal Place of Business:

Current FEI Number:

02-0535189

New FEI Number:

Current Owner(s):

Document #: ( ) Delete
FEI #:
Name: WEBB, GREGORY M.
Address: 3007 EAST MAIN ST.
City-St-Zip: LAKELAND, FL 33801

Document #: ( ) Delete
FEI #:
Name:
Address:
City-St-Zip:

Additions/Changes to Owner(s):

Document #: ( ) Change ( ) Addition
FEI #:
Name:
Address:
City-St-Zip:

Document #: ( ) Change (X) Addition
FEI #:
Name: WEBB, ASHLEY LEANNE
Address: 3007 EAST MAIN ST.
City-St-Zip: LAKELAND, FL 33801

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I understand that the electronic signature below shall have the same legal effect as if made under oath. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

ASHLEY WEBB 07/06/2022

Electronic Signature(s) Date

Certificate of Status Requested ( ) **Certified Copy Requested ( )**

Webb's Can-It

ROLL-OFF CONTAINER SERVICE



Polk County Non-Exclusive Commercial Franchise application

Gregory M. Webb dba Webb's Can-It

3007 E Main St.
Lakeland, FL 33801
Ph: 863-669-9030
Cell: 863-581-3203
Email: Webbscanit@gmail.com

Section 4-1 C
(2) (a-b)
Principle owner: Gregory M. Webb
CDL # W100-293-71-106-0
Secretary: Ashley Webb

(2) (c)
Principle is not involved in any litigation, criminal proceedings or agency enforcement cases.
Secretary is not involved in any litigation, criminal proceedings or agency enforcement cases.

(2) (f)
Applicant acknowledges and consents to the County's right to inspect Applicant's vehicles, containers, compactors and other equipment at any time.

Dated the 3 day of September, 2025

Gregory M. Webb
Sworn person's signature

Gregory M. WEBB
Printed name and Title of sworn person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 3 day of September 2025, by Gregory Webb who is either X personally known to me; or ☐ has produced _____ as identification.

Notary Public State of Florida
Celena Frazier
My Commission HH 395363
Expires 5/7/2027

(Affix Notorial Seal)

Celena Frazier

HH395363 / 5-7-27
Notary Commission Number/Expiration

POLK COUNTY WASTE & RECYCLING
NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Webb's Can-It

FOR YEAR 2025-2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
Sterling	Acterra	2005	RO		64,000	2FZHAZCK15AU00066
Kenworth	T-300	1995	RO		64,000	2XKDD99X6SM642632

List of Containers **2025-2026**
Section 4-1 C
(2)(e)

10 yard cans ID #

10-001
10-002
10-003
10-004
10-005
10-006
10-007

20 yard cans ID #

20-001	20-011	20-020
20-002	20-012	20-021
20-003	20-013	20-022
20-004	20-014	20-023
20-005	20-015	20-024
20-006	20-016	20-025
20-007	20-016	20-026
20-008	20-017	20-027
20-009	20-018	
20-010	20-019	

30 yard cans ID #

30-001	30-011	30-021
30-002	30-012	30-022
30-003	30-013	30-023
30-004	30-014	30-024
30-005	30-015	30-025
30-006	30-016	30-026
30-007	30-017	30-027
30-008	30-018	
30-009	30-019	
30-010	30-020	

40 yard cans ID #

40-001	40-011
40-002	
40-003	
40-004	
40-005	
40-006	
40-007	
40-008	
40-009	
40-010	

POLK COUNTY WASTE & RECYCLING
NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE _____

FOR YEAR 2025 - 2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
One			x		30	x		30-010
Two			x		30	x		30-009
Three			x		20	x		20-013
Four			x		20	x		20-008
Five			x		30	x		30-020
Six			x		30	x		30-021
Seven			x		40	x		40-001

GREGWEB-01 SDAVIDSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2025

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 Williams-Hess Insurance 1617 East Gary Rd. Lakeland, FL 33801	CONTACT NAME: Robert Brandeberry PHONE (A/C, No, Ext): (863) 682-5195 107 FAX (A/C, No): (863) 686-3051 E-MAIL ADDRESS: Bob@williamshessins.com
INSURED GREG WEBB DBA WEBB'S CAN IT 3007 E MAIN ST LAKELAND, FL 33801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Atlantic Casualty — 42846 INSURER B : Colony — 39993 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			L264004178-0	1/8/2025	1/8/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			AR6462405	1/8/2025	1/8/2026	AGGREGATE	$ 3,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Polk County Waste & Recycling Division
10 Environmental Loop
Winter Haven, FL 33880

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

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2025

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
SUNZ Insurance Solutions, LLC ID: (Convergence)
c/o Convergence Employee Leasing, Inc.
9393-1 Mill Springs Drive
Jacksonville, FL 32257

CONTACT NAME: Convergence
PHONE (A/C, No, Ext): 904-731-9014 FAX (A/C, No): 904-731-0059
E-MAIL ADDRESS: Info@convergencepeo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SUNZ Insurance Company	34762
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Convergence Employee Leasing, Inc.
9393-1 Mill Springs Drive
Jacksonville FL 32257

COVERAGES **CERTIFICATE NUMBER:** 86990245 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WC006-00001-024	10/1/2024	10/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Gregory M Webb dba Webb's Can-It
Client Effective Date: 1/1/2018

CERTIFICATE HOLDER

Polk County Waste & Recycling Division
10 Environmental Loop S
Winter Haven FL 33880

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
Rick Leonard

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AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared

Gregory M. Webb who, first being duly sworn, on oath deposes and states, as follows:

1) He is dba Webb's Can-It, a Sole Proprietorship corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Gregory Webb dba Webb's Can-It.

4) There are no liens of record filed by the Internal Revenue Service against Webb's Can-It.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Webb's Can-It.

6) Gregory M. Webb acknowledges and consents that the County shall have the right to inspect Webb's Can-It vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Webb's Can-It has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term Webb's Can-It will continue to comply with the same.

Further the affiant sayeth not.

Dated the 3 day of Sept, 2025

Gregory M. Webb
Sworn Person Signature
Gregory M. Webb, Owner
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 3 day of September, 2025 by Gregory Webb, who is either ☒ personally known to me; or ☐ has produced _____ as identification.

Notary Public State of Florida
Celena Frazier
My Commission HH 395363
Expires 5/7/2027

Celena Frazier
Notary Public Signature
Celena Frazier
Printed Name of Notary Public
HH395363 / 5/7/27
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

INDEMNITY

WHEREAS, THE UNDERSIGNED Gregory M. Webb (the "Undersigned"), is the owner of Webb's Can-It (the "Applicant" a Florida Sole Proprietor,

WHEREAS, the Applicant, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Applicant

NOW, THEREFORE, in consideration of the benefits accruing to the Applicant and for other good and valuable consideration, the Undersigned, by and on behalf of the Applicant does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Webb's Can-It ,
its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Applicant this 3 day of Sept, 2025.

ATTEST: Gregory M. Webb dba Webb's Can-It a Applicant

By: Celena Frazier

Celena Frazier
[Printed Name, Title]

By: Gregory M. Webb

Gregory M. Webb, Owner
[Printed Name, Title]

SEAL

Notary Public State of Florida
Celena Frazier
My Commission HH 395363
Expires 5/7/2027

Sent from my iPhone

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3512045 09/09/2025 OPY OLP 57.75 WEBBS SALVAGE CO LLC

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 19092 CLASS: A EXPIRES: 09/30/2026

OWNER NAME	LOCATION
GREGORY M WEBB	3007 E MAIN ST LAKELAND

BUSINESS NAME AND MAILING ADDRESS

WEBBS CAN IT
WEBBS CAN-IT
3007 E MAIN ST
LAKELAND, FL 338019410

CODE ACTIVITY TYPE
560000 LTD SUPPORT SERVICE

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3558581 10/03/2025 HSP TP 31.50 WEBBS CAN IT

DEPARTMENT OF Solid Waste, POLK COUNTY FLORIDA **No** 97693

RECEIVED FROM Webb's Can-It Date 9/5 20 25

FUND	COST CENTER	ACCOUNT	PROJECT

FOR: Annual Hauler Fee $ 500.00

$

$

$

CASH ☐ ____ BY: Wendy Tupin-Grant

CHECK ☐ 2791 TOTAL $500.00

REVISED 05/12

Webb's Can-It
Gregory M. Webb
3007 E Main St
Lakeland, FL 33801-9410

2791

Sept 3 20 25

63-215/631

PAY TO THE ORDER OF Polk County Waste & Recycling $ 500.00

Five hundred and 00/100 DOLLARS

SunTrust

FOR Non-exclusive Comm Fran Application Ashley Webb

⑈002791⑈ ⑆063102152⑆05240089688896⑈

Agenda Item R.53. 11/18/2025

SUBJECT

Approve renewal for Non-Exclusive Commercial Franchise for FY2025-26 by Pouncey Recycling & Sanitation INC.

DESCRIPTION

Pouncey Recycling & Sanitation INC is requesting approval for the renewal of Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Pouncey Recycling & Sanitation INC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Pouncey Recycling Date: _____

Status	Brief Description of Application Requirements
☑ Met; ☐ Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☐ Met; ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; ☒ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c)
☑ Met; ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
☑ Met; ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met; ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i)
☑ Met; ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j)
☑ Met; ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

Need SunBiz

9.24.25 Need to be Notarized Email Sent.

updated

DRAFT

Section 4-1 C. (2)(a)

Pouncey Recycling & Sanitation INC

PO Box 5302

Lakeland, FL 33807

Principals- Alisa Webster 50% owner. I am the secretary for the company.

Clinton Perkinson 50% owner. He runs the day to day activities. He works on the trucks and routes them.

Partnership- None

Section 4-1 C. (2)(c)

The company is not in any litigation. We are not in partnership with anyone that is being sued.

Section 4-1 C. (2)(e)

The roll offs are 30 & 20 yard cans. They are on call, they are not on a set schedule to pick up. The front loads are picked up weekly and they are 8 yard, 4 yard, and 2 yard.

The foregoing instrument was acknowledged before me on this 15th day of September 2025
by Alisa Webster
who is personally known to me or has produced Florida Drivers Lic
as identification

Notary Public Signature

JERRETT RODRIGUEZ
Notary Public, State of Florida
Commission# HH 406521
My comm. expires June 5, 2027

Alisa Webster
9-25-25

Pouncey Recycling & Sanitation

Industry: Solid Waste Management & Recycling
Location: 2506 Mine and Mill Lane, Lakeland, FL. 33813
Contact: Lisa Webster (863) 608-5472

Company Overview:

Pouncey Recycling & Sanitation is a trusted provider of comprehensive solid waste management and recycling services. With years of hands-on experience, we specialize in residential, commercial, and industrial waste removal, always prioritizing environmental responsibility, operational efficiency, and safety-first practices.

Core Services:

- **Solid Waste Collection & Disposal**
  Expert handling of municipal, commercial, and industrial waste streams. We ensure timely, compliant, and efficient waste pickup and transport.
- **Roll-Off Dumpster Rentals**
  Reliable roll-off container solutions for construction, demolition, and cleanout projects.
- **Bulk Item Removal & Special Waste Handling**
  Safe and professional removal of large and specialty items, including construction debris and non-hazardous special waste.

Experience with Solid Waste:

- Decades of combined industry experience across all levels of solid waste operations
- Proven track record managing high-volume waste accounts with a focus on regulatory compliance
- Hands-on expertise in routing logistics, landfill operations, recycling stream optimization, and customer service

Our Safety-First Commitment:

At Pouncey Recycling & Sanitation, **safety is our top priority**. We maintain strict safety protocols across every level of our operation, including:

- Daily vehicle and equipment inspections
- Ongoing employee training in OSHA standards and safe handling practices
- Regular safety audits and continuous improvement measures
- Compliance with all local, state, and federal environmental and safety regulations

Our "Safety First" culture protects our team, our customers, and the communities we serve!



Detail by Entity Name

Florida Profit Corporation
POUNCEY RECYCLING & SANITATION INC.

Filing Information

Document Number	P23000062341
FEI/EIN Number	93-3071015
Date Filed	08/25/2023
Effective Date	08/24/2023
State	FL
Status	ACTIVE

Principal Address

2506 MINE AND MILL LANE
LAKELAND, FL 33801

Mailing Address

P.O. Box 5302
LAKELAND, FL 33807

Changed: 10/06/2023

Registered Agent Name & Address

WEBSTER, ALISA Y
4225 WALYN DR
MULBERRY, FL 33860

Officer/Director Detail

Name & Address

Title President

WEBSTER, ALISA Y
2506 MINE AND MILL LANE
LAKELAND, FL 33801

Title VP

PERKINSON, CLINTON M
2506 MINE AND MILL LANE
LAKELAND, FL 33801

Title SEC.

WEBSTER, TALISHA R
2506 MINE AND MILL LANE
LAKELAND, FL 33801

Annual Reports

Report Year	Filed Date
2024	04/25/2024
2025	02/13/2025

Document Images

02/13/2025 -- ANNUAL REPORT	View image in PDF format
04/25/2024 -- ANNUAL REPORT	View image in PDF format
08/25/2023 -- Domestic Profit	View image in PDF format

Pouncey Recycling & Sanitation Inc.
PO Box 5302
Lakeland, FL 33807

Date: 10/21/25

To whom it may concern:

As of the date of the correspondence stated above, Pouncey Recycling & Sanitation Inc., as well as its Managing Member/Owner, Alisa Webster. Our company was involved in litigation regarding a truck that caught on fire. As part of the settlement agreement, we are required to make monthly payments in the amount of **$1,250** until the total balance is paid in full. As of to date there are not any other litigations, criminal proceedings, or agency enforcement cases are applicable to its principals, partners, and officers.

I, Alisa Webster, MGR\Owner of Pouncey Recycling & Sanitation Inc., do attest the above statement to be true and correct.

State Florida County of Polk

The foregoing instrument was acknowledged before me this 21st day of Oct. Personally Know or Produced identification

Alisa Webster

The foregoing instrument was acknowledged before me on this 21st day of Oct. 2025
by Alisa Webster
who is personally known to me or has produced FL/Driver license
as identification
Brandi VanEepoel
Notary Public Signature

BRANDI VANEEPOEL
Notary Public, State of Florida
Commission# HH 391912
My comm. expires Feb. 27, 2027

IDEAREF-01 DASBURY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2025

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 Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	CONTACT NAME: Certificates PHONE (A/C, No, Ext): (727) 258-5774 FAX (A/C, No): E-MAIL ADDRESS: certs@cci-ins.com
INSURED Pouncey Recycling & Sanitation Inc 2506 Mine and Mill Lane Lakeland, FL 33801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Guide One National Insurance Company — 14167 INSURER B : Clear Blue Insurance Company — 28860 INSURER C : Frank Winston Crum Insurance Company — 11600 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	ENV562017978-00	1/11/2025	1/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION LIBAI	$ 2,000,000 $ 50,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	AQ1YFL004173-01	1/11/2025	1/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	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	X	FWFL0026968502	1/11/2025	1/11/2026	[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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by written contract, the certificate holder is listed as an additional insured, on a primary non-contributory basis, with regard to the General Liability and is an additional insured on the Auto policy. A waiver of subrogation applies in favor of the certificate holder on the General Liability, Auto and Workers' Compensation policy.

CERTIFICATE HOLDER

Polk County Solid Waste Division
10 Environmental Loop S
Winter Haven, FL 33880

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

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where you are obligated to waiver rights of recovery pursuant to a written contract or agreement executed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/11/2025 Policy No. FWFL0026968502 Endorsement No.
Insured Pouncey Recycling & Sanitation Inc Premium

Insurance Company Frank Winston Crum Insurance Company

Countersigned by _____

© 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY/NON-CONTRIBUTORY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRIMARY/NON-CONTRIBUTORY – If required by written contract or agreement, effected prior to the date your operations for that person or organization commenced and named below, such insurance as is afforded by this policy to any additional insureds under this policy shall be primary insurance, and any insurance or self-insurance maintained by such additional insured(s) shall not contribute to the insurance afforded to the named insured.

All other terms and conditions remain unchanged.

SCHEDULE

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
   a. That request is made prior to the date your operations for that person or organization commenced; and
   b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
   a. That request is made prior to the date your operations for that person or organization commenced; and
   b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
   a. That request is made prior to the date your operations for that person or organization commenced; and
   b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
   a. That request is made prior to the date your operations for that person or organization commenced; and
   b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

WAIVER OF SUBROGATION – If required by written contract or agreement, we waive any right of recovery we may have against any entity that is an additional insured shown in the Schedule above per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" performed under a contract with that person or organization.

