DeSoto County
Board of County Commissioners
Meeting Agenda

Tuesday, March 24, 2026 **3:00 PM**

CALL TO ORDER

ROLL CALL

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

PUBLIC FORUM FOR NON-AGENDA ITEMS

CONSENT AGENDA-MOTION TO APPROVE

1. **Resolution/Write-Off Delinquent EMS Accounts FY 2024-2025**

   Attachments: Resolution -Write-Off Delinquent EMS Accounts FY 24-25
   DeSoto County Adjustment Report - Bad Debt 10.01.2024 - 09.30.2025
   100124-093025-Referred-Limited
   100124-093025-Recoveries-Limited

2. **Grant Agreement / Wastewater Treatment Plant Effluent Disposal Project/Community Development Block Grant Disaster Recovery.**

   Attachments: MS010-Agreement-READY FOR SIGNATURE

3. **Minutes/BOCC Public Meeting 02-10-2026 and 02-24-2026**

   Attachments: 02-10-2026 BOCC Meeting
   02-24-2026 BOCC Meeting

4. **Suncoast Remake Learning Days Letter of Agreement-Economic Development**

   Attachments: DeSoto County Board of County Commissioners LOA SRLD 2026

5. **Suncoast Remake Learning Days Letter of Agreement-Turner Center**

   Attachments: 2026 SRLD Agreement

6. **Declaration of Surplus Property**

   Attachments: Surplus Declared 3-24-26

7. **Amendment Request/D1489 2023 LAP Funding**

   Attachments: letterhead D1489

PRESENTATIONS

8. **Presentation / Update on the DeSoto County Vulnerability Assessment**

REGULAR BUSINESS

9. **Proclamation/ National Nutrition Month March 2026**

   Attachments: Proclamation - National Nutrition Month 3-2026

10. **Piggyback Agreement / Gainesville Regional Utilities / Commerce Controls, Inc.**

    Attachments: 2026-004PA Commerce Controls

11. **Contract Award / DCR WWTP Expansion - Phase 1 / Poole & Kent Company of Florida**

    Attachments: 25-24-01ITB Contract
    25-24-01ITB Bid Tabulation

12. **Professional Services- Landfill Expansion Zones 6 and 7**

    Attachments: 26-08-00RFQ Contract

13. **Resolution/Budget Amendment Fiscal Year 2025/2026**

    Attachments: Resolution
    Summary and Narrative
    2026-66 SP Projects- Util. Wastewater DCR Project

14. **Resolution/Burn Ban/Drought Emergency expires**

    Attachments: Resolution ending Burn Ban 3-2026

15. **Resolution to amend the Planning and Zoning Division fee schedule**

    Attachments: Resolution with Exhibit A
    Fee Comparison 11x17
    PZ Div Fee Schedule MARKUP 032426v3

PUBLIC HEARING 3PM

16. **Amendment No. 1 to the Third Garbage Franchise Agreement**

    Attachments: AMENDMENT No1

17. **Ordinance / Land Development Regulation Amendment Family Homestead (LDR-0011-2025)**

    Attachments: 2026-02-13 REV Ordinance for PC- revising min acres and ownership

18. **Hearing on an appeal by M. Lewis Hall, III, Trust (APPL-0012-2026) to the BOCC of the Board of Adjustments decision to uphold the Development Director's denial of Hall's application for a certified lot split (CLS-0009-2025)**

    Attachments: Exhibit A-Denial Letter Survey
    Exhibit B-Quit Claim Deed
    Exhibit C-Application with attachments (1)
    Exhibit D-Ordinance 2025-010 (2)
    Exhibit E-ingress egress easement
    Exhibit F-GIS Map of Driveway distance (1)
    Exhibit G-Picture of driveway from Pine Island Rd (1)
    Exhibit H-Engineering Detail D-3A
    Exhibit I-Engineering Detail D-17C
    Exhibit J-Applicant request for Appeal
    Exhibit K-Development Director's Position Statement (Staff Report)
    Exhibit L - BOA Final Written Determination
    Exhibit M - Notice to appeal to BOCC.
    Exhibit N-Publisher's Affidavit
    Exhibit 1- Sec. 20-1728 Road Construction Ord codified
    Exhibit 2a- Sec. 20-1523 Appeal decision of development director to BOA
    Exhibit 2b-Sec. 20-1280 BOA variance
    Exhibit 3a- HAAS Engineer Report
    Exhibit 3b- Lomski Engineer Report
    Exhibit 4- Correspondence 11.17 through 11.18
    Exhibit 5- Survey
    Exhibit 6- Photograph
    LDR Code Provisions for Reference

ADMINISTRATOR'S REPORT

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

RECESS UNTIL 6:30 PM PUBLIC HEARING

QUASI-JUDICIAL PUBLIC HEARING

19. **Ordinance / DCIP Commercial Data Processing Facility rezone (RZNE-0077-2025)**

Attachments: 2026-03-16 DCIP for BOCC SR
Location Map
FLU Map
Wetlands & Conservation Overlay Map
Zoning Map
DCIP revised plan3-3-26
2026-03-16 Ordinance RZNE-0077-2025 DCIP BOCC
Exhibit G Comp Plan Policies

ADJOURNMENT

NOTE: For quasi-judicial matters, any party desiring a verbatim record of the proceeding of this hearing for the purpose of an appeal is advised to make private arrangements for the production of a record and anyone wishing to present documents or other written evidence to the Board must provide eight (8) copies of the written material . If special accommodations are required in accordance with the Americans with Disabilities Act, individuals should contact the County Administrator's Office by calling 863-993-4800 at least 48 hours prior to the hearing.

DeSoto County

3/24/2026

Item #: 1.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Resolution

DEPARTMENT: Public Safety
SUBMITTED BY: **Jamie Howell**
PRESENTED BY: **Chad Jorgensen**

TITLE & DESCRIPTION:
Resolution/Write-Off Delinquent EMS Accounts FY 2024-2025

REQUESTED MOTION:
To adopt a Resolution writing off all uncollected ambulance accounts during fiscal year 2024-2025.

SUMMARY:
Ambulance accounts that have been unable to be collected by the collection agency for fiscal year 2024-2025.

BACKGROUND:
This year, DeSoto County Fire Rescue provided 3,219 billable ambulance transports and collected $1,825,333.74. Uncollectible patient accounts over 120 days old are written off annually and sent to the collection agency, UFMS, Inc., for further collection efforts. The total uncollectible balance for fiscal year 2024-2025 is $543,723.28. UFMS, Inc. collected $34,366.56 in bad debts, leaving $509,356.72 in uncollected bad debts for the fiscal year.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA,

WHEREAS, the Board of County Commissioners of Desoto County, Florida has diligently attempted to collect outstanding invoices, in the amount of $509,356.72 for Emergency Medical Services for the period ending September 30, 2025; and

WHEREAS, having uncollected invoices audited as "anticipated revenues" represents an inaccurate picture of the finances of Desoto County; and

NOW, THEREFORE, **BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

Section 2. That Emergency Medical Services, invoices in the amount of $509,356.72 are hereby declared uncollectible; and

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 24th day of March, 2026

BOARD OF COUNTY COMMISSIONERS
ATTEST: OF DESOTO COUNTY, FLORIDA

By:_____

Mandy Hines
County Administrator

Steve Hickox
Chairman

Approved as to form and legal sufficiency:

Valarie Vicente
County Attorney

Adjustment Report - Carrier & Adj Code Summary

DeSoto County Fire Rescue

Adjustment Dates: From: 10/1/2024, To: 9/30/2025

Carrier / Adjustment Code	Adjustment Code Description	Category	Adjusted Amount
ALL INJURIES LAW FIRM, P.A.			
UT	UNCOLLECTIBLE SENT TO COLLECTIONS	Bad Debt	197.46
Total For: ALL INJURIES LAW FIRM, P.A.			**197.46**
HOMELESS			
UT	UNCOLLECTIBLE SENT TO COLLECTIONS	Bad Debt	47,164.55
Total For: HOMELESS			**47,164.55**
LAW OFFICE OF JAMES D. CARTER JR.			
UT	UNCOLLECTIBLE SENT TO COLLECTIONS	Bad Debt	110.00
Total For: LAW OFFICE OF JAMES D. CARTER JR.			**110.00**
PATIENT PRIVATE PAY PATIENT			
UT	UNCOLLECTIBLE SENT TO COLLECTIONS	Bad Debt	496,251.27
Total For: PATIENT PRIVATE PAY PATIENT			**496,251.27**
Grand Total:			**543,723.28**

Filter Criteria

Adjustment Date From: 10/01/2024
Adjustment Date To: 09/30/2025
AdjustReason: UT

CLIENT#	SERVICE	REFERRED	AGENCY#	FNAME
37428	12/19/2024	06/26/2025	2635315	CARLOS
36739	10/01/2024	03/24/2025	2593108	TIFFANY
35924	06/24/2024	10/18/2024	2523960	ADRIAN
39298	07/18/2025	09/16/2025	2687665	ADRIEAN
37782	01/25/2025	07/16/2025	2648619	SIMON
36201	07/26/2024	12/19/2024	2552288	KELLY
36209	07/27/2024	12/19/2024	2552289	KELLY
36222	07/29/2024	12/19/2024	2552290	KELLY
36282	08/03/2024	12/19/2024	2552291	KELLY
36318	08/08/2024	01/24/2025	2568071	KELLY
36347	08/12/2024	03/24/2025	2593076	KELLY
36444	08/24/2024	03/24/2025	2593077	KELLY
37876	02/02/2025	09/16/2025	2687666	JASON
37339	12/10/2024	05/21/2025	2616940	EDDIE
38529	04/13/2025	09/16/2025	2687667	MARIA
36188	07/24/2024	01/24/2025	2568087	STEPHANIE
38339	03/22/2025	07/16/2025	2648620	JOSE
39187	06/30/2025	09/16/2025	2687668	JUAN
37234	11/29/2024	05/02/2025	2607248	GUARDIAN OF
35796	06/08/2024	11/26/2024	2538367	CINDY
37717	01/17/2025	08/14/2025	2667988	MANUEL
35299	04/15/2024	08/14/2025	2667989	WILLIAM
35939	06/23/2024	11/26/2024	2538386	WILLIAM
36993	11/01/2024	06/26/2025	2635316	WILLIAM
37429	12/20/2024	05/21/2025	2616941	MONICA
37341	12/11/2024	08/14/2025	2667990	MARGIE
36130	07/17/2024	01/24/2025	2568062	JESUS
36245	07/30/2024	01/24/2025	2568065	JOSE
37832	01/28/2025	07/16/2025	2648621	BRANDON
36858	10/15/2024	05/02/2025	2607249	KASANDRA
37388	12/15/2024	03/24/2025	2593071	JOSE SANTOS
37824	01/28/2025	06/26/2025	2635317	HUGO
37879	02/01/2025	06/26/2025	2635318	DENISE
37460	12/20/2024	05/21/2025	2616942	GREGORY
37475	12/26/2024	05/21/2025	2616943	GREGORY
35290	04/13/2024	10/02/2024	2518108	KATHREN
36157	07/21/2024	11/26/2024	2538397	MARTHA
35684	05/27/2024	11/26/2024	2538356	RUTH
37052	11/08/2024	05/02/2025	2607250	RAMIRO A

38109	02/25/2025	08/14/2025	2667991	MANUELA
36358	08/13/2024	02/19/2025	2581029	DEBORAH
35427	04/30/2024	10/18/2024	2523961	JOSEPH
35444	05/02/2024	10/18/2024	2523962	JOSEPH
35555	05/13/2024	10/18/2024	2523963	JOSEPH
35596	05/17/2024	10/18/2024	2523964	JOSEPH
35917	06/21/2024	11/26/2024	2538385	JOSEPH
36898	10/19/2024	03/24/2025	2593072	JOSEPH
37239	11/30/2024	05/02/2025	2607251	JOSEPH
36610	09/13/2024	02/19/2025	2581080	RONALD
38131	02/26/2025	07/16/2025	2648622	CONNIE
35584	05/15/2024	07/16/2025	2648623	HAROLD
36285	08/05/2024	01/24/2025	2568072	LAURA
38516	04/12/2025	07/16/2025	2648624	BRANDON
36932	10/24/2024	09/16/2025	2687669	MARGOT
37060	11/10/2024	05/02/2025	2607252	MARYANN C
36263	08/02/2024	01/24/2025	2568040	CHRISTIAN
35732	05/30/2024	10/18/2024	2523965	ROBERT
34855	02/26/2024	09/16/2025	2687670	NICHOLAS
35310	04/17/2024	11/26/2024	2538346	GREG
36058	07/08/2024	12/19/2024	2552326	MARY
37547	12/30/2024	05/02/2025	2607253	KIM
36596	09/13/2024	11/26/2024	2538402	RODERO
37160	11/21/2024	05/21/2025	2616944	GABRIEL
34982	03/10/2024	03/24/2025	2593043	BRENDA
35799	06/07/2024	11/26/2024	2538368	RICK
35973	06/26/2024	12/19/2024	2552312	SUZANNE
38200	03/05/2025	09/16/2025	2687671	BALDEMAR
37865	01/31/2025	07/16/2025	2648625	ORALIA
37482	12/24/2024	06/26/2025	2635319	ORALIA
37468	12/25/2024	08/14/2025	2667992	JIMMY
36045	07/06/2024	11/26/2024	2538393	JONATHAN
36498	08/31/2024	01/24/2025	2568064	JONATHAN
38420	04/02/2025	06/26/2025	2635320	MARVIN
35960	06/27/2024	12/19/2024	2552267	WILLIE
36714	09/27/2024	05/02/2025	2607254	BARBARA
33986	12/05/2023	09/16/2025	2687672	NOREEN
37962	02/09/2025	07/16/2025	2648626	SAMANTHA
36552	09/07/2024	01/24/2025	2568035	BRILYNN