All other terms and conditions remain unchanged.

Includes Copyrighted Material of Insurance Services Office, Inc. with its permission

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P23000062341

Entity Name: POUNCEY RECYCLING & SANITATION INC.

FILED
Feb 13, 2025
Secretary of State
5603272616CC

Current Principal Place of Business:

2506 MINE AND MILL LANE
LAKELAND, FL 33801

Current Mailing Address:

P.O. BOX 5302
LAKELAND, FL 33807 US

FEI Number: 93-3071015

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WEBSTER, ALISA Y
4225 WALYN DR
MULBERRY, FL 33860 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	VP
Name	WEBSTER, ALISA Y	Name	PERKINSON, CLINTON M
Address	2506 MINE AND MILL LANE	Address	2506 MINE AND MILL LANE
City-State-Zip:	LAKELAND FL 33801	City-State-Zip:	LAKELAND FL 33801

Title	SEC.
Name	WEBSTER, TALISHA R
Address	2506 MINE AND MILL LANE
City-State-Zip:	LAKELAND FL 33801

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALISA WEBSTER OWNER 02/13/2025

Electronic Signature of Signing Officer/Director Detail — Date

P23000062341
FILED
August 25, 2023
Sec. Of State
adjohnson

Article VI

The name and address of the incorporator is:

ALISA WEBSTER
4225 WALYN DR

MULBERRY, FL. 33860

Electronic Signature of Incorporator: ALISA WEBSTER

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
ALISA Y WEBSTER
2506 MINE AND MILL LANE
LAKELAND, FL. 338.1 US

Title: VP
CLINTON M PERKINSON
2506 MINE AND MILL LANE
LAKELAND, FL. 33801 US

Title: SEC.
TALISHA R WEBSTER
2506 MINE AND MILL LANE
LAKELAND, FL. 33801 US

Article VIII

The effective date for this corporation shall be:

08/24/2023

Electronic Articles of Incorporation For

POUNCEY RECYCLING & SANITATION INC.

P23000062341
FILED
August 25, 2023
Sec. Of State
adjohnson

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

POUNCEY RECYCLING & SANITATION INC.

Article II

The principal place of business address:

2506 MINE AND MILL LANE
LAKELAND, FL. US 33801

The mailing address of the corporation is:

2506 MINE AND MILL LANE
LAKELAND, FL. US 33801

Article III

The purpose for which this corporation is organized is:

GARBAGE AS WELL AS ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

16

Article V

The name and Florida street address of the registered agent is:

ALISA Y WEBSTER
4225 WALYN DR
MULBERRY, FL. 33860

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ALISA WEBSTER

Electronic Articles of Incorporation For

POUNCEY RECYCLING & SANITATION INC.

P23000062341
FILED
August 25, 2023
Sec. Of State
adjohnson

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

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ALISA Y WEBSTER
4225 WALYN DR
MULBERRY, FL. 33860

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ALISA WEBSTER

1513

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Pouncey Recycling

FOR YEAR 25-26

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
International	7000	2014	RO			3HAWGTAT9JL235772
Peterbilt	335	2006	RO			2NPLLZ0X56M8800199
Mack	600	2009	FEL/REL			1M2AV02C69M004231
Mack	800	2010	REL			1M2AX13C7AM010249
Peterbilt	567	2017	RO			1NPCL70X5HD411188
Sterling	LT 9500	2004	RO			2FZHAZCV54AM86426
Kenworth	T880	2018	RO			1NKZLp0X0JJ205347

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Pouncey Sanitation

FOR YEAR 2023

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Goldsmith			*			*		30-001 / 30-250
Hulbert			*			*		30-001 / 30-250
LKT Construction			*			*		30-001 / 30-250
Built By Waters			*			*		30-001 / 30-250
Valencia Hills		*				*		30-001 / 30-250
Ryan Homes			*			*		30-001 / 30-250
McKrystal			*			*		30-001 / 30-250
Cold Link			*			*		30-001 / 30-250
Thurn Construction			*			*		30-001 / 30-250
RCM			*			*		30-001 / 30-250
Chestnut Construction			*			*		30-001 / 30-250
Eagle Hemp			*			*		30-001 / 30-250
Banna Construction			*			*		30-001 / 30-250
Patel Construction		*	*			*		30-001 / 30-250
CMTG			*			*		30-001 / 30-250
Vector			*			*		30-001 / 30-250

REVISED 08/2014

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Alisa Webster who, first being duly sworn, on oath deposes and states, as follows:

1) He is Owner, a S corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Pouncey Recycling + Sanitation

4) There are no liens of record filed by the Internal Revenue Service against Pouncey Recycling + Sanitation

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Pouncey Recycling + Sanitation

6) Alisa Webster acknowledges and consents that the County shall have the right to inspect all vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Pouncey Recycling + Sanitation has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term _____ will continue to comply with the same.

Further the affiant sayeth not.

Dated the 26 day of August, 2025

Alisa Webster
Sworn Person Signature

Alisa Webster
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 26th day of August, 2025, by Alisa Y. Webster, who is either ☐ personally known to me; or ☑ has produced Florida Drivers Lic as identification.

JANET ARRIAGA
Notary Public, State of Florida
Commission# HH 216513
My comm. expires Feb. 4, 2026

Notary Public Signature

Janet Arriaga
Printed Name of Notary Public

2/4/26
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

INDEMNITY

WHEREAS, THE UNDERSIGNED Pauncey Recycling & Sanitation (the "Undersigned"), is the _____ of PO Box 5302 Lakeland, FL 33807 (the "_____"), a _____,

WHEREAS, the owner of Pauncey Recycling, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Pauncey Recycling & Sanitation

NOW, THEREFORE, in consideration of the benefits accruing to the Pauncey Recycling & Sanitation and for other good and valuable consideration, the Undersigned, by and on behalf of the Pauncey Recycling & Sanitation does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Pauncey Recycling & Sanitation _____, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Pauncey Recycling & Sanitation this 24th day of September, 2025

ATTEST:

By: Alisa Webster

Alisa Webster
[Printed Name, Title]

_____
a _____

By: _____

Clinton Perkinson
[Printed Name, Title]

SEAL

Notary Public State of Florida
Crystal Mosley
My Commission HH 570857
Expires 7/13/2028

Crystal Mosley
HH 570857

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 211847 **CLASS: A** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
ALISA WEBSTER	2506 MINE AND MILL LN LAKELAND

BUSINESS NAME AND MAILING ADDRESS

POUNCEY RECYCLING & SANITATION INC
POUNCEY RECYCLING & SANITATION INC
2506 MINE AND MILL LN
LAKELAND, FL 33801

CODE	ACTIVITY TYPE
230000	LTD NON-LICENSED CONSTRUCTION ONLY
560000	LTD SUPPORT SERVICE
810000	LTD OTHER SERVICES

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3489918 08/26/2025 PBG **LSC 31.50** **POUNCEY RECYCLING & SANITATION INC**

DEPARTMENT OF Solid Waste, POLK COUNTY FLORIDA No 97659

RECEIVED FROM Pouncey Recycling & Sanitation, Inc Date 8/26 20 25

FUND	COST CENTER	ACCOUNT	PROJECT

FOR: Renewal Franchise Fee $ 500.00

Franchise Fee $ 10.00

$

$

CASH ☐ _____ BY: Veronica Turpin-Grant

CHECK ☑ #1584 & 1585

TOTAL $510.00

REVISED 05/12

Pouncey Recycling & Sanitation Inc.
2506 Mine And Mill Ln
Lakeland, FL 33801
863-354-1133

1585
63-9138/2631

8-26 20 25

PAY TO THE ORDER OF Board of County Commissi $ 500 00/100

Five Hundred 00/100 DOLLARS

Truist

FOR

Alice Webster

⑈263191387⑈ ⑆000286705⑈ 1585

Pouncey Recycling & Sanitation Inc.
2506 Mine And Mill Ln
Lakeland, FL 33801
863-354-1133

1584
63-9138/2631

8-26 20 25

PAY TO THE ORDER OF Board of County Commissi $ 10 00/100

Ten 00/100 DOLLARS

Truist

FOR

Alice Webster

⑈263191387⑈ ⑆000286705⑈ 1584

Agenda Item R.54. 11/18/2025

SUBJECT

Approve the renewal of Non-Exclusive Commercial Franchise for FY2025-26 by Waste Pro of Florida, Inc.

DESCRIPTION

Waste Pro of Florida Inc is requesting approval for renewal of Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Waste Pro of Florida, Inc as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Waste Pro of Florida Inc Renewal Date: 10.23.25

Status	Brief Description of Application Requirements
☑ Met; **1.** ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; **2.** ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; **3.** ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; **4.** ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☑ Met; **5.** ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; **6.** ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; **7.** ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; **8.** ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) **Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830**
☑ Met; **9.** ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met **10.** ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☑ Met; **11.** ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☑ Met **12.** ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

DRAFT

WASTE PRO
Caring For Our Communities

3. That as of the date of the correspondence stated above, Waste Pro of Florida Inc, as well as its Officers/Directors John Jennings, Sean Jennings, Keith Banasiak, and Cort Sabina have never had involvement as a subject or as a part in any criminal litigation, criminal proceedings, or any state or federal agency enforcement cases.

Signature: _____ Print Name: Erik Sankey

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence ☐ online notarization, this 22 day of October, 2025 by Erik Sankey, who is personally known to me ☐ or has produced _____ as identification.

Notary Public – State of Florida

Signature: Barbara H. Altbrandt
My Commission Expires: 7/29/2028

NOTARY PUBLIC STATE OF FLORIDA
BARBARA H. ALTBRANDT
Commission # HH 576678
Expires July 29, 2028

Waste Pro of Florida, Inc.
Polk County Non-Exclusive Franchise Renewal
Polk County Solid Waste Ordinance Article IV Requirements

Section 4-1C, (2), (a) – Principals and Management:

John J. Jennings, Chairman
Sean M. Jennings, CEO, President, and Secretary
Cort Sabina, CFO, EVP
Keith Banasiak, COO
Michael Conley, Division Manager

Waste Pro of Florida, Inc. is a privately-owned company. Mr. John J. Jennings is the founder and Chairman, his son Mr. Sean M. Jennings is the CEO and President.

Please see copies attached

Section 4-1C, (2), (b) – Experience and Qualifications:

John J. Jennings – Executive Board Chairman - is the founder and visionary behind Waste Pro USA. His father, Michael Jennings, was an Irish immigrant who worked as a garbage man in Long Island, New York and taught his son the importance of a diligent work ethic. The lessons he learned from his father translated into what is now Waste Pro's mission: to create more sustainable, cost-effective waste and recycling solutions.

Jennings attended Holy Cross High School in Queens, New York, and was elected into the school's Hall of Fame for his business accomplishments and philanthropy in supporting the school. He went on to earn a Bachelor of Science degree in Management and M.B.A. degree in Finance from St. John's University and a Chartered Investment Analysis degree from New York Institute of Finance.

After moving to Florida, started in the industry at the bottom and worked his way up. In the beginning, he went out early in the morning on the trucks with the drivers to see things firsthand. Eventually, he improved the business and transformed the company into Jennings Environmental Services, which became the largest privately-owned waste disposal company in central Florida. Upon merging with USA Waste Services, Inc. in 1996, Jennings Environmental Services became a subsidiary and Jennings was named Regional Vice President for Florida and the Caribbean. USA acquired what is today Waste Management. When Jennings left the firm many of the company's leaders said, "what are we going to do next" and Waste Pro was created in 2001.

As Waste Pro Chairman of the Board and Chief Executive Officer, Jennings has transformed the firm to become one of the fastest-growing solid waste companies in the United States. In the first month of business Waste Pro earned just $800 in revenue. In 2019, Waste Pro's revenue exceeded $733 million. Today Waste Pro operates in 11 Southeastern states with a team of more than 3,800.
Throughout his time as CEO, Jennings made safety a top priority. All trucks are equipped with technology to assist drivers and increase their productivity, and approximately $5 million has been rewarded since 2004 to drivers who practice safe habits.

Going 'green' has been another key part of Jennings' leadership. In 2011, Waste Pro invested $100 million in Compressed Natural Gas (CNG)-powered trucks and have since opened nine CNG fueling stations.

In 2020, John Jennings passed the torch to his son, Sean, to become President & CEO. He remains Executive Board Chairman with Waste Pro.
Jennings has been recognized as one of *Florida Trend's* 500 most influential business leaders in 2018, 2019 and 2020. Also in 2020, Jennings was honored with a Legacy Award by *MSW Management*, the official journal of the Solid Waste Association of North America (SWANA) and was a recipient of the Albert Nelson Marquis Lifetime Achievement Award as part of the annual *Marquis* "Who's Who". In 2011, he was unanimously elected to the National Solid Waste Management Association Hall of Fame and was the honorary keynote speaker of the 2011 Executive Roundtable for America's Solid Waste Leaders.

Sean Jennings – President & CEO - son of Waste Pro Founder John Jennings, has been exposed to every facet of the waste and recycling business throughout his life and more formally since joining the industry officially in 2012.

Jennings, a third-generation garbage man, joined his father in all aspects of the garbage business throughout his youth. Following graduation from the University of Alabama, where he majored in finance and minored in economics, he spent a year working in collection and landfill disposal in Costa Rica.

When Jennings returned to the United States, he worked in operations and landfill construction in Georgia and Mississippi before joining Waste Pro in 2014 as Division Manager of the Tampa-Clearwater area. He then assumed the management role at the company's Sarasota/Bradenton Division in 2016. As Division Manager, Jennings led the charge to build a compressed natural gas (CNG) station and recycling facility.
In addition to his role as President & CEO, Sean serves on numerous community boards. In 2018, he was honored with *Waste360*'s 40 Under 40 Award. Sean was also a member of Waste Pro's inaugural Leaders Initiative class. Sean currently resides in Sarasota, FL.

Cort Sabina, Chief Financial Officer – Cort Sabina has 25 years of in-depth financial management experience. During his career he has held numerous positions including Staff Auditor and Audit Manager. He started his career in the waste industry with Allied in 2000. In 2006 he joined Waste Pro as a Corporate Controller. He has held the position of V.P. and Chief Accounting Officer and most recently in June 2013 has assumed the duties of the CFO. He is a member of the Rollins College Financial Leadership Network (FLN) as part of the CFO Council.

Keith Banasiak – Chief Operating Officer & Senior Vice President - As a Graduate of Indiana University with a B.S. in Business Administration, Keith Banasiak has more than 30 years of management experience in the waste industry. In 1987, he started in the non-ferrous scrap processing and reclamation industry. Primarily responsible for processing operations, he managed fleet operations, disposal of residual special waste and the facility environmental requirements of state and local governments.

In 2001, he relocated to Ft. Myers as Regional Manager for a private solid waste and disposal hauling company. He was responsible for managing two facilities that covered four counties in South Florida. These municipal contracts consisted of 85,000 residential units and 7500 commercial accounts.

Banasiak, who was named Senior Vice President in 2019, has more than 30 years of experience in the waste industry. Prior to his promotion last year, he served as Regional Vice President of Waste Pro's

Florida West Coast operations, one of the company's largest regions with more than 275,000 residential customers and more than 10,000 commercial customers across Florida's West Coast from Taylor County south through Collier County.

A resident of Southwest Florida, Banasiak is involved in many local and regional community organizations, including serving as Chairman Emeritus of both Keep Lee County Beautiful and Keep Manatee Beautiful. He also serves as Chairman for the Community Cooperative and board member for The Foundation for Lee County Public Schools.

Michael Conley, Division Manager, Orlando: - Michael Conley has over 30 years of hands-on experience in the waste industry including 20 years of experience in management working in roles from Route Manager to Safety Specialist with a certification in Smith System Instructor ,he joined Waste Pro two years ago as an Operations Specialist and recently was promoted to Division Manager. He is knowledgeable about local needs and issues, having started up three Orange County contracts throughout his career. From the Lake County division, he currently oversees service to unincorporated Lake County, Service Area 3 (27,779 homes) and the Town of Montverde (694 homes).
Phone: 407-569-9966, mconley@wasteprousa.com , 20344 US Hwy 27, Clermont, FL., 34715

Section 4-1C, (2), (c) – Litigation:

No Waste Pro company principals, partners, or officers were involved or the subject of any state or federal agency enforcement actions.

City of Port St. Lucie V. Waste Pro of Florida, Inc., pending in the Circuit Court of Nineteenth Judicial Circuit in and for St. Lucie County, Florida; Case No.: 56 2021 CA 001628
Summary: In 2021, Port St. Lucie filed a declaratory relief action against Waste Pro seeking a declaration that Waste Pro's declaration of an event of force majeure did not fall within the contract's force majeure clause. Waste Pro had declared an event of force majeure after the Delta variant caused an increase in Covid-19 cases and various government programs/laws implemented due to the pandemic created workforce issues for Waste Pro. That declaratory relief action is currently pending, and Port St. Lucie later amended to bring anticipatory breach and breach of contract claims. Due to claimed performance issues, Waste Pro had nearly $2 million in liquidated damages withheld by Port St. Lucie. Waste Pro believes that those withheld amounts were punitive in nature, and not reasonably related to any costs expended or damages suffered by Port St. Lucie. As a result, Waste Pro has counter-sued for the amounts that are not reasonably related to costs incurred or damages suffered by Port St. Lucie. The action is currently pending.

Waste Pro of Florida, Inc. v. City of Cape Coral, Case No: 2022-CA-001123 Summary: Litigation was initiated, not because of service issues, but to determine if certain contract assessments were proper under the contract. Both Waste Pro and the City filed as parties of this litigation. The parties had negotiated for many months before resorting to the court system. The case is pending but has had no impact on the working relationship between Waste Pro and the City, or the current service level to the residents. The parties continue to try to amicably resolve the issue.

Section 4-1C, (2), (d) – Vehicles & Equipment:

- Annual Truck List provided below.
- Annual Container List provided below.

Section 4-1C, (2), (e) – Customer Information & Frequency:

- Requested information is contained in provided Annual Container provided below.

Section 4-1C, (2), (f) – Inspection Acknowledgement:

Waste Pro of Florida, Inc., acknowledges and consents that the County shall have the right to inspect vehicles, containers, compactors and other equipment at any reasonable time.

Section 4-1C, (2), (g) – Insurance:

- Certificate of insurance provided.

Section 4-1C, (2), (h) – Polk County Business Tax Receipt:

Please see copy attached

Section 4-1C, (2), (i) – Affidavit Supporting Renewal:

- Signed notarized affidavit provided.

Section 4-1C, (2), (j) – Indemnification of Polk County:

- Signed notarized indemnification provided.

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P01000003611

Entity Name: WASTE PRO OF FLORIDA, INC.

Current Principal Place of Business:

2101 W SR 434
3RD FLOOR
LONGWOOD, FL 32779

Current Mailing Address:

2101 W SR 434
3RD FLOOR
LONGWOOD, FL 32779 US

FEI Number: 59-3701785

FILED
Jan 10, 2025
Secretary of State
4862114002CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

VELEZ, MALENIE
2101 W SR 434
3RD FLOOR
LONGWOOD, FL 32779 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MALENIE VELEZ 01/10/2025

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CHAIRMAN	Title	CFO, EVP
Name	JENNINGS, JOHN J	Name	SABINA, CORT
Address	2101 W SR 434 3RD FLOOR	Address	2101 W SR 434 3RD FLOOR
City-State-Zip:	LONGWOOD FL 32779	City-State-Zip:	LONGWOOD FL 32779
Title	CEO, PRESIDENT, SECRETARY	Title	COO, SVP
Name	JENNINGS, SEAN MICHAEL	Name	BANASIAK , KEITH
Address	2101 W SR 434 3RD FLOOR	Address	2101 W SR 434 3RD FLOOR
City-State-Zip:	LONGWOOD FL 32779	City-State-Zip:	LONGWOOD FL 32779

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CORT SABINA CFO EVP 01/10/2025

Electronic Signature of Signing Officer/Director Detail — Date

State of Florida
Department of State

I certify from the records of this office that WASTE PRO OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2001.

The document number of this corporation is P01000003611.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 10, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of August, 2025

Secretary of State

Tracking Number: 7491305575CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE WASTE PRO

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	VEHICLE NUMBER	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
Autocar	Expeditor	198119	2022	FEL	28	66000	5VCACLAF9NC238728
Autocar	DC-64	122048	2020	RO		66000	5VCCCLEH3LC232442
Autocar	DC-64	122049	2020	RO		66000	5VCCCLEH5LC232443
Mack	GR64B9	290	2019	RO		66000	1M2GR6GCXKM001123
KENWORTH	T880	122151	2023	RO		66000	3BKZX4TX3PF215599
AUTOCAR	EXPEDITOR	R98253	2024	FEL	40	66000	5VCACLAFXRC246312
MACK	CV-713	133	2003	RO		66000	1M2AG11C83M002439
MACK	GU 813	122111	2023	RO		66000	1M2GR2GC1PM036262

1528

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:
WASTE PRO OF FLORIDA INC
2101 W SR 434 SUITE 315
LONGWOOD, FL 32779

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 17 / 3 T# 2058483407
B# 1464487

FLORIDA VEHICLE REGISTRATION

PLATE **P9739G** DECAL **19954118** Expires **Midnight Wed 12/31/2025**

YR/MK	2022/AUTO	BODY	TK	COLOR	GRN	Reg. Tax	1,099.10	Class Code	41
VIN	5VCACLAF9NC238728			TITLE	149488293	Init. Reg.		Tax Months	12
Plate Type	TUR	NET WT	37940	GVW	66000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	593701785-12					Sales Tax		Credit Months	
Date Issued	12/17/2024	Plate Issued	1/24/2023			Voluntary Fees			
						Grand Total	1102.10		

WASTE PRO OF FLORIDA INC
2101 W SR 434 SUITE 315
LONGWOOD, FL 32779

123/01981/9

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

FLORIDA COMMERCIAL AUTO INSURANCE IDENTIFICATION CARD

COMPANY: GREENWICH INSURANCE CO (855) 225-5630

POLICY #: RAE943788407-09257 EFFECTIVE DATE: 11/22/2024

YEAR: MAKE/MODEL: "FLEET COVERAGE"

VEHICLE ID #:

[X] PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY [X] BODILY INJURY LIABILITY

NAMED INSURED: Waste Pro of Florida, Inc.

ADDRESS (OPTIONAL): 2101 W State Road 434 Longwood, FL 32779

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

P8447E 19948289

12-25

Mail To:
WASTE PRO OF FLORIDA INC
2101 W STATE ROAD 434 SUITE 318
LONGWOOD, FL 32779

IMPORTANT INFORMATION

MTRP9020K

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3 T# 2038440245 B# 1464487

PLATE P8447E DECAL 19948289 Expires Midnight Wed 12/31/2025

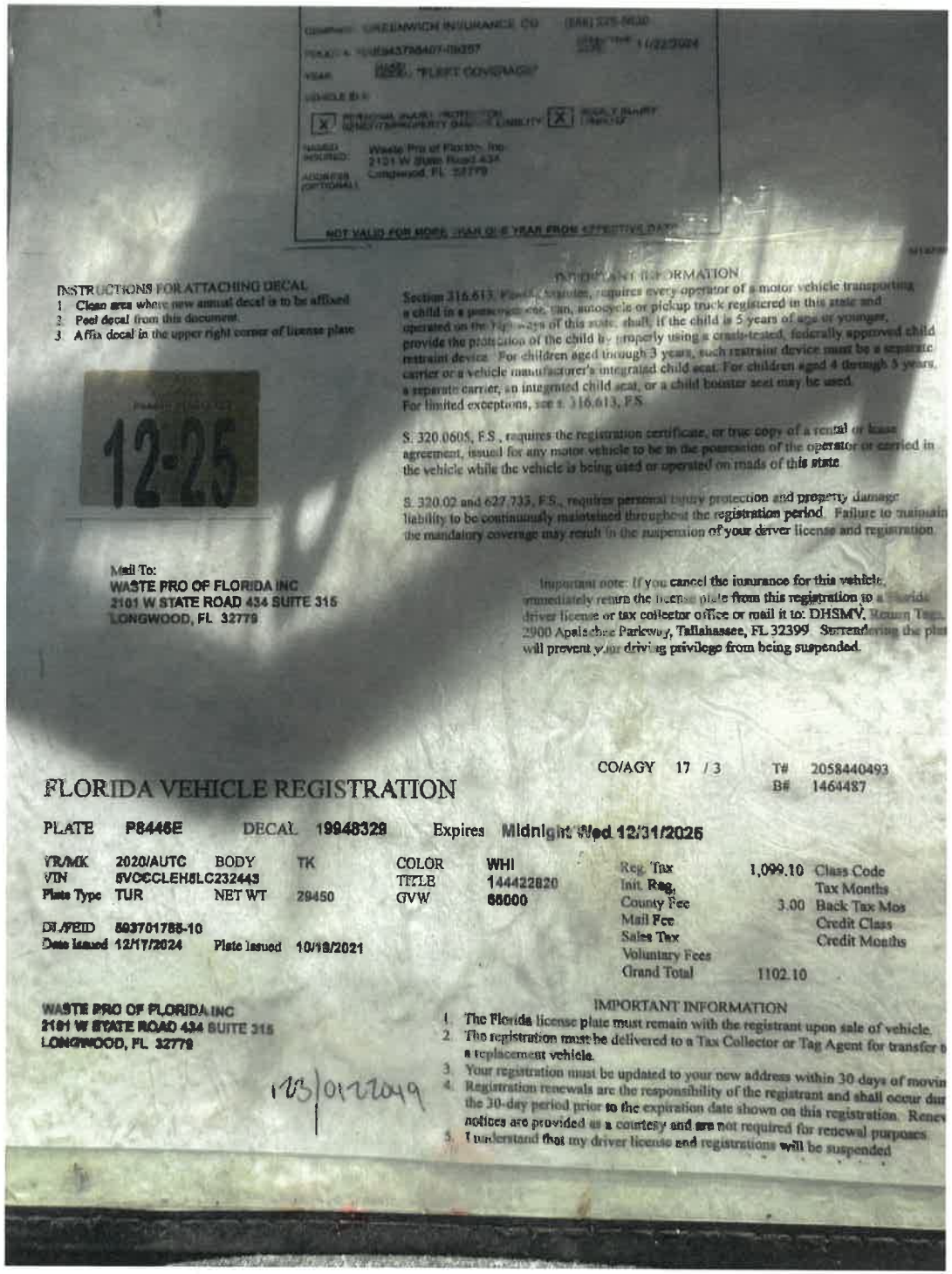
YR/MK	2020/AUTC	BODY	TK	COLOR	WHI	Reg. Tax	1,099.00	Class Code	41
VIN	5VCCCLEH3LC232442			TITLE	144422581	Init. Reg.		Tax Months	12
Plate Type	TUR	NET WT	29450	GVW	66000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
						Sales Tax		Credit Months	
DL/FEID	593701785-10					Voluntary Fees			
Date Issued	12/17/2024	Plate Issued	10/19/2021			Grand Total	1102.10		

WASTE PRO OF FLORIDA INC
2101 W STATE ROAD 434 SUITE 315
LONGWOOD, FL 32779

123/022648

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended



GREENWICH INSURANCE CO (888) 325-9630

POLICY # [illegible] 11/22/2024

YEAR [illegible] "FLEET COVERAGE"

VEHICLE ID #:

[X] PERSONAL INJURY PROTECTION / PROPERTY DAMAGE LIABILITY [X] BODILY INJURY

NAMED INSURED: Waste Pro of Florida, Inc
2101 W State Road 434
ADDRESS (OPTIONAL): Longwood, FL 32779

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

INSTRUCTIONS FOR ATTACHING DECAL
1. Clean area where new annual decal is to be affixed
2. Peel decal from this document
3. Affix decal in the upper right corner of license plate

12-25

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
WASTE PRO OF FLORIDA INC
2101 W STATE ROAD 434 SUITE 315
LONGWOOD, FL 32779

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3 T# 2058440493
B# 1464487

PLATE P8446E DECAL 19948329 Expires Midnight Wed 12/31/2025

YR/MK	2020/AUTC	BODY	TK	COLOR	WHI	Reg. Tax	1,099.10
VIN	5VCCCLEH5LC232443			TITLE	144422820	Init. Reg.	Class Code
Plate Type	TUR	NET WT	29450	GVW	65000	County Fee	3.00 Tax Months
						Mail Fee	Back Tax Mos
DL/FEID	593701785-10					Sales Tax	Credit Class
Date Issued	12/17/2024	Plate Issued	10/18/2021			Voluntary Fees	Credit Months
						Grand Total	1102.10

WASTE PRO OF FLORIDA INC
2101 W STATE ROAD 434 SUITE 315
LONGWOOD, FL 32779

1/3/01/22049

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer t a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of movin
4. Registration renewals are the responsibility of the registrant and shall occur dur the 30-day period prior to the expiration date shown on this registration. Renew notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended

1531

MTRFS020K

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

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S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
WASTE PRO OF FLORIDA INC
2101 W SR 434 STE 315
LONGWOOD, FL 32779-5053

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 17 / 3 T# 2058592253
B# 1464487

FLORIDA VEHICLE REGISTRATION

PLATE **P5655B** DECAL **19966469** Expires **Midnight Wed 12/31/2025**

YR/MK	**2019/MACK**	BODY	**TK**	COLOR	**WHI**	Reg. Tax	1,099.10	Class Code	41
VIN	**1M2GR6GCXKM001123**			TITLE	**133136901**	Init. Reg.		Tax Months	12
Plate Type	**TUR**	NET WT	**28640**	GVW	**66000**	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	**593701785-09**					Sales Tax		Credit Months	
Date Issued	**12/17/2024**	Plate Issued	**12/31/2018**			Voluntary Fees			
						Grand Total	1102.10		

WASTE PRO OF FLORIDA INC
2101 W SR 434 STE 315
LONGWOOD, FL 32779-5053

123|290

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

TUR - TRUCKS WITH TWO PLATES

MTRFS020K

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

IMPORTANT INFORMATION

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S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
WASTE PRO OF FLORIDA, INC.
2101 WEST SR 434, SUITE #305
LONGWOOD, FL 32779

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 17 / 3 T# 2074808801
B# 1469376

FLORIDA VEHICLE REGISTRATION

PLATE **P8191K** DECAL **20876500** Expires **Midnight Wed 12/31/2025**

YR/MK	**2023/KW**	BODY	**TK**	COLOR	**WHI**	Reg. Tax	33.90	Class Code	41
VIN	**3BKZX4TX3PF215599**			TITLE	**154755737**	Init. Reg.		Tax Months	
Plate Type	**TUR**	NET WT	**26001**	GVW	**80000**	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	**593701785-05**					Sales Tax		Credit Months	
Date Issued	**1/23/2025**	Plate Issued	**1/23/2025**			Voluntary Fees			
						Grand Total	36.90		

WASTE PRO OF FLORIDA, INC.
2101 WEST SR 434, SUITE #305
LONGWOOD, FL 32779

123 | 122151

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

TUR - TRUCKS WITH TWO PLATES PLATE ISSUED X

FLORIDA VEHICLE REGISTRATION

B# 743962

PLATE P9835J DECAL 20974229 Expires **Midnight Wed 12/31/2025**

YR/MK	2024/AUTC	BODY	TK	COLOR	WHI	Reg. Tax	1,037.10
VIN	5VCACLAFXRC246312			TITLE	157853975	Init. Reg.	
Plate Type	TUR	NET WT	17776	GVW	66000	County Fee	3.00
						Mail Fee	
DL/FEID	593701785-15					Sales Tax	
Date Issued	1/31/2025	Plate Issued	1/31/2025			Voluntary Fees	
						Grand Total	1040.10

Class Code 4
Tax Months 1
Back Tax Mos
Credit Class
Credit Months

WASTE PRO OF FLORIDA INC
2101 W STATE ROAD 434 SUITE 315
LONGWOOD, FL 32779

TROI IR 94283

TUR - TRUCKS WITH TWO PLATES PLATE ISSUED X

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of mov
4. Registration renewals are the responsibility of the registrant and shall occur d the 30-day period prior to the expiration date shown on this registration. Re notices are provided as a courtesy and are not required for renewal purposes
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