35230	04/05/2024	10/02/2024	2518126	FELICIA
36795	10/10/2024	03/24/2025	2593061	JAIME
35573	05/15/2024	07/16/2025	2648627	CATHERINE
36445	08/24/2024	01/24/2025	2568056	JASON
37430	12/20/2024	08/14/2025	2667993	GUARDIAN OF
31058	01/18/2023	08/14/2025	2667994	MARY
31423	02/17/2023	08/14/2025	2667995	MARY
36173	07/22/2024	12/19/2024	2552283	HAYLEY
36142	07/18/2024	12/19/2024	2552337	BRENDON
37522	12/28/2024	06/26/2025	2635321	DEBRA
37708	01/16/2025	07/16/2025	2648628	DEBRA
35511	05/09/2024	10/18/2024	2523966	CHARLOTTE
38359	03/25/2025	09/16/2025	2687673	TIM
37315	12/09/2024	05/21/2025	2616945	GUERRY
35392	04/27/2024	10/18/2024	2523967	ANTHONY
37960	02/08/2025	09/16/2025	2687674	RANDY
37739	01/18/2025	07/16/2025	2648629	TYLER
38160	03/02/2025	08/14/2025	2667997	PHILLIP
38308	03/18/2025	08/14/2025	2667996	PHILLIP
35374	04/24/2024	10/18/2024	2523968	FAITH
37305	12/07/2024	09/16/2025	2687675	PATRICIA
38626	04/25/2025	07/16/2025	2648630	BRIDGET
36890	10/20/2024	12/19/2024	2552342	JUDITH
36692	09/25/2024	05/21/2025	2616946	JAMES
36846	10/15/2024	02/19/2025	2581085	TERRY
37591	01/03/2025	06/26/2025	2635322	ROLANDO
30205	10/26/2022	12/19/2024	2552275	SCOTT
36386	08/18/2024	05/21/2025	2616947	SCOTT
31219	01/31/2023	02/19/2025	2581081	ROSS
37296	12/07/2024	03/24/2025	2593058	GUARDIAN OF
38328	03/19/2025	08/14/2025	2668000	CECIL
38504	04/11/2025	08/14/2025	2667998	CECIL
38520	04/13/2025	08/14/2025	2667999	CECIL
38976	06/03/2025	09/16/2025	2687676	CECIL
35465	05/04/2024	10/18/2024	2523969	DAMIAN
36641	09/19/2024	02/19/2025	2581030	DEBORAH
37047	11/07/2024	03/24/2025	2593050	DONYELL
35542	05/12/2024	05/02/2025	2607255	HUGH
37191	11/24/2024	07/16/2025	2648631	HUGH

37583	01/03/2025	06/26/2025	2635323	HUGH
37157	11/20/2024	05/21/2025	2616948	KAMESHA
37370	12/14/2024	05/21/2025	2616985	KATHRTIN
34961	03/07/2024	12/19/2024	2552330	MARK
35911	06/21/2024	11/26/2024	2538384	TASHA
38195	03/04/2025	08/14/2025	2668001	TRAVIS
37834	01/29/2025	09/16/2025	2687677	PETER
38517	04/12/2025	09/16/2025	2687678	BRADLEY
36266	08/01/2024	01/24/2025	2568046	DONALD
38452	04/06/2025	07/16/2025	2648632	ALICIA
36236	07/30/2024	05/02/2025	2607256	DAVID
36974	10/29/2024	05/02/2025	2607257	LEONARD
35514	05/09/2024	10/18/2024	2523970	ROSHAUN
36467	08/28/2024	11/26/2024	2538399	MICHEAL
35662	05/25/2024	10/18/2024	2523971	MARILYN
37965	02/09/2025	08/14/2025	2668002	ALEXANDER
38224	03/07/2025	08/14/2025	2668003	GUARDIAN OF
34484	01/23/2024	10/02/2024	2518162	ABEL
37225	11/28/2024	05/21/2025	2616949	MARIA
37902	02/03/2025	07/16/2025	2648633	DARIUS
38173	03/01/2025	07/16/2025	2648634	SHADARIUS
35884	06/19/2024	11/26/2024	2538380	SONNA
31472	02/25/2023	10/02/2024	2518165	EUGENE
36129	07/15/2024	12/19/2024	2552242	STACY
35385	04/26/2024	10/18/2024	2523972	TYSHAWN
36086	07/11/2024	08/14/2025	2668004	SANDRA
36126	07/16/2024	12/19/2024	2552297	SANDRA
35538	05/11/2024	11/26/2024	2538350	JOSE
34456	01/19/2024	08/14/2025	2668005	MARTHA
36704	09/26/2024	02/19/2025	2581072	MARTHA
36972	10/29/2024	06/26/2025	2635324	YATHZAIRY
38058	02/19/2025	08/14/2025	2668006	MARKEVIEN
38361	03/25/2025	09/16/2025	2687679	MARKEVIEN
37156	11/20/2024	03/24/2025	2593085	NATHAN
35039	03/15/2024	10/02/2024	2518106	ROBERT
34230	12/29/2023	10/18/2024	2523973	GAIL
37404	12/17/2024	05/21/2025	2616950	MIGUEL
36508	09/01/2024	02/19/2025	2581042	EMILY
36494	09/01/2024	05/02/2025	2607258	EMILY

30561	12/02/2022	10/02/2024	2518119	GIOVANI
34307	01/04/2024	07/16/2025	2648635	LINDA
36273	08/03/2024	01/24/2025	2568077	MIGUEL
35022	03/15/2024	07/16/2025	2648637	THOMAS
37254	12/02/2024	07/16/2025	2648636	THOMAS
37423	12/19/2024	06/26/2025	2635325	LORETTA
37054	11/09/2024	05/02/2025	2607259	HEATHER
37372	12/11/2024	05/21/2025	2616951	HEATHER
36595	09/12/2024	11/26/2024	2538401	JEFF
34767	02/17/2024	12/19/2024	2552329	KELSEY
34759	02/17/2024	12/19/2024	2552328	JOANNA
35329	04/18/2024	01/24/2025	2568081	ROBERT
35272	04/11/2024	12/19/2024	2552276	HEATHER
35448	05/02/2024	12/19/2024	2552277	HEATHER
35977	06/29/2024	11/26/2024	2538389	BARBARA
37869	02/01/2025	08/14/2025	2668007	STEPHEN
36329	08/08/2024	10/18/2024	2523974	KEVIN JOSUE
35100	03/23/2024	11/26/2024	2538344	ANGELA
35841	06/14/2024	11/26/2024	2538373	ANGELA
37774	01/24/2025	05/21/2025	2616952	ANGELA
37692	01/13/2025	07/16/2025	2648638	COURTNEY
36049	07/06/2024	12/19/2024	2552306	RONALD
37639	01/08/2025	09/16/2025	2687680	WALTER
36935	10/24/2024	03/24/2025	2593081	MARIE
31738	03/20/2023	11/26/2024	2538335	PAMELA
36930	10/24/2024	05/02/2025	2607260	LUISEN
33101	08/28/2023	05/02/2025	2607261	DONNA
33125	08/29/2023	05/02/2025	2607262	DONNA
33711	11/06/2023	11/26/2024	2538338	DONNA
36125	07/16/2024	08/14/2025	2668009	DONNA
36899	10/19/2024	08/14/2025	2668010	DONNA
37590	12/28/2024	08/14/2025	2668008	DONNA
37561	12/31/2024	08/14/2025	2668011	DONNA
35208	03/31/2024	01/24/2025	2568041	CHRISTOPHER
38209	03/06/2025	08/14/2025	2668012	PEGGY
37534	12/30/2024	06/26/2025	2635326	JULIAN
38469	04/08/2025	09/16/2025	2687681	RUDY
37906	02/03/2025	07/16/2025	2648639	MICHAEL
38468	04/08/2025	09/16/2025	2687682	MAYNOR

36277	08/03/2024	09/16/2025	2687683	DALE
36372	08/16/2024	07/16/2025	2648640	MICHAEL
38163	03/01/2025	08/14/2025	2668013	MICHAEL
37065	11/10/2024	05/02/2025	2607263	JOHN
31709	03/22/2023	11/26/2024	2538334	SARA
36152	07/19/2024	12/19/2024	2552278	VINCENT
36551	09/07/2024	02/19/2025	2581062	JOSEPHINE
36869	10/18/2024	05/02/2025	2607264	JOSEPHINE
36884	10/20/2024	06/26/2025	2635327	JOSEPHINE
37036	11/07/2024	05/21/2025	2616953	SAMUEL
38199	03/04/2025	08/14/2025	2668014	SAMUEL
35474	05/06/2024	10/18/2024	2523975	GLORIA
35561	05/13/2024	10/18/2024	2523976	GLORIA
35244	04/07/2024	10/18/2024	2523977	COLTON
35375	04/23/2024	07/16/2025	2648641	LINDA
37940	02/07/2025	07/16/2025	2648642	AUDRA
37481	12/24/2024	07/16/2025	2648643	JOSEPH
34833	02/24/2024	01/24/2025	2568075	MARY
37715	01/17/2025	07/16/2025	2648644	OSCAR
35050	03/18/2024	10/02/2024	2518105	JEAN
37710	01/15/2025	07/16/2025	2648645	WESLEY
35771	06/04/2024	12/19/2024	2552260	JEREMIAH
35797	06/08/2024	12/19/2024	2552261	JEREMIAH
37435	12/20/2024	05/21/2025	2616954	JOSH
37857	01/31/2025	06/26/2025	2635328	JOSHUA
37959	02/08/2025	07/16/2025	2648646	JOSHUA
37961	02/09/2025	07/16/2025	2648647	JOSHUA
38092	02/22/2025	08/14/2025	2668015	JOSHUA
38033	02/17/2025	08/14/2025	2668016	TRACEY
37294	12/06/2024	05/21/2025	2616955	FELIPE
37763	01/22/2025	07/16/2025	2648648	FELIPE
37894	02/01/2025	07/16/2025	2648649	FELIPE
37537	12/30/2024	06/26/2025	2635329	JOSE
37884	02/02/2025	05/02/2025	2607265	PHILIPE
36702	09/25/2024	05/21/2025	2616956	LUIS
35857	06/15/2024	11/26/2024	2538375	FREDI
36593	09/13/2024	02/19/2025	2581086	THOMAS
36711	09/27/2024	02/19/2025	2581087	THOMAS
36907	10/21/2024	03/24/2025	2593104	THOMAS

37027	11/06/2024	06/26/2025	2635330	RICHARD J
36213	07/28/2024	01/24/2025	2568074	MARIAH
37203	11/25/2024	06/26/2025	2635331	ADAM
35225	04/07/2024	10/18/2024	2523978	LISA
35734	05/30/2024	11/26/2024	2538362	KRISTA
38016	02/15/2025	07/16/2025	2648650	DANTE
36457	08/27/2024	02/19/2025	2581095	YOAN
37593	01/04/2025	07/16/2025	2648651	CELINA
36163	07/22/2024	12/19/2024	2552253	DEVONTE
37269	12/04/2024	06/26/2025	2635332	GLENN
36929	10/23/2024	03/24/2025	2593067	JOANN
37846	01/30/2025	07/16/2025	2648652	LINDA
35589	05/16/2024	10/18/2024	2523979	BOSHA
37808	01/27/2025	06/26/2025	2635333	BOSHA
37301	12/08/2024	05/21/2025	2616957	GERARD
36577	09/11/2024	02/19/2025	2581036	DOUGLAS
36876	10/20/2024	05/02/2025	2607266	KATELYN
38509	04/12/2025	09/16/2025	2687684	BRIAN
35431	05/01/2024	10/18/2024	2523980	RICHARD
36178	07/23/2024	12/19/2024	2552319	JOSHUA
35340	04/19/2024	11/26/2024	2538347	RICHARD
36323	08/09/2024	12/19/2024	2552285	MATTHEW
25122	03/19/2021	08/14/2025	2668017	JOSEPHINE
35783	06/06/2024	11/26/2024	2538366	JOSE
36427	08/23/2024	01/24/2025	2568038	CALVIN
35528	05/10/2024	10/18/2024	2523981	JOHN
34891	03/01/2024	10/02/2024	2518132	RANDEL
35888	06/18/2024	11/26/2024	2538381	GUARDIAN OF
35887	06/19/2024	10/18/2024	2523982	DRAGAN
36953	10/26/2024	05/02/2025	2607267	EARL
36218	07/28/2024	01/24/2025	2568085	SHAWN
37640	01/09/2025	07/16/2025	2648653	SHAWN
37978	02/11/2025	05/02/2025	2607268	AMBER
33577	10/20/2023	05/21/2025	2616958	JOHN
36280	08/02/2024	10/18/2024	2523983	JOHN
36695	09/25/2024	11/26/2024	2538404	JOHN
36888	10/19/2024	12/19/2024	2552341	JOHN
38028	02/16/2025	05/02/2025	2607269	JOHN
38706	05/04/2025	09/16/2025	2687685	JOHN

39022	06/06/2025	08/14/2025	2668018	JOHN
36838	10/14/2024	02/19/2025	2581088	TODD
35393	04/27/2024	10/18/2024	2523984	ALVARO
37146	11/19/2024	05/21/2025	2616959	ROLANDO
37456	12/22/2024	05/21/2025	2616960	BERNARDO
38030	02/16/2025	08/14/2025	2668019	SHELLEY
37614	01/06/2025	07/16/2025	2648654	PATRICIA
37694	01/14/2025	07/16/2025	2648655	PATRICIA
35498	05/08/2024	02/19/2025	2581021	CHARLES
34349	01/08/2024	09/16/2025	2687686	LINDA
35452	05/03/2024	10/18/2024	2523985	DOROTHY
35138	03/27/2024	10/02/2024	2518127	PAUL C.
38544	04/16/2025	09/16/2025	2687687	PAUL C.
36865	10/17/2024	03/24/2025	2593082	MARIE
37504	12/28/2024	05/21/2025	2616961	MARIE
37733	01/18/2025	06/26/2025	2635334	MARIE
35634	05/21/2024	10/18/2024	2523986	NICOLE
36124	07/16/2024	12/19/2024	2552335	NICOLE
38045	02/18/2025	07/16/2025	2648656	WAYNE
36048	07/05/2024	08/14/2025	2668020	JAMES
36286	08/05/2024	09/16/2025	2687688	JAMES
35398	04/27/2024	10/18/2024	2523987	ROBERT
35307	04/16/2024	10/02/2024	2518152	JACKELINE
34371	01/07/2024	05/02/2025	2607270	CAROLINE
36162	07/22/2024	12/19/2024	2552316	RUSSEL
35476	05/06/2024	10/18/2024	2523988	ANTHONY
38353	03/24/2025	08/14/2025	2668021	MICHAEL
35436	05/02/2024	10/18/2024	2523989	ROBERT
35107	03/25/2024	02/19/2025	2581078	PATRICK
37307	11/17/2024	05/02/2025	2607271	FLOYD L
36998	11/02/2024	05/02/2025	2607272	JASON
38383	03/28/2025	09/16/2025	2687689	GUARDIAN OF
35816	06/11/2024	07/16/2025	2648657	STANLEY
36877	10/20/2024	03/24/2025	2593100	SHARI
37864	01/31/2025	08/14/2025	2668022	CAROLYN
35314	04/17/2024	10/18/2024	2523990	MARY
38477	04/09/2025	07/16/2025	2648658	BONNIE
39104	06/18/2025	09/16/2025	2687690	BONNIE
37771	01/23/2025	08/14/2025	2668023	LILLIAN