CO/AGY 17 / 3 T# 2044204145
B# 1460398

FLORIDA VEHICLE REGISTRATION

PLATE **P1063G** DECAL **18515696** Expires **Midnight Wed 12/31/2025**

YR/MK	**2003/MACK**	BODY	**TK**	COLOR	**WHI**	Reg. Tax	1,099.10	Class Code	41
VIN	**1M2AG11C83M002439**			TITLE	**85407467**	Init. Reg.		Tax Months	12
Plate Type	**TUR**	NET WT	**18281**	GVW	**64000**	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	**593701785-05**			2ND DL#	**133**	Sales Tax		Credit Months	
Date Issued	**11/15/2024**	Plate Issued	**3/6/2023**			Voluntary Fees			
						Grand Total	1102.10		

WASTE PRO OF FLORIDA, INC.
2101 WEST SR 434, SUITE #305
LONGWOOD, FL 32779

123/133

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

TUR - TRUCKS WITH TWO PLATES

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

P3341H 19948367

12-25

Mail To:
WASTE PRO OF FLORIDA, INC
2101 W SR 434 STE 315
LONGWOOD, FL 32779

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3 T# 2058440779 B# 1464487

PLATE P3341H DECAL 19948367 Expires Midnight Wed 12/31/2025

YR/MK	2023/MACK	BODY	TK	COLOR	WHI	Reg. Tax	1,099.10	Class Code	41
VIN	1M2GR2GC1PM036282			TITLE	150371537	Init. Reg.		Tax Months	12
Plate Type	TUR	NET WT	39620	GVW	66000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	-					Sales Tax		Credit Months	
Date Issued	12/17/2024	Plate Issued	4/10/2023			Voluntary Fees			
						Grand Total	1102.10		

WASTE PRO OF FLORIDA, INC
2101 W SR 434 STE 315
LONGWOOD, FL 32779

L00/017211

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will [illegible] ied [illegible] d

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

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FLORIDA COMMERCIAL AUTO INSURANCE IDENTIFICATION CARD

COMPANY: GREENWICH INSURANCE CO (855) 225-5630

POLICY #: RAE943788406-09257 EFFECTIVE DATE: 11/22/2023

YEAR: MAKE/MODEL: "FLEET COVERAGE"

VEHICLE ID #:

[X] PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY [X] BODILY INJURY LIABILITY

NAMED INSURED: Waste Pro of Florida, Inc.
ADDRESS (OPTIONAL): 2101 W State Road 434
Longwood, FL 32779

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

Site ID	Site Name	Dumpster	Compactor	Roll Off	Qty	Capacity (CU YD)	On Call	Days Per Week
2517520001	AUBURNDALE EMS	Yes			1	2		1
2517540001	BABSON PARK FIRE RESCUE STATIO	Yes			1	2		1
2517560001	BRADLEY FIRE RESCUE	Yes			1	2		1
2517570001	CALOOSA LAKE FIRE STATION 1	Yes			1	2		1
2172730001	SUNBELT PC263			Yes	1	10	Yes	
1808710001	BP ENVIRONMENTAL SERVICES			Yes	1	12	Yes	
2540780001	ALPHA DUMPSTERS			Yes	1	20	Yes	
2540780001	ALPHA DUMPSTERS			Yes	1	20	Yes	
3225450001	ALPHA DUMPSTERS			Yes	1	20	Yes	
3217080001	MERSINO DEWATERING			Yes	1	20	Yes	
2533770001	SCJ CEP			Yes	1	20	Yes	
3013030001	ALPHA DUMPSTERS			Yes	1	20	Yes	
3221610001	LAKE REGION			Yes	1	20	Yes	
3221610001	LAKE REGION			Yes	1	20	Yes	
2540780001	ALPHA DUMPSTERS			Yes	1	20	Yes	
2540780001	ALPHA DUMPSTERS			Yes	1	20	Yes	
2518450001	SHERIFF'S OPERATIONS CENTER		Yes		1	30		0.5
2530940001	CALOOSA POINT PROPERTIES LLC	Yes			1	2		0.5
3196920001	CITGO GAS	Yes			1	2		2
2517620001	COTTONWOOD FIRE RESCUE (EMS)	Yes			1	2		1
2517630001	COTTONWOOD FIRE RESCUE (FIRE)	Yes			1	2		1
2517650001	CYPRESS GARDENS FIRE RESCUE (F	Yes			1	2		1
2530340001	POLK COUNTY NE GOVERNMENT CTR		Yes		1	30	Yes	
2517660001	CYPRESS GARDENS FIRE RESCUSE (	Yes			1	2		1
2517730001	FOUR CORNERS FIRE RESCUE	Yes			1	2		1
2540780001	ALPHA DUMPSTERS			Yes	1	20	Yes	
2517770001	GOLFVIEW FIRE RESCUE (EMS)	Yes			1	2		1
2517780001	GOLFVIEW FIRE RESCUE (FIRE)	Yes			1	2		1
3225460001	ALPHA DUMPSTERS			Yes	1	20	Yes	
3211600001	GUZMAN FS LLC	Yes			1	2		1
2517800001	HIGHLAND CITY FIRE RESCE (FIRE	Yes			1	2		1
2517810001	HIGHLAND CITY FIRE RESCUE (EMS	Yes			1	2		1
3219380001	BLUE SKY AND DEV			Yes	1	20	Yes	
2533610001	IGLESIA VIDA ABUNDANTE	Yes			1	2		1
2517840001	INDIAN LAKE ESTATES FIRE RESCU	Yes			1	2		1
2517850001	JAN PHYL FIRE RESCUE (FIRE)	Yes			1	2		1
3218760001	BROCKMAN SITE DEVELOPMENT			Yes	1	20	Yes	
2517860001	JAN PHYL VILLAGE FIRE RESCUE (	Yes			1	2		1
2639320001	KEN STEPHENS	Yes			1	2		0.5
2517930001	LAKE MARION CREEK FIRE RESCUE	Yes			1	2		1
2517940001	LAKE WALES FIRE RESCUE (EMS)	Yes			1	2		1
2517950001	LAKE WALES FIRE RESCUE (FIRE)	Yes			1	2		1
2517980001	LK WALK IN WATER BOAT DOCK	Yes			1	2		2
2638610001	J&A STONE DESIGNS			Yes	1	20	Yes	
2517990001	LOUGHMAN FIRE RESCUE	Yes			1	2		1
2541990001	LOUGHMAN UTILITY OPERATIONS	Yes			1	2		1
2518040001	MARSHALL HAMPTON RES CARETAKER	Yes			1	2		1
2518070001	MEDULLA 1 FIRE RESCUE (FIRE)	Yes			1	2		1
2518080001	MEDULLA 1 FIRES RESCUE (EMS)	Yes			1	2		1
2518100001	MEDULLA II FIRE RESCUE	Yes			1	2		1
2518130001	NALCREST EMS	Yes			1	2		1
2557490001	NEW LIFE CONSTRUCTION & DESIGN			Yes	1	20	Yes	
2518140001	NALCREST FIRE RESCUE	Yes			1	2		1
3225910001	P&J CASTANEDA	Yes			1	2		1
3197380001	PRIMOS PALLETS LLC	Yes			1	2	Yes	
2518300001	PROVIDENCE WATER TREATMENT PLA	Yes			1	2		2
3217960001	QUEST RMG			Yes	1	20	Yes	
2634730001	SANCHEZ HOMES	Yes			1	2		1
2518380001	SETH MCKEEL FIRE RESCUE	Yes			1	2		1
3224350001	SIV FOODMART	Yes			1	2		1
2542560001	SOUTH STATE BANK 609	Yes			1	2		0.5
2518550001	SUN RAY WWP	Yes			1	2		1
2518560001	SUNAIR FIRE RESCUE	Yes			1	2		1
2626380001	TIRE CAPITAL	Yes			1	2		0.5
3212800001	VIENNA HOA	Yes			1	2		1
2624610001	WATKINS ROAD FIRE RESCUE	Yes			1	2		1
2518720001	WILLOW OAK FIRE RESCUE STATION	Yes			1	2		1
2626410001	TRIBAL COMMUNITY DEVELOPMENT			Yes	1	20	Yes	
2517510001	ALDINE COMBEE APARK	Yes			1	4		2
2626950001	DUTCH BROS, LLC	Yes			1	4		5
2545760001	PET SENSE #7203 (TSK007203)	Yes			1	4		1
2992450001	THE HADLEY	Yes			2	4		3
3213210001	BLACK SHEEP TOWING	Yes			1	4		0.5
3207540001	BLONDIES HAIR SALON INC	Yes			1	4		0.5
2540780001	ALPHA DUMPSTERS			Yes	1	20	Yes	
3224520001	BRIDGEMASTER FISHING PRODUCTS	Yes			1	4		1
2531730001	CASA DE ISRAEL YARAH	Yes			1	4		1
2623540001	COMPASS SELF STORAGE #137	Yes			1	4		0.5
3211140001	DOLLAR GENERAL #30149	Yes			1	4		1
3226120001	DOLLAR GENERAL #30149	Yes			1	4		1
2517670001	DRAINAGE OFFICE	Yes			1	4		1
2517700001	ELOISE RESOURCE CENTER	Yes			1	4		2
2632320001	FIVE STAR	Yes			1	4		1
2517720001	FLEET FUEL PUMPS	Yes			1	4		1
2517770001	GOLFVIEW FIRE RESCUE (EMS)	Yes			1	4		1
2517780001	GOLFVIEW FIRE RESCUE (FIRE)	Yes			1	4		1

Site ID	Site Name	Dumpster	Compactor	Roll Off	Qty	Capacity (CU YD)	On Call	Days Per Week
2638600001	J&A STONE DESIGNS	Yes			1	4		2
2409890001	PUBLIX#1195 - COMPACTOR		Yes		1	30	Yes	
3224400001	JAMPS PROPERTIES LLC	Yes			1	4		1
2517870001	JAN PHYL VILLAGE PARK FL	Yes			1	4		2
2517970001	LK ROSALIE BOAT DOCK	Yes			1	4		1
2518000001	LOUGHMAN PARK	Yes			1	4		1
2632290001	MARTIN MARIETTA CORP	Yes			1	4		1
2518050001	MARY NORMA CAMPBELL RESOURCE C	Yes			1	4		2
3014260001	MAVIS TIRE AND BRAKE	Yes			1	4		1
2518060001	MEDICAL EXAMINER	Yes			1	4		1
2518090001	MEDULLA COMMUNITY CENTER	Yes			1	4		2
2517580001	CENTRAL REGION WWTP			Yes	1	20		0.5
2517910001	LAKE ARBUCKLE			Yes	1	20	Yes	
2518030001	MANAGEMENT DIST 2 OFFICE/ SHOP			Yes	1	20	Yes	
2032980001	PEDALER'S POND, LLC 2094			Yes	1	20	Yes	
2032980001	PEDALER'S POND, LLC 2094			Yes	1	20	Yes	
2518330001	SADDLE CREEK PARK			Yes	1	20	Yes	
2518490001	SIMMERS YOUNG PARK			Yes	1	20	Yes	
2518490001	SIMMERS YOUNG PARK			Yes	1	20	Yes	
2518500001	SO PISTOL RANGE TRAINING CENTE			Yes	1	20		0.5
2518600001	SW REGION WWP			Yes	1	20	Yes	
2518690001	WALKER ROAD PARK			Yes	1	20	Yes	
3224950001	ALPHA DUMPSTERS			Yes	1	30	Yes	
2409900001	PUBLIX#1410 - COMPACTOR		Yes		1	30		0.5
2518120001	MULBERRY FIRE STATION (NEW)	Yes			1	4		1
2518190001	NORTHRIDGE FIRE RESCUE (EMS)	Yes			1	4		1
2518200001	NORTHRIDGE FIRE RESCUE (FIRE)	Yes			1	4		1
2518220001	NW WWTF ADMIN/LAB/MCC	Yes			3	4		2
2518240001	PEACE CREEK FIRE RESCUE	Yes			1	4		1
2545760001	PET SENSE #7203 (TSK007203)	Yes			1	4		1
2518260001	POLK CITY PARK	Yes			1	4		2
3225140001	POOR RICHARD'S PRINT SHOP	Yes			1	4		0.5
2561590001	ORKIN#407 - WASTE HARMONICS			Yes	1	30		0.5
2518280001	PROVIDENCE FIRE RESCUE (EMS)	Yes			1	4		1
2518290001	PROVIDENCE FIRE RESCUE (FIRE)	Yes			1	4		1
2518310001	SADDLE CREEK FIRE RESCUE (EMS)	Yes			1	4		1
2518320001	SADDLE CREEK FIRE RESCUE (FIRE	Yes			1	4		1
2529660001	RAYMOND'S BUILDING SUPPLY			Yes	1	30		2
2518350001	SADDLE CREEK PARK MAINTENANCE	Yes			1	4		1
2518410001	SHERIFF'S BSI BARTOW AIR FIELD	Yes			2	4		2
2518460001	SHERIFF'S SOUTHEAST DISTRICT	Yes			1	4		1
2529660001	RAYMOND'S BUILDING SUPPLY			Yes	1	30		2
2518470001	SHERIFF-SOUTHWEST DISTRICT	Yes			1	4		1
2626410001	TRIBAL COMMUNITY DEVELOPMENT			Yes	1	30	Yes	
2518510001	SOLIVITA FIRE RESCUE (EMS)	Yes			1	4		1
3208220001	ALPHA DUMPSTERS			Yes	1	30	Yes	
2630270001	CHARLES HARNED - EMPLOYEE			Yes	1	30	Yes	
2518520001	SOLIVITA FIRE RESCUE (FIRE)	Yes			1	4		1
3224820001	THAT 716 PIZZA JOINT	Yes			1	4		2
3216950001	THE RED TOP PIT SHOP	Yes			1	4		2
2534890001	TITAN FACTORY DIRECT	Yes			1	4		1
2518230001	VISIT CENTRAL FLA WELCOME CTR	Yes			1	4		1
2518660001	WABASH RESOURCE CENTER	Yes			1	4		1
2518710001	WILFRED SMITH RESOURCE	Yes			1	4		2
2539030001	HAWTHORNE HEALTH LAKELAND	Yes			1	6		1
3209060001	BODINE PRINTING	Yes			1	6		1
2538010001	PUBLIX#1659 - COMPACTOR		Yes		1	30		0.5
3224520001	BRIDGEMASTER FISHING PRODUCTS	Yes			1	6		1
2517600001	CIRCLE B BAR RESERVE	Yes			1	6		2
3217510001	COMBEE XPRESS	Yes			1	6		1
2630840001	COMPLETE KITCHEN & BATH			Yes	1	30	Yes	
2537560001	DUKE ENERGY - DEFL00225	Yes			1	6		0.5
2517680001	DUNDEE MAINT OFICE/FLEET SHOP	Yes			1	6		1
2626950001	DUTCH BROS, LLC	Yes			1	6		6
3012150001	EATON PARK FIRE STATION	Yes			1	6		1
3206630001	FIRE RESCUE STATION #32425	Yes			1	6		1
2517740001	FROSTPROOF FIRE RESCUE/EMS	Yes			1	6		1
3211700001	FRP WORKSHOP	Yes			1	6		1
2517790001	HATCHINEHA PARK	Yes			1	6		2
2517820001	HIGHLAND CITY PARK	Yes			1	6		2
2517830001	HUNT FOUNTAIN PARK	Yes			1	6		2
2517890001	KATHLEEN FIRE RESCUE/EMS	Yes			1	6		1
2563220001	L&L TWINS TRUCKING REPAIR	Yes			1	6		1
2517900001	LAKE ARBUCKLE FL	Yes			2	6		1
3222730001	ED TAYLOR CONSTRUCTION			Yes	1	30	Yes	
2518010001	LOYCE HARPE PARK	Yes			1	6		2
3206570001	MAS CONCRETE & LAYOUT	Yes			1	6		1
3222600001	MCCAIN & FRIENDS LLC	Yes			1	6		1
2634610001	FID CAPITAL LLC - BLDG 16			Yes	1	30	Yes	
3217260001	HILLPOINTE CONSTRUCTION LLC			Yes	1	30		5
3207320001	MOORE ROAD FIRE RESCUE	Yes			1	6		1
3217260001	HILLPOINTE CONSTRUCTION LLC			Yes	1	30	Yes	
3217260001	HILLPOINTE CONSTRUCTION LLC			Yes	1	30	Yes	
3209790001	NATURAL RESOURCES ADMIN BLDG	Yes			1	6		2
2518210001	NW REGION WWTF MAINT/OFFICE	Yes			1	6		2
2526900001	PIZZA HUT#38655	Yes			1	6		1

Site ID	Site Name	Dumpster	Compactor	Roll Off	Qty	Capacity (CU YD)	On Call	Days Per Week
2518270001	POLK CO TOURISM AND SPORTS	Yes			1	6		2
2525720001	Roads and Drainage	Yes			1	6		1
3217260001	HILLPOINTE CONSTRUCTION LLC			Yes	1	30	Yes	
2518340001	SADDLE CREEK PARK CAMPGROUND	Yes			1	6		2
2518340001	SADDLE CREEK PARK CAMPGROUND	Yes			1	6		2
3217260001	HILLPOINTE CONSTRUCTION LLC			Yes	1	30	Yes	
2518340001	SADDLE CREEK PARK CAMPGROUND	Yes			1	6		2
3217260001	HILLPOINTE CONSTRUCTION LLC			Yes	1	30	Yes	
3217260001	HILLPOINTE CONSTRUCTION LLC			Yes	1	30		5
3197340001	SECRET COLLISION CENTER	Yes			1	6		1
3013140001	SHADY OAKS MHP	Yes			1	6		2
2518400001	SHERIFF'S AG ADMIN	Yes			1	6		1
2518420001	SHERIFF'S CENTRAL DISTRICT	Yes			1	6		1
3217260001	HILLPOINTE CONSTRUCTION LLC			Yes	1	30		5
3217260001	HILLPOINTE CONSTRUCTION LLC			Yes	1	30	Yes	
2518430001	SHERIFF'S NORTHEAST DISTRICT	Yes			1	6		1
2415120001	SOLANA HOA - CLUBHOUSE	Yes			1	6		1
2563170001	ST. LUKE'S HEALTH & WELLNESS	Yes			1	6		1
3217260001	HILLPOINTE CONSTRUCTION LLC			Yes	1	30	Yes	
3217260001	HILLPOINTE CONSTRUCTION LLC			Yes	1	30	Yes	
2089690001	PUBLIX#1686 - COMPACTOR		Yes		1	30		1
2518570001	SUPERVISOR OF ELECTIONS	Yes			1	6		2
3014110001	SWEET PAINTS	Yes			1	6		1
2625950001	TBPM FLORIDA	Yes			1	6		2
2543150001	THE FOUR FINANCIAL LLC	Yes			1	6		1
2518610001	TRANSPORTATION ADMINISTRATION	Yes			1	6		1
2518630001	UTILITIES ADMINISTRATION	Yes			1	6		2
2518650001	UTILITIES OPS MAINTENANCE	Yes			1	6		2
2414800001	PUBLIX#1734 - COMPACTOR		Yes		1	30	Yes	
2518670001	WAHNETA PARK	Yes			1	6		2
2518680001	WALKER ROAD PARK	Yes			1	6		1
2522080001	WINSTON CREEK - EMS	Yes			1	6		1
2522010001	WINSTON CREEK - FIRE	Yes			1	6		1
2641160001	METRO DINER - LAKELAND	Yes			1	8		2
2518540001	SCJ FOOD SERVICE	Yes			1	8		3
3217260001	HILLPOINTE CONSTRUCTION LLC			Yes	1	30	Yes	
3225290001	MULBERRY DEMO			Yes	1	30		4
3225290001	MULBERRY DEMO			Yes	1	30		4
2538030001	PUBLIX#425 - COMPACTOR		Yes		1	30	Yes	
2537990001	PUBLIX#671 - COMPACTOR		Yes		1	30	Yes	
2538020001	PUBLIX#791 - COMPACTOR		Yes		1	30	Yes	
2538040001	PUBLIX#836 - COMPACTOR		Yes		1	30	Yes	
3217400001	1900 EXECUTIVE	Yes			1	8		1
2538930001	4 RIVERS SMOKEHOUSE	Yes			1	8		3
3211850001	ALL COUNTY TOILETS	Yes			1	8		1
2517530001	AUBURNDALE MAINTENANCE UNIT#3	Yes			1	8		2
2409920001	PUBLIX#879 - COMPACTOR		Yes		1	30	Yes	
2518450001	SHERIFF'S OPERATIONS CENTER		Yes		1	30		0.5
2518530001	SOUTH COUNTY JAIL FOOD SERVICE		Yes		1	30		3
2638680001	THE HADLEY		Yes		1	30	Yes	
2552540001	ARIVA APARTMENTS - JET WASTE		Yes		1	34		1
2992390001	OES WAREHOUSE LAKELAND			Yes	1	30	Yes	
2522830001	LOVE'S TRAVEL STOP 627		Yes		1	34	Yes	
3211720001	PUBLIX 2088 - HAWKINS CONST			Yes	1	30	Yes	
3211720001	PUBLIX 2088 - HAWKINS CONST			Yes	1	30	Yes	
3211720001	PUBLIX 2088 - HAWKINS CONST			Yes	1	30	Yes	
2564550001	B.H. BUNN COMPANY	Yes			1	8		0.5
2639330001	THE BRADLEY LAKE WILSON		Yes		1	34		1
3012860001	BERRY PLAZA	Yes			1	8		2
2517550001	BONE VALLEY ATV PARK	Yes			1	8		1
3213100001	SKY HOMES			Yes	1	30	Yes	
3014080001	CENTURY RETAIL DEER CREEK	Yes			1	8		5
3014080001	CENTURY RETAIL DEER CREEK	Yes			1	8		3
3014060001	CENTURY RETAIL LAKELAND SOUTH	Yes			2	8		3
3014050001	CENTURY RETAIL RIDGEVIEW	Yes			2	8		3
3014050001	CENTURY RETAIL RIDGEVIEW	Yes			2	8		3
2455970001	CHAMPIONS GATE FSED	Yes			1	8		2
3217750001	TOLL INTEGRATED SYSTEMS			Yes	1	30	Yes	
2517590001	CHRISTINA PARK #68300	Yes			1	8		2
2517590001	CHRISTINA PARK #68300	Yes			1	8		2
2517610001	COLEMAN LANDING	Yes			1	8		2
2517690001	DUNDEE MAINTENANCE UNIT #4	Yes			1	8		1
3012610001	DUNKIN DONUTS	Yes			1	8		5
2632220001	ELITE AUTOMOTIVE	Yes			1	8		1
2632220001	ELITE AUTOMOTIVE	Yes			1	8		1
3195860001	EMERALD RUN APARTMENTS	Yes			5	8		2
2541150001	ENTERPRISE HOLDINGS GROUP 42	Yes			1	8		1
2517710001	FACILITIES MANAGEMENT SHOP	Yes			1	8		1
2632650001	FROSTPROOF MAINTENANCE	Yes			1	8		1
3224590001	HARVEST MEAT MARKET	Yes			1	8		1
2529840001	BJ'S WHOLESALE CLUB #226		Yes		1	35	Yes	
2465800001	HALSTON FOUR CORNERS		Yes		1	35		1
2539030001	HAWTHORNE HEALTH LAKELAND	Yes			1	8		2
3013950001	HIGHLAND SQUARE	Yes			1	8		1
3014040001	HIGHLAND STATION	Yes			1	8		3
3217750001	TOLL INTEGRATED SYSTEMS			Yes	1	30	Yes	

Site ID	Site Name	Dumpster	Compactor	Roll Off	Qty	Capacity (CU YD)	On Call	Days Per Week
2517880001	JAN PHYL VILLAGE PARK RO			Yes	1	30	Yes	
2629940001	HONG BBQ & HOT POT	Yes			1	8		3
2517920001	LAKE EASY PARK			Yes	1	30	Yes	
2518110001	MOSAIC PEACE RIVER PARK			Yes	1	30	Yes	
2517830001	HUNT FOUNTAIN PARK	Yes			3	8		3
3212270001	HYDRAULIC SERVICES	Yes			1	8		1
3210740001	INDOOR GUN RANGES	Yes			1	8		2
2517960001	LAKELAND MAINT OFFICE	Yes			1	8		2
2032980001	PEDALER'S POND, LLC 2094		Yes		1	35		1
2513500001	LEGACY LANDING HOA	Yes			2	8		3
2518010001	LOYCE HARPE PARK	Yes			2	8		2
2518020001	MANAGEMENT DIST 2 OFFICE/ SHOP	Yes			1	8		1
3213600001	MCDONALDS	Yes			1	8		5
3216560001	MCDONALDS	Yes			1	8		3
2518110001	MOSAIC PEACE RIVER PARK			Yes	1	30	Yes	
2641160001	METRO DINER - LAKELAND	Yes			1	8		3
2522800001	MOSAIC PEACE RIVER PARK	Yes			1	8		1
2560950001	MULBERRY POLK, LLC	Yes			1	8		3
2518160001	NE REGION WWP MAINTENANCE	Yes			1	8		3
2518150001	NATURAL RESOURCES DRAINAGE			Yes	1	30		2
2518160001	NE REGION WWP MAINTENANCE	Yes			2	8		1
2518170001	NORTHEAST REGIONAL PARK	Yes			1	8		2
3014070001	PARK HILL	Yes			1	8		3
2469720001	HOBBY LOBBY#966 - AOWR		Yes		1	40	Yes	
2634060001	PLANET OBSTACLE LLC	Yes			1	8		2
2521290001	ROSS #1255		Yes		1	40	Yes	
2518250001	POINCIANA COMMUNITY PARK	Yes			1	8		2
3213350001	POLK WINDOWS	Yes			1	8		3
3218090001	PUBLIX#1686 - FRONTLOAD	Yes			1	8		2
3218090001	PUBLIX#1686 - FRONTLOAD	Yes			1	8		3
2502940001	TJX #M1463		Yes		1	40	Yes	
2518180001	NORTHEAST REGIONAL PARK			Yes	1	30	Yes	
2518180001	NORTHEAST REGIONAL PARK			Yes	1	30	Yes	
3218090001	PUBLIX#1686 - FRONTLOAD	Yes			1	8		3
2548230001	PUBLIX#836 ROLL OFF SW			Yes	1	30		3
2518640001	UTILITIES ADMINISTRATION			Yes	1	30	Yes	
3223490001	ALPHA DUMPSTERS			Yes	1	30	Yes	
3218090001	PUBLIX#1686 - FRONTLOAD	Yes			1	8		3
3217100001	SAND BAR PIZZA & MUSIC LLC	Yes			1	8		1
2518390001	SHERIFF PROCESSING CENTER	Yes			1	8		2
2626410001	TRIBAL COMMUNITY DEVELOPMENT			Yes	1	30	Yes	
2518390001	SHERIFF PROCESSING CENTER	Yes			1	8		2
2518440001	SHERIFF-FLEET ADMIN	Yes			2	8		2
2518440001	SHERIFF-FLEET ADMIN	Yes			1	8		2
2518480001	SIMMERS YOUNG PARK	Yes			2	8		2
2544030001	SONNY'S REAL-PIT BBQ #0075	Yes			1	8		3
2565420001	STRADA - STR-AUBURNDALE	Yes			1	8		1
3213480001	SUNCO	Yes			1	8		2
3224980001	DAVENPORT DEMO - GARY KROTKE			Yes	1	40	Yes	
2640720001	SUNOCO GAS STATION	Yes			1	8		2
2518590001	SW REGION WWP	Yes			1	8		2
2642140001	TRUCK PARTS USA	Yes			1	8		1
2532020001	UNDERWOOD AC	Yes			2	8		1
2506780001	WAFFLE HOUSE#2420 - SLM	Yes			1	8		3
2418810001	WATERSTONE PROPERTY HOA	Yes			1	8		3
2418810001	WATERSTONE PROPERTY HOA	Yes			1	8		3
2418810001	WATERSTONE PROPERTY HOA	Yes			1	8		3
2077210001	WILLIAM'S PRESERVE HOA PHASE 2	Yes			1	8		4
2077210001	WILLIAM'S PRESERVE HOA PHASE 2	Yes			1	8		4
2262510001	WILLIAM'S PRESERVE HOA PHASE 3	Yes			1	8		4
2262510001	WILLIAM'S PRESERVE HOA PHASE 3	Yes			1	8		4
1981060001	WILLIAM'S PRESERVE HOA, INC	Yes			1	8		4
1981060001	WILLIAM'S PRESERVE HOA, INC	Yes			1	8		4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2024

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
MARSH USA LLC.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323

CN105058554--GAWUP-24-25

CONTACT NAME: Susan Vignone
PHONE (A/C, No, Ext): 813-207-6371 **FAX (A/C, No):**
E-MAIL ADDRESS: susan.b.vignone@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Insurance America, Inc.	24554
INSURER C : ACE Property & Casualty Insurance Company	20699
INSURER D : XL Specialty Insurance Company	37885
INSURER E : N/A	N/A
INSURER F :	

INSURED
Waste Pro of Florida
20344 US 27
Clermont, FL 34715

COVERAGES **CERTIFICATE NUMBER:** ATL-004673416-43 **REVISION NUMBER:** 16

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			RGE3002577	11/22/2024	11/22/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						SIR	$ 500,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			XOOG71761885006	11/22/2024	11/22/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD300138007 (AOS)	11/22/2024	11/22/2025	X PER STATUTE OTH-ER	
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N/A		RWE943549707 (FL, GA)	11/22/2024	11/22/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			(SIR: $600,000 FL) ($750,000 GA)			E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Non-Exclusive Franchise for collection of commercial solid waste within unincorporated Polk County.

CERTIFICATE HOLDER

Polk County
Board of County Commissioners
Attn: Chairman of the Board
330 W Church St
PO Box 9005
Bartow, FL 33831-9005

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

Marsh USA LLC

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AGENCY CUSTOMER ID: CN105058554
LOC #: Lauderdale

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Waste Pro of Florida 20344 US 27 Clermont, FL 34715
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Contractors Pollution Legal Liability - Job Site

Pollution Condition resulting from Contracting Services defined as:
Trash compactor installation and maintenance

Carrier: Indian Harbor Insurance Company
Policy Number: PEC004900307
Dates: 02/28/2024 – 02/28/2025
Limit: $5,000,000 each Pollution Condition; $5,000,000 Annual Aggregate
Self-Insured Retention: $250,000

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POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 195691 **CLASS: A** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
TIMOTHY M DOLAN	POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

WASTE PRO OF FLORIDA INC
WASTE PRO OF FLORIDA INC
3705 SAINT JOHNS PKWY
SANFORD, FL 32771

CODE	ACTIVITY TYPE
220000	LTD UTILITY RELATED ACTIVITY
480000	LTD TRANSPORTATION

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3422626 07/17/2025 HSP **TP 31.50** **WASTE PRO OF FLORIDA INC**

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Seminole

Before me, the undersigned notary public authorized to administer oaths, personally appeared Erik Sankey who, first being duly sworn, on oath deposes and states, as follows:

1) He is Regional Vice President, Waste Pro of Florida Inc, a Florida corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Waste Pro of Florida Inc.

4) There are no liens of record filed by the Internal Revenue Service against Waste Pro of Florida Inc

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Waste Pro of Florida Inc

6) Waste Pro of Florida Inc acknowledges and consents that the County shall have the right to inspect Waste Pro of Florida Inc vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Waste Pro of Florida Inc has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term Waste Pro of Florida Inc will continue to comply with the same.

Further the affiant sayeth not.

Dated the 29 day of September, 2025

E-S

Sworn Person Signature
Erik Sankey Regional Vice President
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 29 day of September, 2025, by Erik Sankey, who is either X personally known to me; or ☐ has produced _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA
BARBARA H. ALTBRANDT
Commission # HH 576678
Expires July 29, 2028

Barbara H Altbrandt
Notary Public Signature
Barbara H Altbrandt
Printed Name of Notary Public
HH576678 / 7/29/2028
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

INDEMNITY

WHEREAS, THE UNDERSIGNED Erik Sankey (the "Undersigned"), is the Regional Vice President of Waste Pro of Florida Inc. (the "Company"), a Florida corporation,

WHEREAS, the Company, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Company

NOW, THEREFORE, in consideration of the benefits accruing to the Company and for other good and valuable consideration, the Undersigned, by and on behalf of the Company does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Company, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Waste Pro of Florida Inc this 29 day of September, 2025

ATTEST:

By: Barbara H. Altbrandt

Barbara H. Altbrandt / Regional Office Manager
[Printed Name, Title]

Waste Pro of Florida Inc
a Florida Corporation

By: E-S

Erik Sankey Regional Vice President
[Printed Name, Title]

SEAL

NOTARY PUBLIC STATE OF FLORIDA

BARBARA H. ALTBRANDT
Commission # HH 576678
Expires July 29, 2028



FAST FACTS
WASTE PRO USA

Fastest growing privately-owned solid waste company in the Southeastern United States. Founded in 2001 by Board Chairman John Jennings, a second-generation legend in the business. In 2014, his son Sean Jennings joined Waste Pro and became President of the company in 2018. He assumed the role of CEO in 2020.