36902	10/20/2024	05/02/2025	2607273	RODOLFO
35382	04/25/2024	10/18/2024	2523991	MARCOS
37765	01/23/2025	08/14/2025	2668024	JEFFREY
38148	02/27/2025	08/14/2025	2668025	GUARDIAN OF
33714	11/06/2023	12/19/2024	2552259	JUAN
37021	11/05/2024	01/24/2025	2568045	DILLON
35060	03/19/2024	01/24/2025	2568047	DONALD
36057	07/08/2024	01/24/2025	2568048	DONALD
36522	09/03/2024	01/24/2025	2568049	DONALD
36539	09/05/2024	01/24/2025	2568050	DONALD
36569	09/09/2024	02/19/2025	2581033	DONALD
36608	09/13/2024	02/19/2025	2581032	DONALD
36712	09/27/2024	02/19/2025	2581034	DONALD
38476	04/09/2025	09/16/2025	2687691	LATARRA
35168	03/31/2024	10/18/2024	2523992	YVES
35467	05/04/2024	12/19/2024	2552281	DANIEL
36533	09/04/2024	02/19/2025	2581050	GUARDIAN OF
36278	08/03/2024	01/24/2025	2568051	DUSTIN
37950	02/08/2025	07/16/2025	2648659	JEANETTE
36063	07/07/2024	12/19/2024	2552247	KATHERINE
36135	07/17/2024	12/19/2024	2552248	KATHERINE
36579	09/11/2024	02/19/2025	2581064	KATHERINE
37541	12/30/2024	06/26/2025	2635335	KATHERINE
37784	01/25/2025	06/26/2025	2635336	KATHERINE
37582	01/03/2025	05/21/2025	2616962	LARRY
38511	04/13/2025	08/14/2025	2668026	LARRY
37175	11/23/2024	05/21/2025	2616963	EVONE
38059	02/17/2025	08/14/2025	2668027	OLGA
36545	09/06/2024	02/19/2025	2581059	JOAN
35725	05/30/2024	11/26/2024	2538361	HERBERT
36219	07/27/2024	06/26/2025	2635337	MARCO
31286	02/06/2023	12/19/2024	2552301	KATHRYN
36260	08/01/2024	01/24/2025	2568079	REBECCA
38386	03/28/2025	09/16/2025	2687692	LORRA
35159	03/29/2024	07/16/2025	2648660	SANDRA
36452	08/26/2024	09/16/2025	2687693	SANDRA
35121	03/26/2024	10/02/2024	2518122	NORMA
35669	05/24/2024	10/18/2024	2523993	NORMA
34639	02/06/2024	10/02/2024	2518123	FRED

35549	05/11/2024	10/18/2024	2523994	FRED
36939	10/25/2024	03/24/2025	2593053	FRED
37539	12/30/2024	05/21/2025	2616964	FRED
37565	01/01/2025	05/21/2025	2616965	FRED
37155	11/20/2024	06/26/2025	2635338	CAROLINE
36982	10/30/2024	01/24/2025	2568042	DANIEL
37006	11/02/2024	05/21/2025	2616966	DANNY
35480	05/06/2024	10/18/2024	2523995	CHERYL
35826	06/12/2024	10/18/2024	2523996	CHERYL
36363	08/15/2024	12/19/2024	2552311	CHERYL
37123	11/17/2024	05/02/2025	2607274	DAVID
34626	02/05/2024	10/18/2024	2523997	JOSEPH
36052	07/06/2024	08/14/2025	2668028	HERSHEL
36418	08/21/2024	06/26/2025	2635339	JESSE
31445	02/21/2023	12/19/2024	2552320	ROBERT
32316	05/29/2023	03/24/2025	2593093	ROBERT
35711	05/28/2024	11/26/2024	2538359	DALE
38132	02/26/2025	08/14/2025	2668029	EDDY
37623	01/05/2025	08/14/2025	2668030	WILLIAM
37699	01/15/2025	07/16/2025	2648661	ALBERT
36792	10/10/2024	03/24/2025	2593099	SHAREKA
38215	03/07/2025	07/16/2025	2648662	GUARDIAN OF
38780	05/12/2025	09/16/2025	2687694	MARIANO
37304	12/07/2024	02/19/2025	2581044	FELIX
37546	12/30/2024	03/24/2025	2593052	FELIX
37151	11/20/2024	05/21/2025	2616967	REBECCA
35414	04/29/2024	05/02/2025	2607275	SHELLY
35403	04/27/2024	10/18/2024	2523998	JOCELIN
37393	12/15/2024	05/02/2025	2607276	EMILSAR
36690	09/17/2024	03/24/2025	2593069	JOSE
38449	04/06/2025	09/16/2025	2687695	LEVI
35501	05/08/2024	10/18/2024	2523999	MARGARET
35919	06/23/2024	10/18/2024	2524000	MATTHEW
35364	04/20/2024	10/18/2024	2524001	MELISSA
35322	04/17/2024	06/26/2025	2635340	KENNETH
35705	05/29/2024	11/26/2024	2538358	BRENT
36818	10/10/2024	03/24/2025	2593044	BRENT
37109	11/14/2024	05/21/2025	2616968	BRENT
36439	08/24/2024	05/21/2025	2616969	PATRICIA

34353	01/09/2024	09/16/2025	2687696	JESSE
36471	08/28/2024	03/24/2025	2593065	JESSE
36485	08/30/2024	02/19/2025	2581054	ISAIAH
38306	03/17/2025	09/16/2025	2687697	ISAIAH
37369	12/14/2024	05/21/2025	2616970	JASON
36216	07/28/2024	07/16/2025	2648663	LETECIA
36140	07/17/2024	12/19/2024	2552295	WALTER
36382	08/18/2024	02/19/2025	2581071	MARIO
36685	09/24/2024	07/16/2025	2648664	GUARDIAN OF
36257	08/02/2024	05/02/2025	2607279	CHRISTOPHER
36284	08/04/2024	05/02/2025	2607280	CHRISTOPHER
36619	09/15/2024	05/02/2025	2607277	CHRISTOPHER
36621	09/16/2024	05/02/2025	2607278	CHRISTOPHER
30830	12/25/2022	10/02/2024	2518110	DANIEL
36271	08/04/2024	01/24/2025	2568036	BRUNO SR
33475	10/10/2023	10/02/2024	2518153	MONALISA
36561	09/08/2024	02/19/2025	2581077	MONALISA
36699	09/25/2024	03/24/2025	2593097	RODOLFO
38364	03/25/2025	09/16/2025	2687698	XAVIER
36903	10/21/2024	05/02/2025	2607281	MELANIE
38158	03/02/2025	05/21/2025	2616971	URIEL
37507	12/28/2024	06/26/2025	2635341	JUAN
36259	08/01/2024	01/24/2025	2568066	JUAN PABLO
35228	04/06/2024	10/02/2024	2518140	URIEL
36663	09/22/2024	12/19/2024	2552250	JOSHUAH
36031	07/06/2024	11/26/2024	2538392	ANDREW
36117	07/15/2024	12/19/2024	2552249	CHRISTINE
38069	02/21/2025	05/21/2025	2616974	CHARLIE JR
37451	12/22/2024	05/21/2025	2616973	NANCY
37476	12/24/2024	05/21/2025	2616972	NANCY
35394	04/27/2024	08/14/2025	2668032	BURTON
36359	08/12/2024	01/24/2025	2568037	BURTON
36798	10/09/2024	07/16/2025	2648666	LINDA
37320	12/09/2024	07/16/2025	2648665	LINDA
35606	05/16/2024	11/26/2024	2538351	GEORGIA
36740	10/01/2024	03/24/2025	2593079	LAURA
37619	01/06/2025	09/16/2025	2687699	NANCY
37683	01/13/2025	09/16/2025	2687700	NANCY
35953	06/25/2024	12/19/2024	2552258	MARIA

37813	01/21/2025	08/14/2025	2668033	BELINDA
38770	05/10/2025	08/14/2025	2668031	IMELDA
36077	07/10/2024	12/19/2024	2552308	MICHELLE
36963	10/28/2024	05/02/2025	2607283	LAURA
37064	11/10/2024	05/02/2025	2607282	LAURA
36187	07/25/2024	01/24/2025	2568034	BRIDGETT
35834	06/13/2024	12/19/2024	2552240	FRANCES
36183	07/24/2024	12/19/2024	2552241	FRANCES
36437	08/23/2024	01/24/2025	2568052	FRANCES
36783	10/08/2024	07/16/2025	2648668	FRANCES
37097	11/13/2024	07/16/2025	2648667	FRANCES
34304	01/03/2024	09/16/2025	2687701	RAYMOND
34437	01/17/2024	09/16/2025	2687702	RAYMOND
38252	03/12/2025	08/14/2025	2668034	RAYMOND
36496	09/01/2024	02/19/2025	2581093	WILBUR R
37228	11/28/2024	05/21/2025	2616975	WILBUR R
39325	07/21/2025	09/16/2025	2687703	KRISTEN
36258	08/02/2024	01/24/2025	2568069	KAITLYN
36379	08/17/2024	05/21/2025	2616976	CORDIE
38408	03/31/2025	06/26/2025	2635342	UNKNOWN
35284	04/13/2024	10/02/2024	2518112	CHARLES
24906	02/22/2021	10/02/2024	2518137	TRACE
38415	04/01/2025	09/16/2025	2687704	JOSHUA
36958	10/27/2024	05/02/2025	2607284	WALTER
37033	11/07/2024	05/02/2025	2607285	WALTER
37559	01/01/2025	06/26/2025	2635343	WALTER
36770	10/06/2024	09/16/2025	2687705	JOHN
37526	12/29/2024	06/26/2025	2635344	MELISSA
37573	01/02/2025	05/21/2025	2616977	MELISSA
37366	12/14/2024	07/16/2025	2648669	JEFFREY
38709	05/04/2025	07/16/2025	2648670	MARCELLOUS
36927	10/23/2024	12/19/2024	2552343	ERIC
37868	02/02/2025	07/16/2025	2648671	SCOTT
38756	05/08/2025	09/16/2025	2687706	DANAE
37937	02/06/2025	06/26/2025	2635345	FRANCES
38032	02/16/2025	07/16/2025	2648672	FRANCES
38542	04/15/2025	09/16/2025	2687707	FRANCES
38619	04/24/2025	09/16/2025	2687708	PHILLIP
35495	05/08/2024	10/18/2024	2524002	KIMBERLY

35552	05/12/2024	10/18/2024	2524003	KIMBERLY
36945	10/25/2024	07/16/2025	2648673	KIMBERLY
35354	04/21/2024	10/02/2024	2518169	JUAN
38134	02/26/2025	07/16/2025	2648674	NANCY
37671	01/11/2025	07/16/2025	2648675	CLAUDIO
36412	08/21/2024	02/19/2025	2581027	DANIEL
36469	08/28/2024	12/19/2024	2552338	DANIEL
37470	12/25/2024	06/26/2025	2635346	WILFRIDO
34196	12/25/2023	10/18/2024	2524004	KEILLY
37210	11/27/2024	05/21/2025	2616978	RICARDO
38572	04/19/2025	09/16/2025	2687709	DANIEL
34708	02/13/2024	01/24/2025	2568084	RODNEY
37903	02/03/2025	06/26/2025	2635347	ROBERT
34985	03/11/2024	09/16/2025	2687710	MARCIA L
36351	08/13/2024	07/16/2025	2648676	GLENDON JR
37143	11/19/2024	05/21/2025	2616979	ISIDORO
32498	06/14/2023	02/19/2025	2581090	VICTORIA
37286	12/05/2024	06/26/2025	2635348	RONALD
37100	11/13/2024	05/02/2025	2607286	SAM
35274	04/12/2024	03/24/2025	2593102	STEVEN
35306	04/17/2024	10/02/2024	2518138	JAMES
36067	07/09/2024	12/19/2024	2552333	JAMES
38384	03/28/2025	08/14/2025	2668035	KRISTIN
38530	04/14/2025	09/16/2025	2687711	KRISTIN
35479	05/06/2024	10/18/2024	2524005	JERRY
35963	06/27/2024	11/26/2024	2538387	JERRY
36431	08/23/2024	01/24/2025	2568061	JERRY
36760	10/04/2024	02/19/2025	2581057	JERRY
34655	02/07/2024	10/02/2024	2518121	BETTY
36831	10/14/2024	03/24/2025	2593041	BETTY
37038	11/07/2024	05/02/2025	2607287	BETTY
35608	05/18/2024	10/18/2024	2524006	ROSA
38657	04/26/2025	09/16/2025	2687712	ROSA
35875	06/18/2024	09/16/2025	2687713	VERNON
34793	02/20/2024	12/19/2024	2552322	WILLIAM
38425	04/03/2025	09/16/2025	2687714	WILLIAM
34997	03/12/2024	06/26/2025	2635349	DOROTHY
36250	08/01/2024	03/24/2025	2593090	RASHED
38238	03/10/2025	08/14/2025	2668036	CARRIE

34929	03/04/2024	05/21/2025	2616980	OMAR
35242	04/06/2024	07/16/2025	2648677	ALAN
36710	09/27/2024	05/21/2025	2616981	ALAN
38400	03/29/2025	09/16/2025	2687715	REGINALD
37333	12/11/2024	06/26/2025	2635350	COLM
37866	01/31/2025	08/14/2025	2668037	LENY
38742	05/06/2025	08/14/2025	2668038	DEBRA
36954	10/26/2024	05/02/2025	2607288	GUARDIAN OF
36150	07/19/2024	12/19/2024	2552309	ERIN
31398	02/16/2023	10/02/2024	2518163	PAMELA
36722	09/28/2024	02/19/2025	2581022	CHRISTOPHER
38453	04/06/2025	09/16/2025	2687716	ROBERT
37353	12/13/2024	07/16/2025	2648678	HAROLD
37049	11/08/2024	08/14/2025	2668039	ODELL
38285	03/15/2025	09/16/2025	2687717	ODELL
37442	12/22/2024	06/26/2025	2635351	THOMAS
35249	04/08/2024	05/02/2025	2607289	GUARDIAN OF
35936	06/22/2024	12/19/2024	2552243	GUARDIAN OF
35937	06/23/2024	12/19/2024	2552331	GUARDIAN OF
38116	02/25/2025	09/16/2025	2687718	HENRY
35454	05/03/2024	07/16/2025	2648679	KAREN
36212	07/27/2024	05/21/2025	2617051	ADAM
36217	07/27/2024	05/02/2025	2607290	KRYSTAL
37166	11/22/2024	03/24/2025	2593059	GUARDIAN OF
36425	08/21/2024	06/26/2025	2635352	MARIE
36139	07/18/2024	12/19/2024	2552336	MARIE LOURDES
37141	11/19/2024	05/02/2025	2607291	NATALIE
37841	01/30/2025	07/16/2025	2648680	WYNNETTE
38335	03/22/2025	08/14/2025	2668040	TYLOR
37487	12/26/2024	06/26/2025	2635353	GUARDIAN OF
37502	12/28/2024	06/26/2025	2635354	GUARDIAN OF
37426	12/19/2024	06/26/2025	2635355	DARIUS
36706	09/26/2024	03/24/2025	2593089	RANULFO
37009	11/04/2024	05/02/2025	2607292	GUARDIAN OF
37180	11/24/2024	05/21/2025	2616982	GUARDIAN OF
34104	11/20/2023	10/02/2024	2518124	ANITA
35517	05/10/2024	10/02/2024	2518116	BILLY
36868	10/18/2024	03/24/2025	2593042	BILLY
37147	11/19/2024	05/02/2025	2607293	BILLY

36095	07/12/2024	08/14/2025	2668041	JOHN
37181	11/23/2024	05/21/2025	2616983	LARRY
36536	09/04/2024	01/24/2025	2568076	MARY
37907	02/03/2025	07/16/2025	2648681	MARY
37594	01/04/2025	07/16/2025	2648682	MICHAEL
38021	02/15/2025	07/16/2025	2648683	MICHAEL
35965	06/26/2024	11/26/2024	2538388	VICKY
36272	08/04/2024	01/24/2025	2568100	WANDA
36430	08/23/2024	02/19/2025	2581091	WANDA
36535	09/04/2024	02/19/2025	2581092	WANDA
37736	01/17/2025	07/16/2025	2648684	WANDA
37769	01/22/2025	08/14/2025	2668042	WILLIE
38597	04/22/2025	09/16/2025	2687719	MELISSA
37209	11/25/2024	05/02/2025	2607294	BONNIE
38104	02/25/2025	07/16/2025	2648685	CALVIN
35487	05/06/2024	10/18/2024	2524007	JAMAR
37843	01/30/2025	07/16/2025	2648686	JEREMY
36153	07/20/2024	10/18/2024	2524008	KAMRON
34414	01/14/2024	10/18/2024	2524009	ROBERT
35568	05/15/2024	10/18/2024	2524010	SHAMIKA
36131	07/16/2024	12/19/2024	2552310	YOLANDA
38474	04/08/2025	09/16/2025	2687720	WILLIAM
37723	01/19/2025	07/16/2025	2648687	GUARDIAN OF
37921	02/05/2025	07/16/2025	2648688	GUARDIAN OF
37839	01/30/2025	07/16/2025	2648689	GUARDIAN OF
35155	03/28/2024	10/02/2024	2518168	PATRICIA
34535	01/28/2024	07/16/2025	2648690	JINNIE
37656	01/10/2025	07/16/2025	2648691	GUARDIAN OF
37252	12/02/2024	05/21/2025	2616984	GUARDIAN OF
38261	03/13/2025	09/16/2025	2687721	SHAWN
37979	02/10/2025	07/16/2025	2648692	MAYRA
35955	06/26/2024	07/16/2025	2648693	JOSEPH
37795	01/26/2025	07/16/2025	2648694	JOSEPH
36349	08/13/2024	10/18/2024	2524011	WESLEY
37929	02/06/2025	08/14/2025	2668043	JAMES
37988	02/12/2025	09/16/2025	2687722	GERALDINE
37486	12/24/2024	07/16/2025	2648695	ELSWORTH
36812	10/11/2024	05/02/2025	2607295	ROBERT P
34799	02/20/2024	03/24/2025	2593101	SHEILA

34313	01/02/2024	10/18/2024	2524012	LOGAN
35241	04/05/2024	10/02/2024	2518145	GUARDIAN OF
35088	03/22/2024	09/16/2025	2687723	HELEN
38282	03/15/2025	08/14/2025	2668044	HELEN
34784	02/18/2024	10/02/2024	2518139	DANA
35761	06/02/2024	11/26/2024	2538365	CYNTHIA
37268	12/04/2024	05/02/2025	2607296	BARBARA
34875	02/27/2024	10/18/2024	2524013	JAMES
38051	02/18/2025	09/16/2025	2687724	JOHN
38480	04/09/2025	09/16/2025	2687725	VENSON
38493	04/10/2025	09/16/2025	2687726	CLINT
38343	03/22/2025	07/16/2025	2648696	DONALD
35737	06/01/2024	11/26/2024	2538363	SHERYL
38053	02/19/2025	08/14/2025	2668045	SHERYL
38247	03/12/2025	08/14/2025	2668046	SHERYL
38417	04/01/2025	08/14/2025	2668047	SHERYL
38503	04/10/2025	09/16/2025	2687727	SHERYL
27514	12/27/2021	05/02/2025	2607297	DARLENE
35805	06/09/2024	11/26/2024	2538371	JOHN
37438	12/20/2024	05/21/2025	2616986	JENNIFER
38392	03/29/2025	07/16/2025	2648697	JENNIFER
37242	11/30/2024	02/19/2025	2581017	ALBERT
36066	07/08/2024	12/19/2024	2552262	LORI
36581	09/11/2024	02/19/2025	2581067	LORI
36364	08/15/2024	01/24/2025	2568089	STEVE
37768	01/23/2025	08/14/2025	2668048	STEVE
34179	12/24/2023	09/16/2025	2687729	RICHARD
34312	01/05/2024	09/16/2025	2687728	RICHARD
35447	05/03/2024	10/02/2024	2518115	RICHARD
35863	06/16/2024	11/26/2024	2538376	PATRICIA
37517	12/28/2024	05/21/2025	2616987	JACOB
36414	08/21/2024	02/19/2025	2581051	GUARDIAN OF
35342	04/19/2024	01/24/2025	2568094	TUAN
35766	06/03/2024	01/24/2025	2568095	TUAN
35798	06/09/2024	01/24/2025	2568096	TUAN
35832	06/13/2024	01/24/2025	2568097	TUAN
35866	06/17/2024	01/24/2025	2568098	TUAN
36377	08/16/2024	02/19/2025	2581089	TUAN
36295	08/06/2024	12/19/2024	2552239	JOSE

37050	11/08/2024	05/02/2025	2607298	ILEEN
34506	01/25/2024	07/16/2025	2648698	LESLIE
38087	02/22/2025	07/16/2025	2648699	SHARON
37766	01/22/2025	07/16/2025	2648700	JUAN
34659	02/08/2024	03/24/2025	2593049	DONALD
35719	05/29/2024	07/16/2025	2648701	THOMAS
31908	04/09/2023	11/26/2024	2538336	ASHLEIGH
35776	06/05/2024	10/18/2024	2524014	BETTY
37105	11/15/2024	05/21/2025	2616988	ADOLFO
35724	05/30/2024	11/26/2024	2538360	GILBERTO
37217	11/28/2024	05/21/2025	2616989	JAVIER
36908	10/21/2024	05/02/2025	2607299	JOSE
38412	03/30/2025	09/16/2025	2687730	MARIANO
35071	03/20/2024	10/02/2024	2518141	NICANDRO
38447	04/05/2025	09/16/2025	2687731	LUIS
36701	09/25/2024	03/24/2025	2593046	CIPRIANO
38265	03/13/2025	08/14/2025	2668049	JESUS
35671	05/24/2024	11/26/2024	2538355	PETRA
38896	05/27/2025	09/16/2025	2687732	RODRIGUEZ
35692	05/28/2024	10/02/2024	2518146	MARY
33160	09/02/2023	10/18/2024	2524015	THERESA
35881	06/19/2024	11/26/2024	2538379	MIKE
35918	06/22/2024	02/19/2025	2581066	LILLIAN
35890	06/18/2024	11/26/2024	2538382	ALICE
35106	03/24/2024	10/02/2024	2518154	DELAZSIA
37791	01/25/2025	07/16/2025	2648702	GUARDIAN OF
37647	01/09/2025	06/26/2025	2635356	ELIZABETH
35410	04/29/2024	10/02/2024	2518114	CLENESHA
38294	03/17/2025	08/14/2025	2668050	MARY
36875	10/20/2024	03/24/2025	2593074	JOYCE
37355	12/13/2024	06/26/2025	2635357	JOYCE
37458	12/23/2024	05/21/2025	2616990	NATALIA
37075	11/11/2024	01/24/2025	2568044	DIAMOND
36674	09/23/2024	05/02/2025	2607300	CRYSTAL
35435	05/02/2024	10/18/2024	2524016	THADDEUS
34628	01/07/2024	12/19/2024	2552327	OLIVIA
36815	10/11/2024	03/24/2025	2593045	CHRISTINA
36893	10/18/2024	05/02/2025	2607301	CHRISTINA
36151	07/20/2024	12/19/2024	2552315	MARCUS

37812	01/27/2025	09/16/2025	2687733	DORA
37848	01/29/2025	09/16/2025	2687734	DORA
37825	01/28/2025	06/26/2025	2635358	GUARDIAN OF
34756	02/17/2024	05/02/2025	2607302	DANIXA
35150	03/27/2024	10/02/2024	2518118	PAMELA
38189	03/02/2025	09/16/2025	2687735	PAMELA
38995	06/05/2025	08/14/2025	2668051	PAMELA
35533	05/11/2024	03/24/2025	2593092	RAY
37014	11/03/2024	05/02/2025	2607303	RAY
38502	04/10/2025	08/14/2025	2668052	RAY
36828	10/13/2024	05/02/2025	2607304	FELIX
38216	03/07/2025	08/14/2025	2668053	JOSE
36590	09/12/2024	02/19/2025	2581096	YURIDIA
35920	06/22/2024	02/19/2025	2581025	CYNTHIA
37044	11/07/2024	05/02/2025	2607305	MANNY
37945	02/07/2025	08/14/2025	2668054	ELIAS
35181	04/01/2024	10/02/2024	2518128	THELMA
35222	04/05/2024	10/02/2024	2518129	THELMA
35373	04/23/2024	10/02/2024	2518130	THELMA
35469	05/05/2024	10/18/2024	2524017	THELMA
36650	09/20/2024	05/21/2025	2616992	THELMA
37236	11/30/2024	05/21/2025	2616991	THELMA
38179	03/02/2025	07/16/2025	2648703	KIM
34088	12/15/2023	10/02/2024	2518134	JERRON
35743	05/31/2024	02/19/2025	2581094	WILDA
37896	02/03/2025	06/26/2025	2635359	MARTIN
37400	12/15/2024	05/21/2025	2616993	JEFFREY
34530	01/28/2024	12/19/2024	2552269	MARLIN
38037	02/17/2025	09/16/2025	2687736	EARL
35893	06/20/2024	11/26/2024	2538383	VERNA
37024	11/06/2024	07/16/2025	2648704	KENNETH
35368	04/23/2024	10/18/2024	2524018	JASON
35413	04/28/2024	10/18/2024	2524019	JASON
38015	02/15/2025	07/16/2025	2648705	KEVIN
35931	06/23/2024	12/19/2024	2552313	JOHN D
36033	07/05/2024	12/19/2024	2552245	RICHARD
36313	08/08/2024	02/19/2025	2581035	DONALD
35040	03/16/2024	05/21/2025	2616994	WILLIAM
35036	03/16/2024	12/19/2024	2552284	RITA

37344	12/12/2024	05/21/2025	2616995	PATRICK
35731	05/30/2024	10/18/2024	2524020	REUBEN
35386	04/26/2024	10/02/2024	2518133	DARLEEN
37728	01/19/2025	09/16/2025	2687737	TERRI
36836	10/14/2024	03/24/2025	2593087	PAUL
38499	04/10/2025	09/16/2025	2687738	PAUL
36378	08/17/2024	10/18/2024	2524021	MARIO
36677	09/22/2024	11/26/2024	2538403	ADOLFO
35458	05/04/2024	11/26/2024	2538349	CYNTHIA
38390	03/28/2025	09/16/2025	2687739	DIGNA
36388	08/18/2024	02/19/2025	2581083	SEBASTIAN
36780	10/08/2024	03/24/2025	2593048	DARIO
35907	06/21/2024	12/19/2024	2552286	STEPHEN
34714	02/14/2024	11/26/2024	2538339	STANLEY
36221	07/29/2024	01/24/2025	2568086	STANLEY
34896	03/02/2024	11/26/2024	2538341	ALTAGRACIA
35954	06/26/2024	12/19/2024	2552273	MICHAEL
35240	04/07/2024	10/02/2024	2518167	COREY
28300	03/18/2022	01/24/2025	2568092	TIA M
37928	02/06/2025	07/16/2025	2648706	MONTE
37801	01/26/2025	07/16/2025	2648707	SAMUEL
38019	02/15/2025	07/16/2025	2648708	SAMUEL
38258	03/13/2025	09/16/2025	2687740	TELLY
37321	12/09/2024	03/24/2025	2593066	JIMI
38558	04/17/2025	09/16/2025	2687741	ZULEMA
38654	04/27/2025	09/16/2025	2687742	ZULEMA
35091	03/22/2024	10/02/2024	2518155	SANDRA
35442	05/02/2024	10/02/2024	2518164	FAUSTINO
36738	10/01/2024	03/24/2025	2593063	JENNIFER
35699	05/28/2024	07/16/2025	2648709	TAKI
35023	03/15/2024	05/02/2025	2607306	LUIS
36100	07/13/2024	12/19/2024	2552300	PAMELA
37389	12/16/2024	05/21/2025	2616996	PAMELA
38096	02/24/2025	07/16/2025	2648710	PAMELA
35646	05/22/2024	11/26/2024	2538352	OLGA I
37563	01/01/2025	05/02/2025	2607307	LUIS
37381	12/15/2024	05/21/2025	2616997	EDISON
35464	05/04/2024	10/18/2024	2524022	RAFAEL
36207	07/26/2024	01/24/2025	2568068	JULIO

38305	03/17/2025	08/14/2025	2668055	JOHN
38370	03/26/2025	08/14/2025	2668056	JOHN
37729	01/19/2025	05/21/2025	2616998	CHRISTOPHER
35362	04/20/2024	10/18/2024	2524023	ANGELIQUE
35417	04/29/2024	10/18/2024	2524024	ANGELIQUE
37247	12/01/2024	05/21/2025	2616999	FAUSTINO
34221	12/28/2023	09/16/2025	2687743	INA
35974	06/28/2024	12/19/2024	2552302	INA
37149	11/19/2024	05/02/2025	2607308	INA
37240	11/30/2024	05/21/2025	2617001	INA
37432	12/20/2024	05/21/2025	2617000	INA
38609	04/23/2025	09/16/2025	2687744	TERESA
35092	03/22/2024	02/19/2025	2581056	JANEEN
35197	04/02/2024	02/19/2025	2581061	JOHN
35654	05/24/2024	02/19/2025	2581060	JOHN
38382	03/27/2025	08/14/2025	2668057	JOHN
31510	03/01/2023	12/19/2024	2552279	KURTIS
35486	04/30/2024	10/18/2024	2524025	JEREMY
35269	04/11/2024	12/19/2024	2552324	WILLIAM
37012	11/03/2024	06/26/2025	2635360	SADIE
34882	02/29/2024	11/26/2024	2538340	BRIAN
35999	07/02/2024	12/19/2024	2552332	BRIAN
36011	07/03/2024	11/26/2024	2538390	BRIAN
37745	01/20/2025	08/14/2025	2668058	BRIAN
35472	05/06/2024	12/19/2024	2552272	CONSTANCE
36267	08/02/2024	05/21/2025	2617002	WILLIAM
36292	08/06/2024	05/21/2025	2617003	WILLIAM
38146	02/27/2025	09/16/2025	2687745	MICHAEL
38463	04/07/2025	08/14/2025	2668059	LINDA
24881	02/19/2021	10/02/2024	2518160	HAMSAD
38635	04/25/2025	09/16/2025	2687746	REBA
36076	07/10/2024	12/19/2024	2552317	CHRISTOPHER
36566	09/09/2024	02/19/2025	2581023	CHRISTOPHER
37942	02/05/2025	07/16/2025	2648711	PATRICIA
38076	02/21/2025	08/14/2025	2668060	SAN JUANA
34390	01/13/2024	07/16/2025	2648712	CHERYL
37625	01/07/2025	06/26/2025	2635361	ALEXANDER
36360	08/14/2024	01/24/2025	2568083	ROBERTO
36752	10/03/2024	03/24/2025	2593068	JOHN