We are the third largest privately-owned company in Central Florida where we are headquartered. Waste Pro is the only company in the United States with a Historical Garbage Truck Museum that has been recognized worldwide.

GARBAGE TRUCK MUSEUM

The world's ONLY garbage truck museum located in Sanford, FL with trucks dated as far back as 1926. Two trucks on display were used in the 2016 film ***Fences.***

SAFETY AWARDS

To earn the coveted Safety Award, an employee must exhibit the Waste Pro Way in their daily actions and meet safety-specific criteria spanning over a three-year period. Eligible drivers receive $10,000, and a similar award of $5,000 is offered to eligible helpers.

FLEET

3,200+ state of the art trucks with 3rd Eye 360 degree onboard cameras.

MRFS

(MATERIAL RECOVERY FACILITY OR RECYCLING PROCESSING)

Atlanta, GA; Ft. Myers, FL; Ocala, FL; Sarasota FL; Columbus, MS (commercial corrugated only)

EMPLOYEES

4,600+

SPORTS SPONSORSHIPS

Jacksonville Jaguars, New Orleans Saints, New Orleans Pelicans, Charlotte Hornets, Florida Citrus Sports, Biloxi Shuckers, Florida Everblades

CO-HEART PROGRAM

Internal safety training program that has helped 475+ employees earn their CDL. WP Sanford is state-approved testing site.

OUR SERVICES

- Residential & Commercial Solid Waste Collection
- Recycling Collection & Processing Services
- Transfer Stations & Landfills

wasteprousa.com | @waste_pro_usa | wasteprousacorp



WASTE PROTECTION

Employees are trained by law enforcement to report unusual or suspicious activity and handle potential evidence in effort to keep communities safe.

RESTORED TO NEW

Rebuild older trucks to look and run like new again to reduce environmental footprint. More than 150 trucks have been restored to new to date.

2ND CHANCE PROGRAM

Partners with Florida Department of Corrections to give career opportunities to qualified offenders who have completed their sentence in effort to reduce recidivism.

DRIVER TRAINING CENTERS

Allows drivers and helpers to undergo extensive hands-on training and simulations on various safety aspects. Located in Sanford and Atlanta.

SERVICE AREAS

Alabama
Arkansas
Florida
Georgia
Louisiana
Mississippi
Missouri
North Carolina
South Carolina
Tennessee

OFFICE LOCATIONS

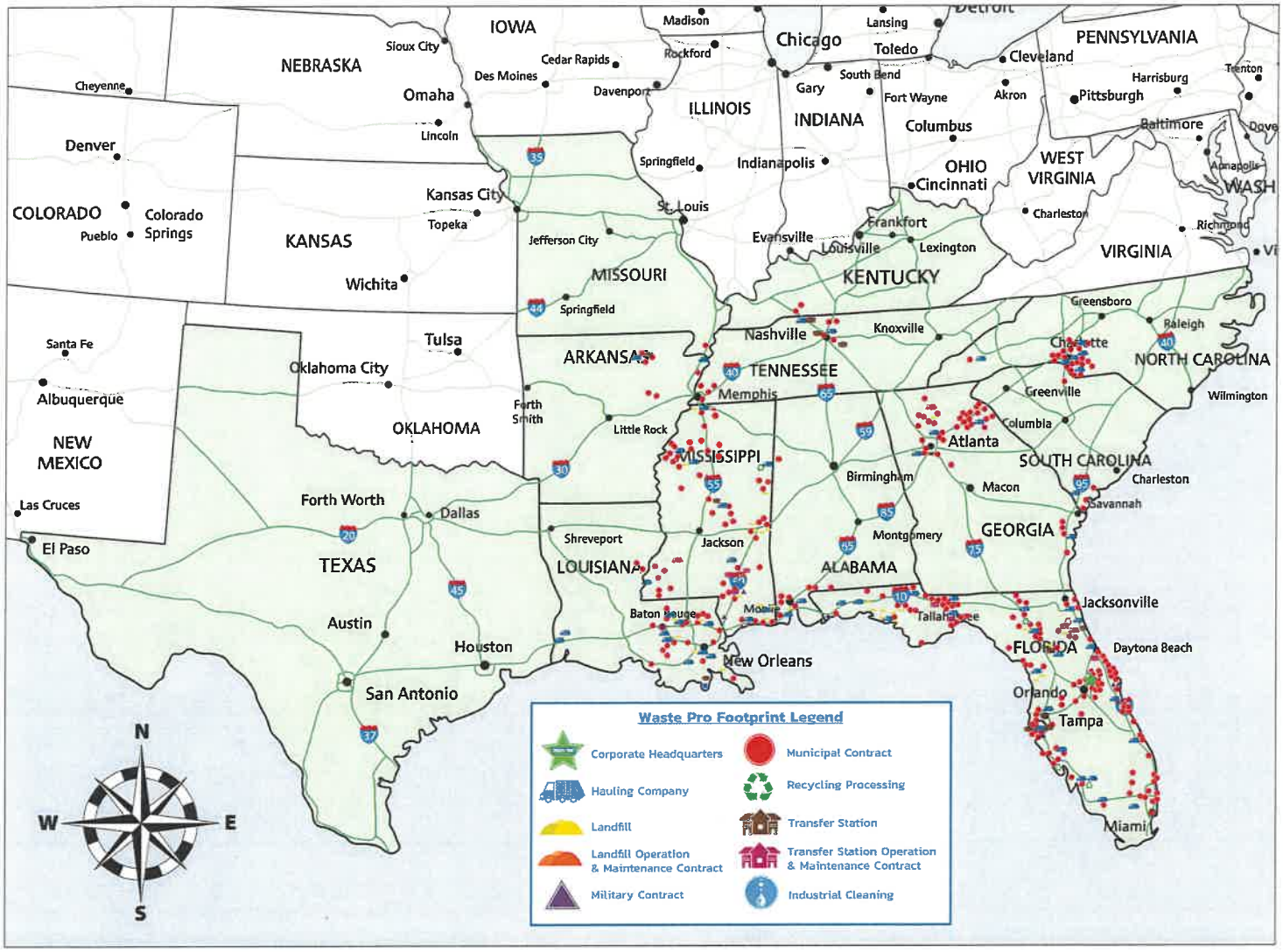
90+ Operating Facilities
24 Landfills
11 Transfer Stations

CUSTOMERS

2 Million+ Residential
100,000+ Commercial
500+ Cities
300+ Exclusive Municipal Franchises

REVENUE GROWTH

IN 2001 **$0 - $1.3 BILLION** IN 2024



WASTE PROTECTION

Law enforcement partners train Waste Pro employees to report unusual or suspicious activity, keeping our communities safer.

RESTORED TO NEW

Skilled technicians rebuild older trucks to look and run like new, reducing our environmental footprint. To date, more than 150 trucks have been restored.

2ND CHANCE PROGRAM

Waste Pro strengthens local communities and reduces recidivism by working with the Florida Department of Corrections to provide career opportunities to qualified individuals who have been involved with the criminal justice system.

DRIVER TRAINING CENTERS

Drivers and helpers undergo extensive hands-on training at one of three locations across our footprint, with a focus on safe operations, DOT laws, and defensive driving.

SERVICE AREAS

Alabama
Arkansas
Florida
Georgia
Kentucky
Louisiana
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Texas

OFFICE LOCATIONS

100+ operating facilities
32 landfills
20 transfer stations
4 materials recovery facilities (MRFs)

CUSTOMERS

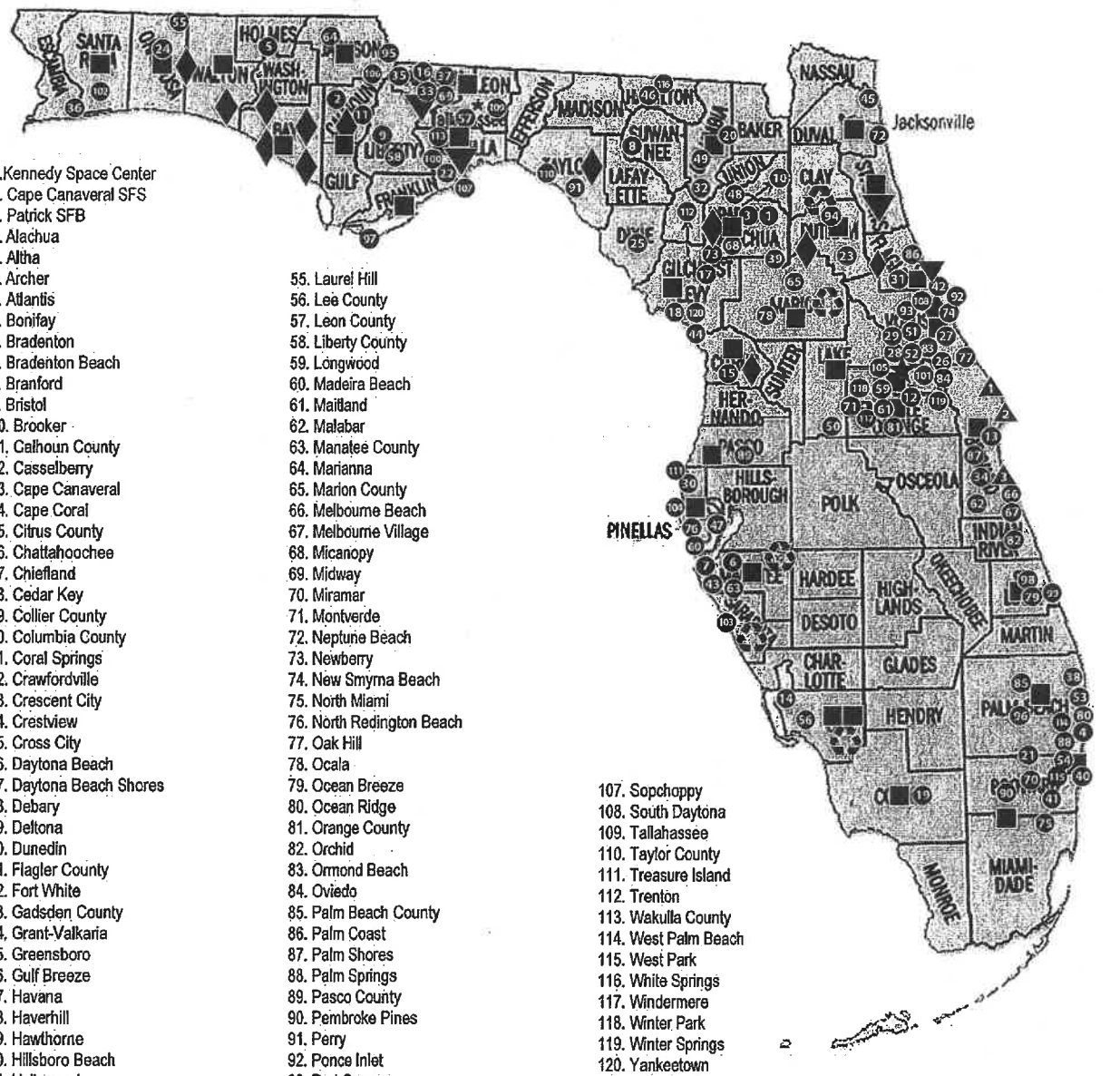
2 Million+ Residential
100,000+ Commercial
260+ Exclusive Municipal Franchises

REVENUE GROWTH

IN 2001 **$0 - $1.4 BILLION** IN 2025

WASTE PRO® OF FLORIDA INC.

Caring For Our Communities



1.Kennedy Space Center
2. Cape Canaveral SFS
3. Patrick SFB
1. Alachua
2. Altha
3. Archer
4. Atlantis
5. Bonifay
6. Bradenton
7. Bradenton Beach
8. Branford
9. Bristol
10. Brooker
11. Calhoun County
12. Casselberry
13. Cape Canaveral
14. Cape Coral
15. Citrus County
16. Chattahoochee
17. Chiefland
18. Cedar Key
19. Collier County
20. Columbia County
21. Coral Springs
22. Crawfordville
23. Crescent City
24. Crestview
25. Cross City
26. Daytona Beach
27. Daytona Beach Shores
28. Debary
29. Deltona
30. Dunedin
31. Flagler County
32. Fort White
33. Gadsden County
34. Grant-Valkaria
35. Greensboro
36. Gulf Breeze
37. Havana
38. Haverhill
39. Hawthorne
40. Hillsboro Beach
41. Hollywood
42. Holly Hill
43. Holmes Beach
44. Inglis
45. Jacksonville
46. Jasper
47. Kenneth City
48. LaCrosse
49. Lake City
50. Lake County
51. Lake Helen
52. Lake Mary
53. Lantana
54. Lauderdale by the Sea
55. Laurel Hill
56. Lee County
57. Leon County
58. Liberty County
59. Longwood
60. Madeira Beach
61. Maitland
62. Malabar
63. Manatee County
64. Marianna
65. Marion County
66. Melbourne Beach
67. Melbourne Village
68. Micanopy
69. Midway
70. Miramar
71. Montverde
72. Neptune Beach
73. Newberry
74. New Smyrna Beach
75. North Miami
76. North Redington Beach
77. Oak Hill
78. Ocala
79. Ocean Breeze
80. Ocean Ridge
81. Orange County
82. Orchid
83. Ormond Beach
84. Oviedo
85. Palm Beach County
86. Palm Coast
87. Palm Shores
88. Palm Springs
89. Pasco County
90. Pembroke Pines
91. Perry
92. Ponce Inlet
93. Port Orange
94. Putnam County
95. Quincy
96. Royal Palm Beach
97. St. George Island
98. St. Lucie County
99. St. Lucie Village
100. St. Marks
101. Sanford
102. Santa Rosa County
103. Sarasota
104. Seminole
105. Seminole County
106. Sneads
107. Sopchoppy
108. South Daytona
109. Tallahassee
110. Taylor County
111. Treasure Island
112. Trenton
113. Wakulla County
114. West Palm Beach
115. West Park
116. White Springs
117. Windermere
118. Winter Park
119. Winter Springs
120. Yankeetown

★ Corporate Headquarters
▩ Hauling Companies
♦ Landfills
▲ Military Contracts
● Municipal Contracts
♻ Recycling Processing
▼ Transfer Stations

WASTE PRO OF FLORIDA, INC.
Corporate Headquarters
2101 W SR 434 Suite 305, Longwood, FL, 32779
407-869-8800 Fax: 407-869-8884



82 OPERATING LOCATIONS

ALABAMA
Mobile

ARKANSAS
Blytheville
Hoxie

FLORIDA
Alachua
Blountstown Landfill
Bunnell
Clearwater
Clermont
Cocoa
Citrus Landfill
Collier County
Crestview
Daytona Beach
Daytona Beach Landfill
Fanning Springs
Ft. Myers
Ft. Pierce
Hernando
Interlachen Landfill
Jacksonville
Jacksonville Refab
Lake City
Longwood
New Port Richey
Ocala
Ocala MRF
Orlando
Ormond Beach TS
Palatka
Panama City Beach
Panama City Beach Landfill
Pembroke Pines
Pensacola
Pompano Beach
Quincy TS
Sanford
Sanford Refab
Sarasota
Sarasota MRF
Southport Landfill
St. Augustine TS
Tallahassee
West Palm Beach

GEORGIA
Athens
Atlanta West
Atlanta MRF
Atlanta TS
Cherokee Landfill
Doraville
North Georgia Hauling

LOUSIANA
Baton Rouge
Covington
Geismar
Houma
New Orleans
Riverside Landfill

MISSISSIPPI
Applewhite Landfill
Applewhite Recycling
Bozeman Hill Landfill
Columbus
Cleveland
DeSoto County Rubbish Pit
Gautier
Greenwood
Gulfport
Hattiesburg
Jackson
Kemper County Landfill
Laurel
Meridian
Natchez
Ruleville Rubbish Pit
Southaven
Sowaco Landfill
Starlanding Rubbish Pit
Talley Landfill