37089	11/12/2024	05/02/2025	2607309	MICHAEL
38395	03/29/2025	09/16/2025	2687747	CHERYLYNN
36300	08/05/2024	08/14/2025	2668061	GLORIA
36944	10/25/2024	03/24/2025	2593055	GLORIA
37070	11/08/2024	05/02/2025	2607311	GLORIA
37139	11/17/2024	05/02/2025	2607310	GLORIA
34517	01/26/2024	09/16/2025	2687748	KARL
38808	05/15/2025	09/16/2025	2687749	RODRIGO
37159	11/21/2024	05/21/2025	2617004	XIMENA
37436	12/21/2024	07/16/2025	2648713	JESUS ALBERTO
36269	08/02/2024	01/24/2025	2568055	JANICE
36801	10/10/2024	02/19/2025	2581028	DAVID
37229	11/28/2024	05/02/2025	2607312	DAVID
35421	04/30/2024	10/02/2024	2518147	ED
38473	04/07/2025	09/16/2025	2687750	GERALD
36745	10/02/2024	02/19/2025	2581045	FLORIENNE
37134	11/18/2024	05/21/2025	2617005	ROD JR
37046	11/08/2024	05/02/2025	2607313	DESTINY
36526	09/04/2024	02/19/2025	2581020	BRYCE
37092	11/12/2024	05/02/2025	2607314	JESUS
35173	03/31/2024	10/18/2024	2524026	SUSANA
34740	02/14/2024	10/02/2024	2518109	PATRICIA
34832	02/24/2024	12/19/2024	2552244	CHASE
37751	01/20/2025	07/16/2025	2648714	JULIE
35846	06/14/2024	08/14/2025	2668062	VONDA
35862	06/16/2024	08/14/2025	2668063	VONDA
36073	07/09/2024	12/19/2024	2552282	LARRY
33922	11/30/2023	09/16/2025	2687752	CONSUELO
35213	04/04/2024	09/16/2025	2687751	CONSUELO
36742	10/01/2024	02/19/2025	2581024	CONSUELO
37323	12/10/2024	05/21/2025	2617006	CONSUELO
36656	09/21/2024	02/19/2025	2581055	JAMES
38297	03/17/2025	08/14/2025	2668064	JAMES
37914	02/04/2025	08/14/2025	2668065	WADE
37804	01/27/2025	08/14/2025	2668066	ROGER
38307	03/18/2025	08/14/2025	2668067	KYLE
38337	03/22/2025	08/14/2025	2668068	PABLO
35991	07/01/2024	12/19/2024	2552268	LUZ
35650	05/23/2024	10/02/2024	2518142	ROSA

37267	12/03/2024	03/24/2025	2593098	ROSA
38244	03/10/2025	08/14/2025	2668069	GRACIANO
35840	06/14/2024	11/26/2024	2538372	MIGUEL
38079	02/22/2025	07/16/2025	2648715	DENISE
38162	03/01/2025	07/16/2025	2648716	HAMAN
36840	10/13/2024	05/02/2025	2607315	DORIS
37912	02/04/2025	07/16/2025	2648717	RICHARD
36389	08/18/2024	01/24/2025	2568033	ALBERT
38006	02/13/2025	07/16/2025	2648718	ALBERT
35833	06/13/2024	07/16/2025	2648719	JOHN
36505	09/01/2024	02/19/2025	2581068	LUCIA
35673	05/25/2024	10/18/2024	2524027	JOSHUA
35935	06/22/2024	12/19/2024	2552263	EMPRIEST
35379	04/25/2024	01/24/2025	2568073	LUCY
34955	03/07/2024	12/19/2024	2552287	DEBBIE
37373	12/14/2024	05/21/2025	2617007	DAVID
36822	10/12/2024	03/24/2025	2593105	THOMAS
38147	02/27/2025	08/14/2025	2668070	AUBREY
38236	03/08/2025	07/16/2025	2648720	AUBREY
38475	04/08/2025	09/16/2025	2687753	AUBREY
35256	04/09/2024	10/18/2024	2524028	DEMETRA
36353	08/13/2024	02/19/2025	2581043	ESTELLA
38232	03/09/2025	08/14/2025	2668071	ESTELLA
36421	08/22/2024	02/19/2025	2581019	BERNARDO
37662	01/11/2025	07/16/2025	2648721	TRAVIS
37345	12/12/2024	05/21/2025	2617008	CARL
38325	03/20/2025	09/16/2025	2687754	CARL
36540	09/05/2024	03/24/2025	2593060	HARMONI
37653	01/10/2025	07/16/2025	2648722	ROSEBUD
34150	12/21/2023	09/16/2025	2687756	TINA
34248	01/01/2024	09/16/2025	2687755	TINA
36560	09/07/2024	02/19/2025	2581026	DALE
38204	03/05/2025	07/16/2025	2648723	MELISSA
38458	04/07/2025	09/16/2025	2687757	MELISSA
35463	05/04/2024	12/19/2024	2552266	KAYCEE
35550	05/12/2024	10/02/2024	2518120	KAYCEE
35729	05/30/2024	10/18/2024	2524029	J
36460	08/26/2024	01/24/2025	2568053	J
36614	09/15/2024	07/16/2025	2648727	DAYLE

37061	11/10/2024	07/16/2025	2648724	DAYLE
37220	11/28/2024	07/16/2025	2648726	DAYLE
37913	02/04/2025	07/16/2025	2648725	DAYLE
38174	03/01/2025	05/21/2025	2617009	DAYLE
38203	03/05/2025	08/14/2025	2668074	DAYLE
38256	03/12/2025	08/14/2025	2668073	DAYLE
38264	03/13/2025	08/14/2025	2668072	DAYLE
36475	08/28/2024	11/26/2024	2538400	ERANO
36094	07/12/2024	12/19/2024	2552321	ALEJANDRINA
35802	06/08/2024	11/26/2024	2538370	NORLAN
37200	11/25/2024	02/19/2025	2581049	GENARO
36851	10/16/2024	03/24/2025	2593054	GENARO
37383	12/15/2024	05/21/2025	2617010	CANDIDO
38349	03/24/2025	06/26/2025	2635362	GENARO
38023	02/16/2025	05/02/2025	2607316	JESUS
38284	03/16/2025	07/16/2025	2648728	NANCY
38397	03/29/2025	07/16/2025	2648729	CESAR OTONIEL
37376	12/13/2024	05/21/2025	2617011	EDGAR ISRAEL
37915	02/04/2025	07/16/2025	2648730	LUIS
36478	08/29/2024	03/24/2025	2593040	ADAM
37814	01/26/2025	08/14/2025	2668075	MARYLN
34357	01/10/2024	02/19/2025	2581058	JERRY
36658	09/22/2024	02/19/2025	2581063	JUSTIN
38505	04/12/2025	09/16/2025	2687758	BONNIE
36839	10/11/2024	05/02/2025	2607317	BRANDON
35753	06/02/2024	11/26/2024	2538364	JAMARI
38410	03/30/2025	08/14/2025	2668076	PHILIP
36790	10/09/2024	09/16/2025	2687759	DOREEN
36918	10/22/2024	09/16/2025	2687760	DOREEN
36303	08/07/2024	05/21/2025	2617012	JESSICA
35078	03/21/2024	10/02/2024	2518161	ALEJANDRO
36147	07/20/2024	12/19/2024	2552251	EDDY
30984	01/09/2023	10/02/2024	2518157	CLAIRCINA
36862	10/17/2024	05/02/2025	2607318	GREGORIO
37608	01/03/2025	06/26/2025	2635363	CATHERINE
38491	04/10/2025	09/16/2025	2687761	GUARDIAN OF
32588	06/28/2023	10/18/2024	2524030	MAUREEN
35198	04/03/2024	11/26/2024	2538345	DONALD
36707	09/26/2024	01/24/2025	2568043	DEQUAN

36007	07/03/2024	12/19/2024	2552293	BERNICE
37698	01/15/2025	07/16/2025	2648731	BERNICE
36612	09/15/2024	02/19/2025	2581082	SAMMIE SR
36400	08/20/2024	12/19/2024	2552305	BEVERLY
35455	05/03/2024	11/26/2024	2538348	ELISA
36495	08/31/2024	01/24/2025	2568063	JOHNNA
38150	02/28/2025	08/14/2025	2668077	PATRICIA
36620	09/16/2024	02/19/2025	2581065	KATHERINE
35246	04/08/2024	06/26/2025	2635364	GUARDIAN OF
38439	04/05/2025	08/14/2025	2668078	KEITH
38323	03/20/2025	08/14/2025	2668079	JEAN
35546	05/11/2024	10/18/2024	2524031	JESS
38302	03/17/2025	08/14/2025	2668080	RAQUEL
36520	09/02/2024	12/19/2024	2552339	HELEN
37453	12/23/2024	05/21/2025	2617013	HELEN
35335	04/18/2024	10/02/2024	2518111	NICHELLE
37542	12/29/2024	05/21/2025	2617014	NICHELLE
37533	12/29/2024	08/14/2025	2668081	NICHELLE
38380	03/27/2025	08/14/2025	2668082	NICHELLE
35849	06/14/2024	11/26/2024	2538374	STEWART
36160	07/22/2024	10/18/2024	2524032	JEVARIS
37975	02/11/2025	07/16/2025	2648732	STEVEN
35445	05/01/2024	12/19/2024	2552252	SHEILA
36194	07/25/2024	01/24/2025	2568088	STEPHEN
37606	01/04/2025	06/26/2025	2635365	FRANCES
36603	09/14/2024	12/19/2024	2552340	VERA
38559	04/18/2025	09/16/2025	2687762	GUARDIAN OF
35717	05/29/2024	10/18/2024	2524033	JOSE
35694	05/28/2024	11/26/2024	2538357	KIRSTEN
35661	05/25/2024	10/18/2024	2524034	ZAILYN
36472	08/29/2024	02/19/2025	2581048	GEIB
36224	07/29/2024	01/24/2025	2568101	YARLENIS
35124	03/26/2024	10/18/2024	2524035	BENNY
36146	07/19/2024	12/19/2024	2552303	JENNIFER
37779	01/25/2025	09/16/2025	2687763	JENNIFER
37930	02/06/2025	09/16/2025	2687764	JENNIFER
38250	03/07/2025	09/16/2025	2687765	JENNIFER
36020	07/04/2024	11/26/2024	2538391	LUVAR
37235	11/28/2024	05/21/2025	2617015	ANGLES

36604	09/14/2024	02/19/2025	2581018	ANA
35248	04/08/2024	05/21/2025	2617016	ALBERT
38161	03/02/2025	08/14/2025	2668083	CHRISTOPHER
37724	01/19/2025	05/02/2025	2607319	MIKE
36578	09/11/2024	05/21/2025	2617017	STEPHANIE
35624	05/21/2024	02/19/2025	2581079	PETER
36215	07/28/2024	12/19/2024	2552280	PETER
37650	01/09/2025	05/21/2025	2617018	MARY E
37721	01/17/2025	06/26/2025	2635368	MARY E
37823	01/28/2025	06/26/2025	2635369	MARY E
37859	01/30/2025	06/26/2025	2635367	MARY E
37854	01/31/2025	06/26/2025	2635366	MARY E
38715	05/04/2025	09/16/2025	2687766	RUBAN
35349	04/22/2024	10/02/2024	2518131	MARY
36662	09/21/2024	12/19/2024	2552318	ALBERTO
35497	05/08/2024	10/18/2024	2524036	PABLO
35507	05/08/2024	10/18/2024	2524037	DIANA
35279	04/13/2024	01/24/2025	2568039	CHARLES
36449	08/25/2024	02/19/2025	2581052	GUARDIAN OF
35665	05/25/2024	11/26/2024	2538354	EMERY
36074	07/08/2024	12/19/2024	2552298	EMERY
36543	09/05/2024	02/19/2025	2581040	EMERY
36618	09/15/2024	02/19/2025	2581041	EMERY
36634	09/18/2024	02/19/2025	2581039	EMERY
36640	09/19/2024	02/19/2025	2581038	EMERY
38365	03/24/2025	09/16/2025	2687767	EMERY
35496	05/07/2024	10/18/2024	2524038	INGA
37248	12/01/2024	03/24/2025	2593091	RAUL
38101	02/24/2025	08/14/2025	2668084	PABLO
35714	05/29/2024	10/18/2024	2524039	RICHARD
37163	11/19/2024	03/24/2025	2593051	ESVIN
37628	01/06/2025	06/26/2025	2635370	SAMANTHA
37579	01/02/2025	06/26/2025	2635371	BRIAN
37618	01/06/2025	06/26/2025	2635372	BRIAN
36317	08/08/2024	02/19/2025	2581073	MICHAEL
37743	01/18/2025	06/26/2025	2635373	MICHAEL
38246	03/11/2025	05/21/2025	2617019	MIGUEL
38585	04/20/2025	08/14/2025	2668085	WILLIAM
34538	01/29/2024	03/24/2025	2593084	MIGUEL

37148	11/18/2024	05/02/2025	2607320	ROBERT
37174	11/23/2024	05/21/2025	2617020	MORANHIMA
35158	03/29/2024	10/02/2024	2518151	GUARDIAN OF
37461	12/23/2024	07/16/2025	2648733	KIMBERLY
34716	02/14/2024	10/18/2024	2524040	ERIC
36228	07/29/2024	01/24/2025	2568060	JENNA
37669	01/10/2025	07/16/2025	2648734	RENEE
36966	10/28/2024	03/24/2025	2593056	GREGORY
36586	09/12/2024	03/24/2025	2593086	PAMELA
37746	01/20/2025	07/16/2025	2648735	CALEB
37549	12/31/2024	05/21/2025	2617021	CARROLL
34607	02/02/2024	10/18/2024	2524041	JESSICA
37809	01/27/2025	06/26/2025	2635374	KYLEA
35800	06/07/2024	11/26/2024	2538369	ANDREA
35532	05/11/2024	10/18/2024	2524042	IGNACIO
36646	09/19/2024	07/16/2025	2648736	BETSY
33419	10/03/2023	12/19/2024	2552274	KATHY
35658	05/24/2024	11/26/2024	2538353	FELICIA
36287	08/04/2024	01/24/2025	2568070	KAYLA
33404	10/01/2023	02/19/2025	2581069	MARGARET
34534	01/27/2024	09/16/2025	2687768	MARGARET
36017	07/04/2024	02/19/2025	2581070	MARGARET
36051	07/06/2024	02/19/2025	2581076	MILDRED
37581	01/03/2025	05/21/2025	2617022	BARONA
33996	12/07/2023	09/16/2025	2687769	CAROL
34250	01/01/2024	07/16/2025	2648737	ANITA
36180	07/23/2024	12/19/2024	2552271	MARY
37395	12/16/2024	06/26/2025	2635375	MARY
37567	01/01/2025	06/26/2025	2635377	MARY
37612	01/05/2025	06/26/2025	2635376	MARY
34676	02/10/2024	03/24/2025	2593073	JOSEPH
34905	03/04/2024	05/21/2025	2617023	JOSEPH
34957	03/07/2024	05/21/2025	2617024	JOSEPH
36255	07/31/2024	08/14/2025	2668086	JOSEPH
32787	07/02/2023	09/16/2025	2687770	BETTY
35253	04/09/2024	10/02/2024	2518156	PARDEEP
35434	04/30/2024	10/02/2024	2518107	STEPHEN
36234	07/29/2024	02/19/2025	2581084	STEPHEN
36165	07/22/2024	12/19/2024	2552299	ROY

36167	07/21/2024	05/02/2025	2607322	COURTNEY
37386	12/15/2024	05/02/2025	2607321	COURTNEY
35276	04/12/2024	01/24/2025	2568054	JAMES
35221	04/05/2024	10/18/2024	2524043	RAWLEY
38440	04/06/2025	08/14/2025	2668087	SIDNEY
38170	03/02/2025	08/14/2025	2668088	ZEANIE
37687	01/14/2025	07/16/2025	2648738	LISA
36293	08/05/2024	12/19/2024	2552265	SAMANTHA
32594	06/29/2023	10/02/2024	2518158	KIRSTEN
36987	10/31/2024	05/02/2025	2607323	JESSICA
25260	03/31/2021	12/19/2024	2552296	LOUIS
35235	04/06/2024	10/02/2024	2518159	MARC
38451	04/05/2025	06/26/2025	2635378	KARRIE
38005	02/13/2025	07/16/2025	2648739	MICHAEL
36265	08/02/2024	12/19/2024	2552264	WARREN
35122	03/26/2024	10/02/2024	2518113	JEFF
37629	01/07/2025	05/21/2025	2617025	JEFF
34782	02/19/2024	09/16/2025	2687771	KATHY
37253	11/30/2024	08/14/2025	2668089	WILLIAM
37337	12/10/2024	05/21/2025	2617026	WILLIAM
36886	10/18/2024	07/16/2025	2648740	LORNA
27891	02/04/2022	10/18/2024	2524044	ROBERT
35281	04/13/2024	10/02/2024	2518143	VALEANA
35691	05/27/2024	10/18/2024	2524045	ERROSA
36096	07/11/2024	11/26/2024	2538394	BOZENA
36233	07/29/2024	12/19/2024	2552294	JANET
36882	10/20/2024	03/24/2025	2593094	ROBERT
37905	01/25/2025	08/14/2025	2668090	KRISTI
35603	05/18/2024	07/16/2025	2648741	RUBY
34812	02/22/2024	10/18/2024	2524046	RICKEY
35010	03/13/2024	10/18/2024	2524047	RICKEY
36220	07/29/2024	01/24/2025	2568090	THEDA
36322	08/08/2024	01/24/2025	2568091	THEDA
37753	01/21/2025	05/21/2025	2617027	RICHARD
34565	01/31/2024	09/16/2025	2687772	FRANK
38212	03/06/2025	08/14/2025	2668091	ARTHUR
35353	04/22/2024	07/16/2025	2648742	EARLENE
37785	01/25/2025	08/14/2025	2668092	ROSA
37947	02/07/2025	08/14/2025	2668093	DAVID

36369	08/16/2024	02/19/2025	2581046	FRANTZ
34730	02/15/2024	10/02/2024	2518170	JEFF
37752	01/21/2025	05/21/2025	2617028	JENARO
34579	02/01/2024	09/16/2025	2687773	ROY
37001	11/01/2024	05/02/2025	2607324	MARTIN
37324	12/11/2024	08/14/2025	2668094	ISLANDE
36904	10/21/2024	05/02/2025	2607325	EMMALEE
38277	03/15/2025	08/14/2025	2668095	ROBERT
36314	08/08/2024	01/24/2025	2568093	TIFFANY
36195	07/26/2024	12/19/2024	2552325	WILLIAM
38977	06/04/2025	09/16/2025	2687774	JOLANDA
37385	12/15/2024	05/21/2025	2617029	GUARDIAN OF
37259	12/02/2024	05/21/2025	2617030	BILLY LEE
36111	07/15/2024	11/26/2024	2538396	ROBERT
35657	05/23/2024	10/18/2024	2524048	SCOTT
36973	10/28/2024	03/24/2025	2593103	TERREL
36193	07/26/2024	01/24/2025	2568099	TY
37503	12/28/2024	07/16/2025	2648743	GUARDIAN OF
35886	06/19/2024	10/18/2024	2524049	BILLY
36069	07/09/2024	10/18/2024	2524050	BILLY
34549	01/29/2024	03/24/2025	2593047	CLIFFORD
35515	05/08/2024	10/18/2024	2524051	DONALD
36700	09/25/2024	05/02/2025	2607326	ROBY
36105	07/14/2024	11/26/2024	2538395	GREGORY
38166	03/02/2025	07/16/2025	2648744	TYSIANI
35787	06/07/2024	07/16/2025	2648745	ROMUALDO
37316	12/09/2024	05/02/2025	2607327	GAIL
36109	07/15/2024	12/19/2024	2552334	ALYSSA
35043	03/16/2024	05/21/2025	2617031	DAVID
34570	01/31/2024	12/19/2024	2552292	HARRY
36647	09/19/2024	02/19/2025	2581031	DELORISE
37379	12/15/2024	05/21/2025	2617032	DELORISE
34976	03/10/2024	10/02/2024	2518166	FLOYD
37116	11/16/2024	07/16/2025	2648746	KAREN
37415	12/18/2024	05/21/2025	2617033	LYNN
36223	07/28/2024	01/24/2025	2568078	PAMELA
37861	01/31/2025	08/14/2025	2668096	PAMELA
38546	04/16/2025	09/16/2025	2687775	PAMELA
35537	05/11/2024	12/19/2024	2552307	ERIC

37118	11/16/2024	05/21/2025	2617034	ERIC
37518	12/28/2024	06/26/2025	2635379	ERIC
37702	01/14/2025	07/16/2025	2648747	ERIC
37716	01/16/2025	07/16/2025	2648748	ERIC
37888	02/02/2025	07/16/2025	2648749	SANDRA
37964	02/09/2025	05/02/2025	2607328	UNKNOWN
38119	01/17/2025	07/16/2025	2648750	ROBERTA
38090	02/23/2025	09/16/2025	2687776	AMBER
31605	03/08/2023	10/18/2024	2524052	SCOTT
37799	01/25/2025	06/26/2025	2635380	DAWN
35144	03/27/2024	10/02/2024	2518148	DAVID
36479	08/28/2024	02/19/2025	2581047	FREDDY
37811	01/27/2025	07/16/2025	2648751	ROMAN
37114	11/16/2024	05/02/2025	2607329	JOSE
36804	10/09/2024	03/24/2025	2593088	PAVEL
37017	11/05/2024	05/02/2025	2607330	PAVEL
37110	11/14/2024	05/21/2025	2617035	PAVEL
38187	03/02/2025	08/14/2025	2668097	JUDY
37465	12/24/2024	06/26/2025	2635381	MICHAEL
36855	10/16/2024	05/02/2025	2607331	HUMBERTO
35595	05/17/2024	10/18/2024	2524053	ELOY
35126	03/26/2024	09/16/2025	2687777	MICHELINA
38226	03/07/2025	07/16/2025	2648752	GUARDIAN OF
38405	03/31/2025	09/16/2025	2687778	VALERIO
34874	02/27/2024	10/02/2024	2518136	IMELDA
38488	04/10/2025	09/16/2025	2687779	MARGARET
38637	04/25/2025	08/14/2025	2668098	COURTNEY
34878	02/28/2024	09/16/2025	2687780	GAYLE
36942	10/25/2024	03/24/2025	2593095	ROBERT
36210	07/27/2024	11/26/2024	2538398	GREG
34934	03/06/2024	09/16/2025	2687781	JONATHAN
37667	01/12/2025	07/16/2025	2648753	LAURA
36872	10/18/2024	05/02/2025	2607332	ANTHONY
36335	08/11/2024	12/19/2024	2552323	LYNFORD
38142	02/26/2025	07/16/2025	2648754	GERALDINE
36969	10/28/2024	05/21/2025	2617036	ALICIA
37613	01/06/2025	07/16/2025	2648755	ALICIA
33999	12/07/2023	09/16/2025	2687782	DAVID
37276	12/04/2024	05/02/2025	2607333	ROB

35260	04/09/2024	10/02/2024	2518117	ERMA
37678	01/13/2025	07/16/2025	2648756	CALDIN
35443	05/02/2024	10/18/2024	2524054	PAT
38330	03/21/2025	08/14/2025	2668099	TERRIANCE
37455	12/23/2024	07/16/2025	2648758	JASON
37995	02/12/2025	07/16/2025	2648757	JASON
37467	12/25/2024	05/21/2025	2617037	LAVONNE
37576	01/02/2025	05/21/2025	2617038	LAVONNE
35047	03/16/2024	11/26/2024	2538343	THOMAS
36270	08/02/2024	01/24/2025	2568067	JUDY
34627	01/13/2024	02/19/2025	2581074	MICHAEL
36527	09/04/2024	02/19/2025	2581053	GUARDIAN OF
37031	11/06/2024	03/24/2025	2593057	ASHLEY
35470	05/04/2024	10/18/2024	2524055	JEDY
36396	08/19/2024	03/24/2025	2593075	JUDY
36949	10/25/2024	05/02/2025	2607334	RICHARD
35051	03/18/2024	10/02/2024	2518125	JAMIE
37101	11/14/2024	05/02/2025	2607335	SANDRA
37598	01/04/2025	06/26/2025	2635382	MELODY
36941	10/25/2024	05/02/2025	2607336	STEPHEN
33850	11/21/2023	09/16/2025	2687783	JOHN
33898	11/27/2023	09/16/2025	2687784	JOHN
38126	02/24/2025	07/16/2025	2648759	JOHN
34975	03/10/2024	12/19/2024	2552304	ROBERT
24772	02/06/2021	12/19/2024	2552246	KAMEIRA
34679	02/10/2024	03/24/2025	2593080	LEON
36565	09/09/2024	02/19/2025	2581037	DUSTIN
36892	10/21/2024	05/02/2025	2607337	CAROL
36786	10/08/2024	03/24/2025	2593062	JAMES
35419	04/30/2024	12/19/2024	2552270	PERRY
34914	03/04/2024	11/26/2024	2538342	MARTHA
35621	05/21/2024	10/18/2024	2524056	JOHN W
36800	10/09/2024	03/24/2025	2593096	ROBERT
36736	10/01/2024	06/26/2025	2635383	JASMINE
37285	12/05/2024	05/21/2025	2617039	JASMINE
35870	06/17/2024	11/26/2024	2538377	MICHAEL
36761	10/05/2024	02/19/2025	2581075	MICHAEL
38201	03/05/2025	08/14/2025	2668100	JIMMY
34310	01/05/2024	10/02/2024	2518149	KATHLEEN

37392	12/16/2024	05/21/2025	2617040	SHAMAR
37403	12/17/2024	05/21/2025	2617041	LEONIA
37658	01/11/2025	08/14/2025	2668101	PATRICIA
36782	10/07/2024	07/16/2025	2648760	WALTER
37121	11/16/2024	05/02/2025	2607338	WALTER
35064	03/19/2024	10/18/2024	2524057	DANIEL
38362	03/24/2025	09/16/2025	2687785	JOSEPH
35212	04/04/2024	09/16/2025	2687786	ADOLPHUS
37380	12/15/2024	08/14/2025	2668102	CAROLINE
33798	11/15/2023	09/16/2025	2687787	CECILE
37513	12/24/2024	07/16/2025	2648761	DUSTIN
37249	11/30/2024	05/21/2025	2617042	JASMINE
35946	06/25/2024	01/24/2025	2568057	JEFFREY
36511	09/02/2024	01/24/2025	2568058	JEFFREY
36524	09/03/2024	01/24/2025	2568059	JEFFREY
37074	11/10/2024	05/21/2025	2617043	JOHN
37020	11/05/2024	05/02/2025	2607339	MARGIE
37821	01/28/2025	07/16/2025	2648762	MARGIE
35154	03/28/2024	10/02/2024	2518150	OTIS
37223	11/28/2024	05/21/2025	2617044	RHONDA
38501	04/11/2025	09/16/2025	2687788	TEDQWEISHA
35502	05/08/2024	01/24/2025	2568080	RENEE
35609	05/19/2024	10/18/2024	2524058	ZULA
35696	05/28/2024	10/18/2024	2524059	ZULA
36489	08/31/2024	12/19/2024	2552314	EUGENE
35371	04/23/2024	12/19/2024	2552254	WILLARD
35704	05/28/2024	12/19/2024	2552255	WILLARD
35723	05/30/2024	12/19/2024	2552256	WILLARD
35912	06/22/2024	12/19/2024	2552257	WILLARD
36852	10/16/2024	05/02/2025	2607340	WILLARD
37932	02/06/2025	07/16/2025	2648763	WILLARD
38135	02/26/2025	08/14/2025	2668103	WILLARD
34416	01/15/2024	05/21/2025	2617045	JAMES
36772	10/05/2024	07/16/2025	2648764	JAMES
35878	06/17/2024	11/26/2024	2538378	KELLY
36434	08/22/2024	05/21/2025	2617046	KELLY
36796	10/10/2024	03/24/2025	2593064	JENNIFER K
36453	08/26/2024	01/24/2025	2568082	ROBERT
36341	08/12/2024	03/24/2025	2593106	THOMAS

36781	10/08/2024	03/24/2025	2593107	THOMAS
35530	05/10/2024	10/18/2024	2524060	OMARI
38327	03/20/2025	09/16/2025	2687789	NEDRICK
37661	01/13/2025	06/26/2025	2635384	JOHN
37931	02/06/2025	05/02/2025	2607341	DANIEL
34548	01/29/2024	05/21/2025	2617047	DANNY
34720	02/14/2024	05/21/2025	2617048	DANNY
35165	03/30/2024	10/02/2024	2518144	DANNY
35176	03/31/2024	10/02/2024	2518135	DANNY
35261	04/10/2024	10/18/2024	2524061	DANNY
35285	04/13/2024	10/18/2024	2524062	DANNY
37168	11/22/2024	05/21/2025	2617049	DANNY
37288	12/06/2024	05/21/2025	2617050	DANNY
38656	04/26/2025	09/16/2025	2687790	JERRY
37780	01/25/2025	07/16/2025	2648765	LARKIN
37182	11/24/2024	03/24/2025	2593083	MARY
37682	01/13/2025	08/14/2025	2668104	RUEL
32657	07/05/2023	11/26/2024	2538337	SIERRA
38011	02/14/2025	07/16/2025	2648766	JOSE
36553	09/07/2024	03/24/2025	2593078	KIMBERLY
35195	04/02/2024	10/02/2024	2518171	JOSE
35229	04/05/2024	10/18/2024	2524063	JOSE
36718	09/28/2024	03/24/2025	2593070	JOSE