NORTH CAROLINA
Asheville
Concord
Monroe
Mount Holly

SOUTH CAROLINA
Hilton Head

TENNESSEE
Nashville

260 EXCLUSIVE MUNICIPAL CONTRACTS

ALABAMA
Citronelle
Creola
Flomaton
Florala
Mount Vernon
Saraland
Spanish Fort
Sulligent

ARKANSAS
Alicia
Birdsong
Black Rock
Burdette
Dell
McCrory
Patterson
Portia

FLORIDA
Alachua
Altha
Apalachicola
Archer
Atlantis
Bonifay
Bradenton
Bradenton Beach
Branford
Bristol
Brooker
Calhoun County
Casselberry
Cape Canaveral
Cape Coral
Cedar Key
Chattahoochee
Chiefland
Citrus County
Collier County
Columbia County
Coral Springs
Crawfordville
Crescent City
Crestview
Cross City
Daytona Beach
Daytona Beach Shores
Debary
Deltona
Dunedin
Flagler County
Fort White
Gadsden County
Grant-Valkaria
Greensboro
Gulf Breeze
Havana
Haverhill
Hawthorne
Hillsboro Beach
Hollywood
Holly Hill
Holmes Beach
Inglis
Jacksonville
Jasper
LaCrosse
Lake City
Lake County
Lake Helen
Lake Mary
Lantana
Lauderdale-by-the-Sea
Laurel Hill
Lee County
Leon County
Liberty County
Longwood
Maitland
Malabar
Manatee County
Marianna
Marion County
Melbourne Beach
Melbourne Village
Micanopy
Midway
Miramar
Montverde
Neptune Beach
Newberry
New Smyrna Beach
North Miami
North Redington Beach
Oak Hill
Ocala
Ocean Breeze
Ocean Ridge
Orange County
Orchid
Ormond Beach
Oviedo
Palm Beach County
Palm Coast
Palm Shores
Palm Springs
Pasco County
Pembroke Pines
Perry
Ponce Inlet
Port Orange
Port St. Lucie
Putnam County
Quincy
Royal Palm Beach
St. George Island
St. Lucie County
St. Lucie Village
St. Marks
Sanford
Santa Rosa County
Sarasota
Seminole
Seminole County
Sneads
Sopchoppy
South Daytona

Southwest Ranches
Tallahassee
Taylor County
Treasure Island
Trenton
Wakulla County
West Palm Beach
West Park
Wewahitchka
White Springs
Windermere
Winter Park
Winter Springs
Yankeetown

GEORGIA
Arcade
Austell
Bloomingdale
Bowersville
Bowman
Canon
Carl
Commerce
Danielsville
Franklin Springs
Guyton
Gwinnett County
Hampton
Hapeville
Ila
Maysville
Morrow
Mountain Park
Nicholson
Pendergrass
Port Wentworth
Rincon
Statham
Waleska

LOUISIANA
Ascension Parish
Assumption Parish
East Feliciana Parish
Ferriday
Folsom
Gonzales
Livingston Parish
Napoleonville
Ridgecrest
Sicily Island
St. Tammany Parish
Tangipahoa Parish

MISSOURI
Caruthersville
Steele

MISSISSIPPI
Benoit
Bolivar County
Byhalia
Claiborne County
Coffeeville
Columbia
Cruger
Decatur
DeSoto County
Ellisville
Fayette
Forrest County
Gautier
Greene County
Grenada
Grenada County
Gulfport
Gunnison
Hollandale
Humphreys County
Inverness
Isola
Laurel
Leake County
Louisville
Lucedale
Lumberton
Macon
Meridian
Merigold
Moss Point
Newton
Noxapater
Noxubee County
Ocean Springs
Pascagoula
Philadelphia
Petal
Port Gibson
Purvis
Renova
Ruleville
Sardis
Shuqualak
Stonewall
Sumner
Sumrall
Tutwiler
Utica
Walnut Grove
Waynesboro
Webb
Yazoo City

NORTH CAROLINA
Belmont
Bessemer City
Buncombe County
Canton
Charlotte
Concord
Cornelius
Davidson
Denton
Harrisburg
Lake Park
Landis
Laurel Park
Marshville
Midland
Mint Hill
Monroe
Mount Holly
Mount Pleasant
Pineville
Waxhaw

SOUTH CAROLINA
Estill
Fort Mill

TENNESSEE
Arlington
Atoka
Germantown
Hendersonville
Mason
Moscow
Munford

DEPARTMENT OF Solid Waste, POLK COUNTY FLORIDA No 97822

RECEIVED FROM Waste Pro Date 9/30 20 25

FUND	COST CENTER	ACCOUNT	PROJECT

FOR: Renewal Franchise Fee $ 500.00

$

$

$

CASH ☐ BY: Veronica Turpin-Grant

CHECK ☒ 55072533 TOTAL $500.00

REVISED 05/12

VOID VOID VOID

Polk County

Board of County Commissioners (Organizational)

Agenda Item R.55. 11/18/2025

SUBJECT

Approve Amendment to the Polk County Sheriff's Office (PCSO) FY 24/25 Budget.

DESCRIPTION

In accordance with F.S. 129.06, Board approval is requested to amend the Polk County Sheriff's Office (PCSO) FY 24/25 budget to reflect actual revenue and expense. The attached letter from the PCSO's Fiscal Services Division gives the full detail of the following budget amendments:

1) Request the Board approve the allocation of $14,338,257 of increased revenue received over the $20,398,607 originally anticipated in the Non-BoCC Fund for the FY 24/25 budget. The additional revenue allocation is outlined in the attached letter from the Sheriff's Office.

2) The PCSO carried forward $3,732,558 in special revenues during the year. This appropriation authority request represents an increase of $539,196 in appropriations over the original budgeted amount of $3,193,362. Request the Board approve the FY 24/25 Special Revenue Fund allocation as detailed in the list entitled, "Summary of Special Revenue Fund."

3) Approve the following transfers to align budget with actual expense:

a) $12,129,500 from Law Enforcement Personnel in the following manner:
   i. $ 1,238,000 to Law Enforcement Operating
   ii. $ 6,191,500 to Law Enforcement Capital
   iii. $ 1,600,000 to Detention Personnel
   iv. $ 1,900,000 to Detention Operating
   v. $ 500,000 to Detention Capital
   vi. $ 350,000 to Court Security Personnel
   vii. $ 250,000 to Court Security Operating
   viii. $ 100,000 to Court Security Lease Acquisitions

RECOMMENDATION

Request Board approve the amendments to the Polk County Sheriff's Office FY 24/25 budget as requested in the attached letter.

FISCAL IMPACT

This amendment is to the PCSO's budget and does not reflect any change to the BoCC's budget.

CONTACT INFORMATION

Christia Johnson,
Budget & Management Services Director
(863)534-5985

Sheriff Grady Judd
Polk County
1891 Jim Keene Blvd. • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • www.polksheriff.org

November 3, 2025

The Honorable Rick Wilson,
Chairman, Polk County Commission
330 West Church Street
Bartow, FL 33830

Dear Chairman Wilson,

In accordance with F.S. 129.06, the Sheriff's Office respectfully requests additional appropriation authority for other general and special revenue funding it received during the year from outside sources. We are also requesting the appropriation authority, but **not any additional funds**, for $1,672,259 non-cash book entry pursuant to the Governmental Accounting Standards Board (GASB) statements 87 and 96 that mandate recognition of certain multi-year lease and information technology contracts as expenditures for capital outlay (right-to-use assets).

GENERAL FUND

In the General Fund, the appropriation authority request of $34,736,864 represents an increase of $14,338,257 over the original amount of $20,398,607 that was part of the adopted budget. In addition to the aforementioned capital outlay (right-to-use assets) acquisitions book entry, it consists of revenue from the sale of assets and scrap, interest earnings, task force reimbursements, writs, supply reimbursements, insurance payments, inmate co-payments, city policing, dispatch, and other service contracts, school safety contracts, extra duty administrative fees, animal control fees, inmate phone commissions, video visitation commissions, FEMA reimbursement for Hurricane Helene deployment, propane tax credits, Department of Homeland Security award, and other awards, settlements and restitutions. We are requesting the appropriation of these Other General Fund revenues as follows:

LAW ENFORCEMENT	
Personnel	$ 21,861,106
Operating	$ 2,875,635
Capital	$ 3,516,765
Capital Lease Acquisition (right-to-use assets)	$ 1,174,549
TOTAL LAW ENFORCEMENT	**$29,428,055**

DETENTION	
Personnel	$ 455,893
Operating	$ 1,242,790
Capital	$ 3,023,807
Capital Lease Acquisition (right-to-use assets)	$ 496,402
TOTAL DETENTION	**$ 5,218,892**

COURT SECURITY	
Operating	$ 88,609
Capital Lease Acquisition (right-to-use assets)	$ 1,308
TOTAL COURT SECURITY	**$ 89,917**
GRAND TOTAL OTHER GENERAL FUND	**$34,736,864**

SPECIAL REVENUE FUNDS

The Sheriff's Office was awarded or carried forward $3,732,558 in special revenues during the year. This request represents an increase of $539,196 in appropriation authority over the Special Revenue budget of $3,193,362 requested in the original program budget summary document. The original budget will be amended to reflect the attached list of funds and appropriated in accordance with the grantors' terms and conditions.

BUDGET TRANSFERS

In accordance with F.S. 129.06, the Sheriff's Office furthermore requests the transfer of the following funds. This bookkeeping matter will allow the Sheriff's Office to meet its operating needs and still return in excess of the amount anticipated by the Office of Budget and Management Services.

FROM:	Law Enforcement Personnel	$(12,129,500)
TO:	Law Enforcement Operating	$ 1,238,000
TO:	Law Enforcement Capital	$ 6,191,500
TO:	Detention Personnel	$ 1,600,000
TO:	Detention Operating	$ 1,900,000
TO:	Detention Capital	$ 500,000
TO:	Court Security Personnel	$ 350,000
TO:	Court Security Operating	$ 250,000
TO:	Court Security Lease Acquisitions	$ 100,000

For: IT infrastructure & other capital projects including the new district, vehicles & accessories, firearms replacement, contract services, food supplies, higher than budgeted share of indirect cost reallocation, training stipends, and to reallocate surplus budget for audit reclassification contingency.

Please let me know if you have any questions regarding this procedure. Your consideration of the above request is appreciated.

Respectfully,

Saba Rahmani

SABA RAHMANI, DIRECTOR
Fiscal Services Division

POLK COUNTY SHERIFF'S OFFICE
SUMMARY OF AMENDED GENERAL FUND CHANGES
FY 2024-2025 ADOPTED VS AMENDED

	2025 Adopted Budget BoCC	Budget Appropriation pursuant to GASB Statements 87 & 96	Adopted Budget Non-BoCC Funded	Additional Non-budgeted Revenue Received	Total Appropriated Proceeds	Budget Transfer Amendment	2025 Amended Budget
LAW ENFORCEMENT							
Personnel Services	135,070,195		19,168,328	2,692,778	21,861,106	(12,129,500)	144,801,801
Operating	20,383,368		402,145	2,473,490	2,875,635	1,238,000	24,497,003
Capital	4,524,556		462,334	3,054,431	3,516,765	6,191,500	14,232,821
Capital Lease Acquisitions	-	1,174,549	-	-	1,174,549	-	1,174,549
TOTAL LAW ENFORCEMENT	159,978,119	1,174,549	20,032,807	8,220,699	29,428,055	(4,700,000)	184,706,174
DETENTION							
Personnel Services	59,848,294		355,800	100,093	455,893	1,600,000	61,904,187
Operating	21,506,745		10,000	1,232,790	1,242,790	1,900,000	24,649,535
Capital	524,869			3,023,807	3,023,807	500,000	4,048,676
Capital Lease Acquisitions		496,402		-	496,402	-	496,402
TOTAL DETENTION	81,879,908	496,402	365,800	4,356,690	5,218,892	4,000,000	91,098,800
COURT SECURITY							
Personnel Services	7,928,945		-	-	-	350,000	8,278,945
Operating	2,167,912		-	88,609	88,609	250,000	2,506,521
Capital	10,736		-	-	-		10,736
Capital Lease Acquisitions		1,308		-	1,308	100,000	101,308
TOTAL COURT SECURITY	10,107,593	1,308	-	88,609	89,917	700,000	10,897,510
TOTAL BUDGET	**251,965,620**	**1,672,259** (1)	**20,398,607** (2)	**12,665,998** (3)	**34,736,864**	**0**	**286,702,484**

(1) Governmental Accounting Standards Board (GASB) statements 87 & 96 require certain multi-year lease contracts to be recognized as expenditures for capital outlay (right-to-use assets). Non-cash entry only, no additional funds requested.

(2) Originally adopted budget for contracts, Animal Control fees & inmate charges.

(3) Proceeds > adopted budget which were appropriated.

POLK COUNTY SHERIFF'S OFFICE SUMMARY OF SPECIAL REVENUE FUND FY 2024-2025 ADOPTED VS AMENDED BUDGET				
Fund	Description	Program	2025 Amended Budget	2025 Adopted Budget
1105	State Attorney's Office	Crime Prevention	$ 467	$ 250
1106	State Attorney's Office	Strategic Investigation & Analysis Unit	$ 2,900	$ 2,900
1109	Project Safe and Sound	Crime Prevention	$ 1,758	$ 500
1140	Inmate Cart Fund	Detention Security	$ 762,807	$ 588,807
1140	Inmate Cart Fund	Office Mental Health Services	$ 118,423	$ 118,423
1155	Gifts #14, #38, #112, #113	Crime Prevention	$ 3,898	$ 3,898
1155	Gifts #2	Office of Communications	$ 1,100	$ -
1155	Gifts #1, #5, #24, #46	Major Crimes/Special Victims	$ 950	$ 950
1155	Gifts #16,#17	Detention Security	$ 586	$ 586
1155	Gifts #9	K-9	$ 30,935	$ 2,935
1155	Gifts #7, #8,#10,#11,#12,#20 #32,#35 #41,#43, #44	Patrol	$ 4,226	$ 4,226
1155	Gifts #50	Traffic	$ 10,743	$ 10,743
1155	Gifts #34, #40	Safe Schools	$ 5,100	$ 5,100
1155	Gifts # 108	Facilities	$ 310	$ 310
1155	Gifts #42	Narcotics	$ 1,000	$ 1,000
1155	Gifts #118	Marine	$ 23,684	$ -
1155	Gifts # 120	Animal Control	$ 19,460	$ -
1155	Gifts # 45 Organized Crime	Strategic Investigation & Analysis Unit	$ 5,000	$ 5,000
1155	Gifts #36, #110, & #111	Volunteers	$ 5,850	$ 5,850
1156	Animal Control Donations	Animal Control	$ 50,000	$ 50,000
1159	City 2nd Dollar Training Fund	Academy & Development (Training)	$ 20,300	$ 20,300
1161	HIDTA Task Force Fund	Narcotics	$ 37,560	$ 37,560
1162	Explorers Post 900	Employment Svc	$ 40,920	$ 12,000
1196	Guardian Grant	Safe Schools	$ 200,000	$ 200,000
1197	School Security Assessment	New In FY25	$ 273	$ -
1130*	Unclaimed Evidence Trust FS 705	Trust Funds	$ 150,000	$ 150,000
1150*	Law Enforcement Education FS 938	Academy & Development (Training)	$ 60,000	$ 60,000
1250*	Domestic Violence Education Trust FS 938	Trust Funds	$ 217,199	$ 15,000
1151*	Impound Animals Fees Fund FS 588	Ag Crimes	$ 5,000	$ 5,000
1152*	Training Funds (Article V) FS 938	Academy & Development (Training)	$ 156,000	$ 156,000
1154*	Animal Control Education (Fines)	Animal Control	$ 10,000	$ 10,000
1160*	Law Enforcement Trust Fund 932	Trust Funds	$ 700,000	$ 700,000
1165*	Crime Prevention FS 775	Crime Prevention	$ 180,000	$ 180,000
1180*	Environment Grant	Environmental	$ 391,824	$ 391,824
1183	S.A.F.E.	Narcotics	$ 450,000	$ 450,000
1184	End Human Trafficking Grant	Major Crimes/Special Victims	$ 60,085	$ -
1193	County Impact Fees	Food Services	$ 4,200	$ 4,200
Total Special Revenue Budget			$ 3,732,558	$ 3,193,362

Agenda Item R.56. 11/18/2025

SUBJECT

Approve the Polk County Sheriff's Office (PCSO) request to allocate excess revenue returned from FY 24/25 in the FY 25/26 budget and a transfer from the General Fund Reserve for Budget Stabilization for the purchase of safety equipment. ($1,960,000 one-time transfer)

DESCRIPTION

In October 2025, the PCSO returned $11,700,000 to the Board from unspent appropriations for FY 24/25. The PCSO is requesting that $1,960,000 of the unspent revenue be carried forward to FY 25/26. These funds, allocated by the Department of Homeland Security, will be used to fund County facility upgrades and safety initiatives, including the purchase of safety equipment for deputies. The timing of receipt of the funds did not allow for the purchase prior to the end of FY 24/25.