ADDR1	ADDR2	CITY	ST ZIPCODE	$REF
919 N ARCADIA AVE		ARCADIA	FL 34266-4546	637.50
12 W OAK ST		ARCADIA	FL 34266	962.50
4 ROBINSON CT		ARCADIA	FL 34266	587.50
				662.50
13617 SE HIGHWAY 70		ARCADIA	FL 34266	637.50
8644 SW REESE ST		ARCADIA	FL 34269	134.40
8644 SW REESE ST		ARCADIA	FL 34269	118.77
8644 SW REESE ST		ARCADIA	FL 34269	134.90
8644 SW REESE ST		ARCADIA	FL 34269	134.90
8644 SW REESE ST		ARCADIA	FL 34269	118.77
8644 SW REESE ST		ARCADIA	FL 34269	136.65
8644 SW REESE ST		ARCADIA	FL 34269	135.90
11806 GORDEN DR		RIVERVIEW	FL 33569-6623	650.00
1424 SE SECOND AVE		ARCADIA	FL 34266-7884	662.50
				782.82
3865 NW GREEN TREE ST		ARCADIA	FL 34266	650.00
4819 HOLLY AVE		ARCADIA	FL 34266	675.00
				600.00
				649.25
1606 NW WINDY PINE AVE		ARCADIA	FL 34266	240.00
PO BOX 1811		MOORE HAVEN	FL 33471	650.00
1606 NW WINDY PINE AVE		ARCADIA	FL 34266	240.00
1606 NW WINDY PINE AVE		ARCADIA	FL 34266	240.00
1606 NW WINDY PINE AVE		ARCADIA	FL 34266	116.15
1123 SE SIXTH AVE		ARCADIA	FL 34266-7595	550.00
3104 NE OLTMANNS ST		ARCADIA	FL 34266	520.00
1509 NW EUCALYPTUS AVE		ARCADIA	FL 34266	171.54
1035 SE LAMB AVE		ARCADIA	FL 34266	650.00
13617 SE HIGHWAY 70		ARCADIA	FL 34266	1425.00
5905 NE CUBITIS AVE		ARCADIA	FL 34266	650.00
1035 SE LAMB AVE		ARCADIA	FL 34266-9083	675.00
				782.82
2653 SW HEREFORD ST		ARCADIA	FL 34266-6520	215.00
2653 SW HEREFORD ST		ARCADIA	FL 34266-6520	290.00
2653 SW HEREFORD ST		ARCADIA	FL 34266-6520	290.00
319 N 16TH AVE		ARCADIA	FL 34266	105.90
427 N 15TH AVE		ARCADIA	FL 34266	744.00
1573 SW BRANNAN DR		ARCADIA	FL 34266	550.00
1142 SW MILDRED ST		ARCADIA	FL 34266	762.50

4 S BREVARD AVE		ARCADIA	FL 34266-4400	50.00
1140 SE MILLS AVE		ARCADIA	FL 34266	662.50
1675 PLEASANT CIR		ARCADIA	FL 34266	107.65
1675 PLEASANT CIR		ARCADIA	FL 34266	107.90
1675 PLEASANT CIR		ARCADIA	FL 34266	108.15
1675 PLEASANT CIR		ARCADIA	FL 34266	107.90
1675 PLEASANT CIR		ARCADIA	FL 34266	107.90
1675 PLEASANT CIR		ARCADIA	FL 34266	92.02
1675 PLEASANT CIR		ARCADIA	FL 34266	108.15
PO BOX 252		FORT OGDEN	FL 342670252	290.00
2371 SE HIGHWAY 31	67	ARCADIA	FL 34266	240.00
475 NURSING HOME DR		ARCADIA	FL 342663839	600.00
38 BOOKER T WASHINGTON A		ARCADIA	FL 34266	290.00
341 MOUNT CARMEL RD		VILLE PLATTE	LA 70586-6961	962.50
2116 NW HAILE DEAN RD		ARCADIA	FL 34266-8302	282.73
159 S ORANGE AVE		ARCADIA	FL 342663944	97.77
2673 SE TIMBER DR		ARCADIA	FL 34266	744.92
706 N JOHNSON AVE		ARCADIA	FL 342668806	104.15
18480 COCHRAN BLVD	STE 604	PORT CHARLOTTE	FL 33948-3379	100.00
621 LINCOLN AVE		SEBRING	FL 33870	630.30
600 W GIBSON ST	UNIT 34	ARCADIA	FL 34266	105.15
8120 SW HIGHWAY 72		ARCADIA	FL 34266	257.68
				700.00
1620 SE WEST FARMS RD		ARCADIA	FL 34266-9005	812.50
1193 SE PIGGYBACK RD		ARCADIA	FL 342663257	662.50
7713 SW VINEYARD TER		ARCADIA	FL 34269	837.50
1300 NE OAK ST	APT 5-104	ARCADIA	FL 34266	245.00
11461 SW PINE AVE		ARCADIA	FL 34269-6823	290.00
1673 NE CROSS AVE		ARCADIA	FL 34266	1075.00
1673 NE CROSS AVE		ARCADIA	FL 34266-5583	1050.00
6615 SW KENTUCKY ST		ARCADIA	FL 34269-4706	687.50
6615 SW KENTUCKY ST		ARCADIA	FL 34267	117.67
6615 SW KENTUCKY ST		ARCADIA	FL 34267	164.45
				750.00
419 GRIFFIN ST		ARCADIA	FL 34266	290.00
13008 SW PEMBROKE CIRCLE		LAKE SUZY	FL 34269	388.21
10307 SW LETTUCE LAKE AV	13	ARCADIA	FL 34269-9530	245.00
710 N ARCADIA AVE		ARCADIA	FL 34266	637.50
944 N ARCADIA AVE		ARCADIA	FL 34266	50.00

4981 NW HIGHWAY 70		ARCADIA	FL 34266	290.00
2933 NW LIMESTONE HEIGHT		ARCADIA	FL 34266	625.00
1043 E DINNER LAKE DR		SEBRING	FL 33870	637.50
2450 NE ROAN ST		ARCADIA	FL 34266	121.19
1131 SE 9TH AVE		ARCADIA	FL 34266-7599	801.77
1009 SW EUCALYPTUS AVE		ARCADIA	FL 34266-5169	117.57
1009 SW EUCALYPTUS AVE		ARCADIA	FL 34266-5169	110.81
1701 SE TOWNSEND AVE		ARCADIA	FL 34266	242.80
11731 SW SPRING LAKE DR		ARCADIA	FL 34269	725.00
1783 SW HARLEM CIR		ARCADIA	FL 34266-6535	290.00
1783 SW HARLEM CIR		ARCADIA	FL 34266-6535	290.00
1596 SE CHERRY DR		ARCADIA	FL 34266	252.44
8644 SW REESE ST		LAKE SUZY	FL 34269-4477	750.00
11164 SW AGNES ST		ARCADIA	FL 34269	725.00
906 W SUNRISE BLVD STE A		FORT LAUDERDALE	FL 34266	650.00
1577 N E CROS AVE		ARCADIA	FL 34266-5589	245.00
8441 58TH ST N		PINELLAS PARK	FL 33781	675.00
1013 E GIBSON ST		ARCADIA	FL 34266-5008	240.00
1013 E GIBSON ST		ARCADIA	FL 34266-5008	240.00
7669 NW PINE LEVEL ST		ARCADIA	FL 34266	1475.00
12865 SW HWY 17		ARCADIA	FL 34269-4498	25.00
				650.00
2631 CAITHNESS WAY		CLERMONT	FL 34714-6391	650.00
2552 NE TURNER AVE	114	ARCADIA	FL 34266-5226	50.00
405 LA SOLONA AVE		ARCADIA	FL 34266	253.39
1380 SE THIRD AVE		ARCADIA	FL 34266-7840	662.50
3751 MAGUIRE BLVD	STE 115	ORLANDO	FL 32803-3011	575.00
3751 MAGUIRE BLVD	STE 115	ORLANDO	FL 32803-3011	650.00
5682 SW CR 760		ARCADIA	FL 34266	782.82
1956 HEARD BRIDGE ROAD		WAUCHULA	FL 33873	662.50
130 BRIDLE PATH		ARCADIA	FL 34266	650.00
130 BRIDLE PATH		ARCADIA	FL 34266	762.50
130 BRIDLE PATH		ARCADIA	FL 34266	750.00
130 BRIDLE PATH		ARCADIA	FL 34266	637.50
611 AUSTRALIAN CIRLCE		LAKE PARK	FL 33403	1294.47
600 W GIBSON ST	55	ARCADIA	FL 34266	88.52
277 MONCREST DR		CLARKSVILLE	TN 37042-5292	562.50
1096 S E ALABAMA		ARCADIA	FL 34266-6212	107.15
1096 S E ALABAMA		ARCADIA	FL 34266-6212	97.65

1096 S E ALABAMA		ARCADIA	FL 34266-6212	110.61
2336 SW ALICE AVE		ARCADIA	FL 34266-6474	575.00
1826 NE KELLY DR		ARCADIA	FL 34266-5809	875.00
10850 SW KISSIMMEE		ARCADIA	FL 34266	744.92
304 N 16TH AVE	304	ARCADIA	FL 34266	393.58
950 S OAK AVE		BARTOW	FL 33830-5751	568.75
2626 NE HWY 70	217	ARCADIA	FL 34266-8366	112.86
122 N 11TH AVE		ARCADIA	FL 34266-8905	839.67
1115 NE RIVER BLUFF DR		ARCADIA	FL 34266	290.00
214 N DESOTO AVE		ARCADIA	FL 34266	637.50
7172 NE CUBITIS AVE		ARCADIA	FL 34266	190.00
204 S LEE AVE		ARCADIA	FL 34266	253.39
420 E GIBSON ST		ARCADIA	FL 34266	662.50
1663 SW CLOVER DR		ARCADIA	FL 34266	650.00
5905 NE CUBITIS AVE	139	ARCADIA	FL 34266	240.00
1539 SE AIRPORT RD		ARCADIA	FL 34266-7517	387.12
708 N ROBERT AVE		ARCADIA	FL 34266-9579	862.50
3326 SW LIVE OAK AVE		ARCADIA	FL 34266	800.85
106 E DICKHAUT ST		ARCADIA	FL 34266-8755	637.50
102 JORDAN AVE		ARCADIA	FL 34266	662.50
641 BAKER ST		WAUCHULA	FL 33873	111.75
4725 KNOLLWOOD DR		PUNTA GORDA	FL 33982	132.20
229 STEVENSON DR		FRANKFORT	KY 40601	850.00
319 S ORANGE AVE		ARCADIA	FL 34266	649.25
1423 E GIBSON ST	UNIT 108	ARCADIA	FL 34266-5059	637.50
1074 SE FOURTH AVE		ARCADIA	FL 34266-7584	240.00
1074 SE FOURTH AVE		ARCADIA	FL 34266-7584	240.00
4289 N PETERSBURG DR		FLORENCE	AZ 85132	550.00
PO BOX 87		REYNOLDSBURG	OH 43068-0087	240.00
PO BOX 87		REYNOLDSBURG	OH 43068-0087	240.00
5179 MINA CIRCLE		FORT MYERS	FL 33905	1237.62
13617 SE HWY 70		ARCADIA	FL 34266-7800	800.00
13617 SE HWY 70		ARCADIA	FL 34266-7800	1000.00
1735 SW 4TH ST		CAPE CORAL	FL 33991	712.50
1700 NE MIKE DR		ARCADIA	FL 34266	54.16
2613 WATERVIEW DR		EUSTIS	FL 32726	119.57
PO BOX 372		NOCATEE	FL 34268	662.50
1740 NW WINDY PINE AVE		ARCADIA	FL 34266	385.60
1740 NW WINDY PINE AVE		ARCADIA	FL 34266	219.57

228 ROBERT AVE		ARCADIA	FL 34266	205.65
17 BOOKER T WASHINGTON R		ARCADIA	FL 34266	687.50
2556 SE QUAIL AVE		ARCADIA	FL 34266	137.50
2692 NE HWY 70	LOT 148	ARCADIA	FL 342666335	93.52
2692 NE HWY 70	LOT 148	ARCADIA	FL 342666335	154.36
1350 SW BITTER SWEET DR		ARCADIA	FL 34266-6990	1137.50
4019 NE BOBAY RD		ARCADIA	FL 34266-2800	117.25
4019 NE BOBAY RD		ARCADIA	FL 34266-2800	117.25
2295 AARON ST	APT 313	PORT CHARLOTTE	FL 33952	537.50
171 12TH ST SE		NAPLES	FL 34117	934.42
7541 NW COUNTY ROAD 661		ARCADIA	FL 34266	801.77
1135 SW RAINBOW AVE		ARCADIA	FL 34266	637.50
9997 SW RIVERVIEW CIR		ARCADIA	FL 34269	151.23
9997 SW RIVERVIEW CIR		ARCADIA	FL 34269	151.23
12538 SW KINGSWAY CIR		ARCADIA	FL 34266	275.00
1812 NW MYRTLE AVE		ARCADIA	FL 34266-8246	662.50
HOMELESS		ARCADIA	FL 34266	650.00
310 HARRISON AVE		GREENSBURG	PA 15601	550.00
310 HARRISON AVE		GREENSBURG	PA 15601	650.00
310 HARRISON AVE		GREENSBURG	PA 15601	650.00
13617 SE HIGHWAY 70		ARCADIA	FL 34266	1125.00
1875 SW HARLEM CIR		ARCADIA	FL 34266-6831	562.50
6837 NE CUBITIS AVE	359	ARCADIA	FL 34266-8448	240.00
				763.87
39 COURT ST		ARCADIA	FL 34266	190.00
2503 73RD ST W		LEHIGH ACRES	FL 33971	877.57
475 NURSING HOME DRIVE		ARCADIA	FL 34266-3839	225.00
475 NURSING HOME DRIVE		ARCADIA	FL 34266-3839	225.00
475 NURSING HOME DRIVE		ARCADIA	FL 34266-3839	225.00
475 NURSING HOME DRIVE		ARCADIA	FL 34266-3839	290.00
475 NURSING HOME DRIVE		ARCADIA	FL 34266-3839	290.00
475 NURSING HOME DRIVE		ARCADIA	FL 34266-3839	290.00
475 NURSING HOME DRIVE		ARCADIA	FL 34266-3839	290.00
18311 COCHRAN BLVD		PORT CHARLOTTE	FL 33948	671.98
9516 GALIXY CIRCLE		PORT CHARLOTTE	FL 33981	50.00
1236 SE MILLS AVE		ARCADIA	FL 34266-7602	825.00
1064 SE HILLSBOROUGH AVE		ARCADIA	FL 34266-4337	650.00
6233 SW CARLTON AVE		ARCADIA	FL 34266	737.50
1064 SE HILLSBOROUGH AVE		ARCADIA	FL 34266-4337	650.00