RECOMMENDATION

Request Board approve the request from the PCSO to carry over $1,960,000 from FY 24/25 unspent revenue to FY 25/26 and approve a one-time transfer from the General Fund Reserve for Budget Stabilization to the Sheriff's General Fund budget; the reserve will be replenished with ending fund balance in the FY 26/27 budget process.

FISCAL IMPACT

Funds are available for transfer in the FY 25/26 General Fund Reserve for Budget Stabilization.

CONTACT INFORMATION

Christia Johnson
Budget & Management Services Director
(863)534-5985

Sheriff Grady Judd
Polk County
1891 Jim Keene Blvd. • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • www.polksheriff.org

October 31, 2025

The Honorable Rick Wilson
Chairman, Polk County Commission
330 West Church Street
Bartow, Florida 33830

Dear Chairman Wilson,

I am pleased to inform you, your colleagues, and County Manager Bill Beasley that we are returning **$11.7 million** to the Board of County Commissioners from the 24/25 Fiscal Year. This return includes $2.2 million in earnings from interest revenue as well as $2.25 million in revenue for inmate phone commissions. This return also includes $620,000 in FEMA/FDEM reimbursement from costs incurred during the Hurricane Helene deployment.

On September 29, we received $1.96 million in Department of Homeland Security revenue that had been strategically allocated to fund county facility upgrades and safety initiatives, to include safety equipment for our deputies. However, due to the timing of this award, these projects could not be completed within the current fiscal year. Therefore, I respectfully request that these funds be transferred to our FY 2025–2026 budget to ensure the completion of these important safety improvements. This request does **not** involve any new tax dollars-in fact, this **saves** local tax dollars.

To promote better governance of taxpayer dollars, the Board and the Sheriff's Office have partnered to designate savings from our annual budget to important future projects that are necessary but would be difficult to pay for if there were not a disciplined reserve savings plan in place. In furtherance of this concept, we have multi-year projects that require our continued partnership. By saving funds from our current budget, we fund necessary equipment without asking for additional taxpayer funds.

In addition, we are currently in the architectural design phase on the Joint Use Sheriff's Warehouse and County Facilities building. To achieve full consolidation of our warehouse operations on a single campus, it will be necessary to expand the facility's footprint and include a separate, contained structure for hazardous materials. As we have previously discussed, investing in the appropriate size and configuration at this stage will be significantly more cost-effective than deferring the expansion to a later date. Therefore, I am requesting that $6.5 million of this return be designated to supplement the existing budget for this project.

Even after this request for the warehouse construction, I am pleased that we are sending an additional $3.2 million back to the County to fund other functions in county government. All county governments should run the same way as our Polk County government. Through your leadership, along with that of the other county commissioners, county departments and constitutionals are encouraged to save and reserve money for large-scale projects, so no additional taxpayer money is needed. By working together in harmony, partnership, and teamwork, we are exceeding the expectations of the citizens we take an oath to serve. I look forward to our continued partnership to provide the most effective law enforcement and detention services possible to the citizens of Polk County. I am grateful for the professional and cooperative relationship that we have developed over the years, and I thank you for the Board's support. Because of your efforts, lives are saved, people are safe, and crime is at a 53-year low.

Sincerely,

Grady Judd
Sheriff

GJ/am

xc:

Commissioner Martha Santiago, Ed.D., Vice Chair
Commissioner Bill Braswell
Commissioner Becky Troutman
Commissioner Michael Scott
Bill Beasley, County Manager

BUDGET AMENDMENT REQUEST

(for budget transfers and/or unbudgeted expenses)

Date	11/5/2025
Parent Fund	General Fund
Department/Division	Sheriff
BoCC Date	11/18/2025

Request for the following transfer be made for the reason(s) stated:

	Amount **FROM**	Fund	Cost Center	Account	Project	Area	TBD
	$ 1,960,000	00101	010000001	5998300	0000000	00	0000000
	$						
TOTAL	$ 1,960,000						

	Amount **TO**	Fund	Cost Center	Account	Project	Area	TBD
	$ 1,960,000	00101	980521010	5993030	0000000	00	0000000
TOTAL	$ 1,960,000						

JUSTIFICATION (attach additional back-up as necessary)

Request to transfer funds from General Fund Reserve for Budget Stabilization to the Sheriff's Office General Fund budget for the purchase of safety equipment originally budgeted in FY 24/25.

Department/Division Director

Recommended or not recommended by Christine Thomas 11/5/25

(Budget & Management Services) (Date)

Reason

APPROVED / NOT APPROVED

Board of County Commissioners/County Management Ryan J Taylor 2025Nov05

(Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

(Rev. 11/22)

Budget Balances

View ▾ Detach Wrap

	BOCC GL FUND	BOCC GL COST CENTER	BOCC GL ACCOUNT	BOCC GL PROJECT	BOCC GL AREA	BOCC GL TBD	Year to Date Period	Total Budget	Commitments	Obligations	Other Consumption	Expenditures	Total Consumption	Funds Available Amount	Funds Available (%)
		010000001	5998300												
	00101	010000001	5998300	0000000	00	0000000	YEAR-26	46,309,542.00	0.00	0.00	0.00	0.00	0.00	46,309,542.00	100.00
	Total							**46,309,542.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**46,309,542.00**	

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Budget Balances

View ▾ Detach Wrap

	BOCC GL FUND	BOCC GL COST CENTER	BOCC GL ACCOUNT	BOCC GL PROJECT	BOCC GL AREA	BOCC GL TBD	Year to Date Period	Total Budget	Commitments	Obligations	Other Consumption	Expenditures	Total Consumption	Funds Available Amount
		980521010	5993030											
	00101	980521010	5993030	0000000	00	0000000	YEAR-26	273,723,695.00	0.00	0.00	0.00	49,485,095.00	49,485,095.00	224,238,600.00
	Total							**273,723,695.00**	**0.00**	**0.00**	**0.00**	**49,485,095.00**	**49,485,095.00**	**224,238,600.00**

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Agenda Item R.57. 11/18/2025

SUBJECT

Consider approval of the proposed settlement in the matter of Estate of Shaun Seaman v. Polk County Sheriff's Office ($90,000.00 one-time expense).

DESCRIPTION

This is a liability claim wherein Shaun Seaman sustained bodily injury resulting in his death while an inmate at South County Jail.

RECOMMENDATION

Approve the proposed settlement in the amount of $90,000.00.

FISCAL IMPACT

Funds are available in the General Fund within the Risk Management budget.

CONTACT INFORMATION

Mark Thomas
Director, Risk Management
863-534-5265
markthomas@polk-county.net

Memorandum

To: Claims Committee
From: Risk Management
Date: November 4, 2025
Re: Donna Seaman/Estate of Shaun Seaman v. Polk County Sheriff's Office

---

Claim Description: This claim arises from an incident on May 13, 2021, wherein Shaun Seaman, who was an inmate at South County Jail, suffered injuries from another inmate while incarcerated. Mr. Seaman was taken to the hospital where he later died from his injuries on May 21, 2021. A wrongful death lawsuit was filed by his mother on behalf of the estate.

The complaint filed in federal court alleges wrongful death and deliberate indifference as Mr. Seaman was attacked by another inmate and was not discovered by detention deputies until over 4 hours later.

Trial in this matter was scheduled to begin in federal court on October 27, 2025.

Request: We are requesting $90,000.00 to settle this claim. The plaintiff and their attorney Michael Maddux have agreed to settle this claim in exchange for a full release.

SETTLEMENT REQUEST: $90,000.00

- _____ Commissioner
- _____ County Attorney
- _____ Deputy County Manager
- _____ Director Risk Management
- _____ Clerk of Courts

Agenda Item R.58. 11/18/2025

SUBJECT

Consider approval of the proposed settlement in the matter of Brian Poe v. Polk County Sheriff's Office ($60,000.00 one-time expense).

DESCRIPTION

This is a liability claim wherein Brian Poe sustained bodily injury as a result of vehicle crash with Polk County Sheriff's Office.

RECOMMENDATION

Approve the proposed settlement in the amount of $60,000.00.

FISCAL IMPACT

Funds are available in the General Fund within the Risk Management budget.

CONTACT INFORMATION

Mark Thomas
Director, Risk Management
863-534-5265
markthomas@polk-county.net

Memorandum

To: Claims Committee
From: Risk Management
Date: October 31, 2025
Re: Brian Poe v. Polk County Sheriff's Office

Claim Description: This claim arises from a motor vehicle accident on May 25, 2023, wherein our deputy was heading north on Hwy 17 in Winter Haven and turned left to enter a restaurant parking lot. In doing so he crossed the southbound lane into the path of the vehicle driven by Brian Poe, resulting in a collision.

Mr. Poe suffered neck and back injuries including a herniated disc and multiple bulging discs. He treated with a chiropractor and a pain management specialist and has been recommended for facet joint injections. His past medical expenses for this treatment are $42,965.00.

He also lost time from work following this accident and has made a wage claim for $8,000.00.

Request: We are requesting $60,000.00 to settle this claim. Mr. Poe and his attorney Ryan McCarthy with Howell & Thornhill have agreed to settle this claim in exchange for a full release.

SETTLEMENT REQUEST: $60,000.00

- _____ Commissioner
- _____ County Attorney
- _____ Deputy County Manager
- _____ Director Risk Management
- _____ Clerk of Courts

Polk County

Board of County Commissioners

Agenda Item R.59. 11/18/2025

SUBJECT

RESOLUTION recognizing Ordinance No. 25-062 as the Economic Development Ad Valorem Tax Exemption for Fort Meade DC, LLC.

DESCRIPTION

On November 4, 2025, the Board adopted Ordinance No. 25-062 establishing an economic development ad valorem tax exemption for a new business in Polk County. In the Ordinance, the new business is referred to as “Fort Meade LLC”, the name in which the company was originally registered in its incorporation state of Delaware, and how it was initially requested to be registered to transact business in Florida.

Upon its initial filing with the State of Florida, the company was informed the name “Fort Meade LLC” was unavailable, so instead was registered with the State in the alternative name of “Fort Meade DC, LLC.” Despite the different names, the company is the same legal entity, with the same FEI number. The purpose of this Resolution is to acknowledge and clarify that the company referred to in Ordinance No. 25-062 as “Fort Meade LLC” is the same legal entity registered with the State of Florida as “Fort Meade DC, LLC,” a Delaware limited liability company, FEI number: 33-4112087.

RECOMMENDATION

Adopt Resolution recognizing Ordinance No. 25-062 as the Economic Development Ad Valorem Tax Exemption for Fort Meade DC, LLC.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
(863) 534-6437

RESOLUTION NO. 25-_____

RESOLUTION RECOGNIZING ORDINANCE NO. 25-062 AS THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR FORT MEADE DC, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WHEREAS, on November 4, 2025, the Polk County Board of County Commissioners (the "Board") adopted Ordinance No. 25-062 (the "Ordinance") establishing an exemption from certain ad valorem taxation for a new business in Polk County (the "Company"), referred to in the Ordinance as "Fort Meade LLC;"

WHEREAS, the Company, a Delaware limited liability company, FEI number: 33-4112087 , is registered and incorporated with the State of Delaware as "Fort Meade LLC;"

WHEREAS, the Company initially filed with the Florida Department of State, Division of Corporations, to transact business in the State of Florida in the name of "Fort Meade LLC" but subsequently refiled under the alternative name of "Fort Meade DC, LLC" when said initial name was deemed unavailable by the Florida Department of State;

WHEREAS, the Ordinance refers to the Company by its initial name of "Fort Meade LLC," but going forward the Company shall be known as "Fort Meade DC, LLC;"

WHEREAS, for clarity, the Board desires to adopt this Resolution recognizing that for purposes of the Ordinance, the company referred to therein as "Fort Meade LLC" is the same company correctly registered with the State of Florida and identified as "Fort Meade DC, LLC."

NOW, THEREFORE, BE RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

1. **RECITALS.** The above recitals are true and correct and incorporated herein as if set forth in full herein.

2. **COMPANY NAME**. For purposes of Ordinance 25-062, the Board hereby acknowledges and agrees that the company referred to therein as "Fort Meade LLC" is the same legal entity as the company correctly registered with the State of Florida, identified as "Fort Meade DC, LLC, a Delaware limited liability company," and having FEI number 33-4112087, all as evidenced by the recorded Application By Foreign Limited Liability Company for Authorization to Transact Business in Florida for Fort Meade DC, LLC, filed with the Florida Department of State, Division of Corporations, on October 15, 2025, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

3. **VALIDITY AND EFFECT**. The Board further acknowledges and agrees that the economic development ad valorem tax exemption authorized under Ordinance 25-062 is validly existing and remains in full force and effect.

4. **EFFECTIVE DATE**. This Resolution shall be made effective as of the date of adoption of the Ordinance and shall continue in full force and effect thereafter.

ADOPTED IN REGULAR SESSION DULY ASSEMBLED THIS 18th DAY OF NOVEMBER 2025.

ATTEST:	**BOARD OF COUNTY COMMISSIONERS**
STACY M. BUTTERFIELD, CLERK	**POLK COUNTY, FLORIDA**
By: _____	By: _____
Deputy Clerk	

EXHIBIT "A"

FOREIGN LIMITED LIABILITY COMPANY STATE FILING OF

FORT MEADE DC, LLC

(*attached hereto*)

Florida Department of State

Division of Corporations

M25000014602

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H25000368967 3)))

H25000368967 3ABCD

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)617-6383

From:
Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (614)280-3338
Fax Number : (614)573-3996

RECEIVED
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FLORIDA
TALLAHASSEE, FLORIDA

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2025 OCT 15 AM 9:51

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.
Email Address: laframboise@stonebridge.us.com

Foreign Limited Liability Company

Fort Meade DC, LLC

Certificate of Status	0
Certified Copy	1
Page Count	04
Estimated Charge	$155.00

Electronic Filing Menu Corporate Filing Menu Help

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Fort Meade LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C." or "LLC.")

Fort Meade DC, LLC
(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C." or "LLC.")

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 33-4112087
(FEI number, if applicable)

4. _____
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability.)

5. 7373 Wisconsin Ave, Suite 700
Bethesda, MD 20814
(Street Address of Principal Office)

6. 7373 Wisconsin Ave, Suite 700
Bethesda, MD 20814
(Mailing Address)

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: C T Corporation System

Office Address: 1200 South Pine Island Road

Plantation, Florida 33324
(City) (Zip code)

FILED
2025 OCT 15 AM 9:51

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

C T Corporation System:
By: Sandra Zwijack, Assistant Secretary
(Registered agent's signature)

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8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

Title or Capacity:	Name and Address:	Title or Capacity:	Name and Address:
☒Manager	Name: Douglas Firstenberg	☒Manager	Name: Kent Marquis
☐Member	Address: 7373 Wisconsin Ave, Suite 700	☐Member	Address: 7373 Wisconsin Ave, Suite 700
☐Authorized	Bethesda, MD 20814	☐Authorized	Bethesda, MD 20814
Person		Person	
☐Other	☐Other	☐Other	☐Other
☐Manager	Name:	☐Manager	Name:
☐Member	Address:	☐Member	Address:
☐Authorized		☐Authorized	
Person		Person	
☐Other	☐Other	☐Other	☐Other
☐Manager	Name:	☐Manager	Name:
☐Member	Address:	☐Member	Address:
☐Authorized		☐Authorized	
Person		Person	
☐Other	☐Other	☐Other	☐Other

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Douglas Firstenberg

Signature of an authorized person

Douglas Firstenberg

Typed or printed name of signee

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Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "FORT MEADE LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF OCTOBER, A.D. 2025.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

10130470 8300

SR# 20254234940

Authentication: 205004681

Date: 10-10-25

You may verify this certificate online at corp.delaware.gov/authver.shtml