3960 NE BARTON TERRACE		ARCADIA	FL 34266-5859	712.50
110 N HERNANDO AVE		ARCADIA	FL 34266-4710	550.00
110 N HERNANDO AVE		ARCADIA	FL 34266-4710	108.49
720 W M L KING JR ST		ARCADIA	FL 34266	92.52
217 BOSTON AVE	APT 307	ALTAMONTE SPRINGS	FL 32701	225.00
11816 SW SPRING LAKE DR		ARCADIA	FL 34269	762.50
238 E POLK AVE		LAKE WALES	FL 33853-3746	103.12
238 E POLK AVE		LAKE WALES	FL 33853-3746	135.11
238 E POLK AVE		LAKE WALES	FL 33853-3746	121.19
1133 SW GOLDEN AVE		ARCADIA	FL 34266-4247	290.00
1133 SW GOLDEN AVE		ARCADIA	FL 34266-4247	290.00
1133 SW GOLDEN AVE		ARCADIA	FL 34266	290.00
1133 SW GOLDEN AVE		ARCADIA	FL 34266	290.00
312 E LANGSNER ST		ENGLEWOOD	FL 34223	662.50
12144 SW EGRET CIR	1101	ARCADIA	FL 342698795	712.50
1017 W HICKORY ST		ARCADIA	FL 34266	662.50
304 E GIBSON ST		ARCADIA	FL 34266	290.00
115 N OSCEOLA AVE		ARCADIA	FL 34266	637.50
1736 SE PLUM DR		ARCADIA	FL 34266-7470	877.57
9770 SW COUNTY ROAD 769		ARCADIA	FL 34269	26.20
1350 SW BITTERSWEET DR		ARCADIA	FL 34266	687.50
1330 MYERS AVE		WAYCROSS	GA 31503	650.00
1330 MYERS AVE		WAYCROSS	GA 31503	637.50
12423 SW LEXINGTON PL		ARCADIA	FL 34269-4559	253.39
12423 SW LEXINGTON PL		ARCADIA	FL 34269	339.41
12423 SW LEXINGTON PL		ARCADIA	FL 34269	243.87
12423 SW LEXINGTON PL		ARCADIA	FL 34269	243.87
12423 SW LEXINGTON PL		ARCADIA	FL 34269	238.30
13701 MCINTOSH RD		THONOTOSASSA	FL 33592-2533	276.98
3135 SW HARVEY AVE		ARCADIA	FL 34266-8600	687.50
3135 SW HARVEY AVE		ARCADIA	FL 34266	675.00
3135 SW HARVEY AVE		ARCADIA	FL 34266	675.00
90 PARK PLACE ESTATE		ARCADIA	FL 34266-8645	1237.50
				675.00
1631 SE SECOND AVE		ARCADIA	FL 34266-7303	352.82
4586 NW HIGHWAY 72		ARCADIA	FL 34266	700.00
4810 NW HIGHWAY 72	241	ARCADIA	FL 34266	80.00
4810 NW HIGHWAY 72	241	ARCADIA	FL 34266	80.00
4810 NW HIGHWAY 72	241	ARCADIA	FL 34266	80.00

1885 NE BROWNVILLE ST		ARCADIA	FL 34266-2618	106.17
1009 W HICKORY ST		ARCADIA	FL 34266-3365	915.47
3193 NE DAVIS ST		ARCADIA	FL 34266-5651	248.08
2626 NE HIGHWAY 70		ARCADIA	FL 34266	245.00
5260 NW DILL RD		ARCADIA	FL 34266	166.03
2442 23RD ST		SARASOTA	FL 34234	575.00
8913 COULTER RD		ARCADIA	FL 34269	283.24
1453 NE LINCOLN DR		ARCADIA	FL 34266	662.50
507 SUNSET AVE		ARCADIA	FL 34266	662.50
251 EAST 3RD STREET	7C	NEW YORK	NY 10009-7509	124.67
2615 IRONWOOD DR SE		CLEVELAND	TN 37323	240.00
2731 SW BEARD ST		ARCADIA	FL 34266	290.00
1938 SW HENDRY ST		ARCADIA	FL 34266-8998	662.50
1938 SW HENDRY ST		ARCADIA	FL 34266-8998	662.50
1336 SE MAPLE DR		ARCADIA	FL 34266	650.00
23033 WESTCHESTER BLVD	F513	PORT CHARLOTTE	FL 33980	290.00
923 CRONLEY PLACE		SARASOTA	FL 34237	687.50
405 N DADE AVE		ARCADIA	FL 34266-4007	975.00
1221 SOUTHEAST LAKE RD		ARCADIA	FL 34266	290.00
1425 SE MAPLE DR		ARCADIA	FL 34266	662.50
4789 SE TAYLOR AVE		ARCADIA	FL 34266	119.40
3834 TOWN TERRACE		NORTH PORT	FL 34286	271.23
6710 NW HIGHWAY 72		ARCADIA	FL 34266	763.87
PO BOX 1363		TALLEVAST	FL 34270	452.77
4653 SW HIGHWAY 17		ARCADIA	FL 34266	276.33
2626 NE HIGHWAY 70	97	ARCADIA	FL 34266	290.00
207 E RAILROAD STREE		SHELL ROCK	IA 50670	301.65
421 W EFFIE ST		ARCADIA	FL 34266	650.00
1538 QUEENS ST W		ARCADIA	FL 34266	775.00
11700 SW SPRING LAKE DR		ARCADIA	FL 34269	725.00
11700 SW SPRING LAKE DR		ARCADIA	FL 34269	725.00
11700 SW SPRING LAKE DR		ARCADIA	FL 34269	179.42
504 S BREVARD AVE		ARCADIA	FL 34266	662.50
2865 SE AMI DR		ARCADIA	FL 34266	50.00
1284 SE FIRST AVE		ARCADIA	FL 34266	862.50
2621 SW HIGHWAY 17		ARCADIA	FL 34266	675.00
1019 SW HIGHWAY 17		ARCADIA	FL 34266	662.50
822 S ORANGE AVE		ARCADIA	FL 34266	862.50
				136.41

1298 NE RIVER RAFT DR		ARCADIA	FL 34266	725.00
				744.92
607 E HICKORY ST		ARCADIA	FL 34266	782.82
3842 NW KNOLLWOOD		ARCADIA	FL 34266-5122	858.62
2999 SE HILLSBOROUGH AVE		ARCADIA	FL 34266	1088.65
1847 NE FIVEASH ST	298	ARCADIA	FL 34266-5083	200.00
9770 SW COUNTY ROAD 769	LOT 36	ARCADIA	FL 34269-8642	100.00
9770 SW COUNTY ROAD 769	LOT 36	ARCADIA	FL 34269-8642	100.00
5532 RICE RD		VENICE	FL 34293	364.15
11970 SW KINGSWAY CIR		LAKE SUZY	FL 34269-6819	245.00
1250 SW FERN TER		ARCADIA	FL 34266	259.12
1250 SW FERN TER		ARCADIA	FL 34266	290.00
1250 SW FERN TER		ARCADIA	FL 34266	215.00
PO BOX 134		ARCADIA	FL 34265-0134	240.00
PO BOX 134		ARCADIA	FL 34265-0134	240.00
PO BOX 134		ARCADIA	FL 34265-0134	240.00
2452 NW HOWARD AVE		ARCADIA	FL 34266	700.00
2452 NW HOWARD AVE		ARCADIA	FL 34266	700.00
226 S OSCEOLA AVE		ARCADIA	FL 34266	128.48
12639 SW KINGSWAY CIR		LAKE SUZY	FL 34269-4585	725.00
12639 SW KINGSWAY CIR		LAKE SUZY	FL 34269-4585	725.00
13617 SE HIGHWAY 70		ARCADIA	FL 34266	637.50
5311 HOPEDALE DR		TAMPA	FL 33624	712.50
200 S PASCO AVE		ARCADIA	FL 34266	290.00
2 HODGES ST		ARCADIA	FL 34266	896.52
3183 SANDRIDGE CHURCH RD		SNEADS	FL 32460	800.00
2552 NE TURNER AVE	82	ARCADIA	FL 34266-5312	240.00
6837 NE CUBITIS AVE LOT		ARCADIA	FL 34266	290.00
1714 MARIGOLD AVE		SEBRING	FL 33875	280.50
1809 SE PEACH DR		ARCADIA	FL 34266	240.00
1365 SE APPLE DR		ARCADIA	FL 34266	896.52
225 BAY ST		ARCADIA	FL 34266-3047	562.50
2733 ISLAND POND RD		DELTONA	FL 32738	500.00
703 W GIBSON ST		ARCADIA	FL 34266	385.59
2626 NE HIGHWAY 70		ARCADIA	FL 34266-8500	315.00
2692 NE HIGHWAY 70		ARCADIA	FL 34266	108.40
1650 SE HARGRAVE ST		ARCADIA	FL 34266	650.00
3860 NE ATLANTIC AVE		ARCADIA	FL 34266-5506	662.50
25 BOOKER T WASHINGTON A		ARCADIA	FL 34266-3017	612.50

1123 6TH AVE		ARCADIA	FL 34266	782.82
4856 NE MCINTYRE ST		ARCADIA	FL 34266	712.50
25 BOOKER T WASHINGTON R		ARCADIA	FL 34266-3017	148.80
11018 SW THORNTON AVE		ARCADIA	FL 34269-7167	812.50
250 W 74 PLACE	APT 106	HIALEAH	FL 33014	577.04
				700.00
2443 SW GRACE AVE		ARCADIA	FL 34266	110.15
2443 SW GRACE AVE		ARCADIA	FL 34266	86.77
2443 SW GRACE AVE		ARCADIA	FL 34266	111.15
2443 SW GRACE AVE		ARCADIA	FL 34266	95.27
2443 SW GRACE AVE		ARCADIA	FL 34266	111.40
2443 SW GRACE AVE		ARCADIA	FL 34266	94.77
2443 SW GRACE AVE		ARCADIA	FL 34266	95.52
1049 SW GOLDEN AVE		ARCADIA	FL 34266-4209	312.96
4661 17TH SW		NAPLES	FL 34116	232.23
611 W COMMERCIAL ST		HARTFORD CITY	IN 47348	587.50
65 COLORADO AVE		ARCADIA	FL 34266	650.00
137 RIDGEWOOD DR		ARCADIA	FL 34266	650.00
137 RIDGEWOOD DR		ARCADIA	FL 34266	275.00
414 SERENA DR		ARCADIA	FL 34266-4942	129.94
414 SERENA DR		ARCADIA	FL 34266-4942	259.12
414 SERENA DR		ARCADIA	FL 34266-4942	259.12
414 SERENA DR		ARCADIA	FL 34266-4942	117.71
414 SERENA DR		ARCADIA	FL 34266-4942	264.86
				744.92
				744.92
PO BOX 2579		ARCADIA	FL 34265-2579	290.00
900 N ROBERTS AVE		ARCADIA	FL 34266-8712	975.00
1701 E OAK ST		ARCADIA	FL 34266	51.83
1429 NE CHILDRESS AVE		ARCADIA	FL 34266	100.00
6710 NW MONACO CT		PORT SAINT LUCIE	FL 34983-5341	744.92
3388 ELKCAM BLVD		PORT CHARLOTTE	FL 33952	190.00
3307 SE HIDDEN OAK DR		ARCADIA	FL 34266	290.00
2692 NE HWY 70	633	ARCADIA	FL 34266-8530	662.50
1057 SW ROCKY DR		ARCADIA	FL 34266-6727	637.50
1057 SW ROCKY DR		ARCADIA	FL 34266-6727	537.50
1013 E GIBSON ST		ARCADIA	FL 342665008	245.00
1013 E GIBSON ST		ARCADIA	FL 342665008	245.00
214 50TH STREET WEST	A	BRADENTON	FL 342092854	245.00

214 50TH STREET WEST	A	BRADENTON	FL 342092854	245.00
214 50TH STREET WEST	A	BRADENTON	FL 342092854	245.00
214 50TH STREET WEST	A	BRADENTON	FL 342092854	245.00
214 50TH STREET WEST	A	BRADENTON	FL 342092854	245.00
1504 NW WINDY PINE		ARCADIA	FL 34266-3681	317.93
				650.00
663 S BREVARD AVE		ARCADIA	FL 34266-4260	550.00
9770 SW COUNTY ROAD 769	UNIT 464	ARCADIA	FL 34269	335.51
9770 SW COUNTY ROAD 769	UNIT 464	ARCADIA	FL 34269	335.51
9770 SW COUNTY ROAD 769	UNIT 464	ARCADIA	FL 34269	152.51
8644 SW REESE ST		ARCADIA	FL 34269	290.00
2629 SW HIGHWAY 17	17	ARCADIA	FL 34266	675.00
2442 NE BROWNVILLE ST		ARCADIA	FL 34266-5887	600.00
2597 NW EUCALYPTUS AVE		ARCADIA	FL 34266-5154	1597.67
11644 SW EGRET CIR	APT 701	LAKE SUZY	FL 342698774	190.00
11644 SW EGRET CIR	APT 701	LAKE SUZY	FL 342698774	190.00
635 S 5TH AVE	APT A204	WAUCHULA	FL 33873	133.43
4707 SE AIRPORT RD		ARCADIA	FL 34266-7590	234.37
1045 PRINCE TERR		ARCADIA	FL 34266-4266	250.00
2552 NE TURNER AVE	17	ARCADIA	FL 34266	199.97
410 N 16TH AVE		ARCADIA	FL 34266	33.56
				649.25
232 N HERNANDO AVE		ARCADIA	FL 34266-4712	675.00
				537.50
				550.00
1819 SE FIRST AVE		ARCADIA	FL 34266-7315	562.50
14 JOANNA DR		LAKE PLACID	FL 33852	240.00
1141 SE SEVENTH AVE		ARCADIA	FL 34266	662.50
805 E OAK ST		ARCADIA	FL 34266	850.00
1583 SECOND AVE		ARCADIA	FL 34266	247.09
225 BAY ST		ARCADIA	FL 34266-3047	662.50
25 HEDGEROW DR		CUMBERLAND CENTER	ME 4021	70.00
757 CORNELIUS		LAKE PLACID	FL 33852	662.50
7895 NE CUBITIS AVE	S127	ARCADIA	FL 34266	987.50
4963 NW LOCUS ST		ARCADIA	FL 34266-3667	662.50
3289 SW WILDCAT RUN RD	B	ARCADIA	FL 34266	675.00
3289 SW WILDCAT RUN RD	B	ARCADIA	FL 34266	775.00
3289 SW WILDCAT RUN RD	B	ARCADIA	FL 34266	775.00
2450 NE ROAN ST		ARCADIA	FL 34266-5050	650.00

4911 NORTON AVE		ARCADIA	FL 34266-6849	245.00
4911 NORTON AVE		ARCADIA	FL 34266-6849	245.00
1044 SE NINTH AVE		ARCADIA	FL 34266-7771	675.00
1044 SE NINTH AVE		ARCADIA	FL 34266-7771	662.50
7514 NEEDLE LEAF PL	C	TAMPA	FL 33617-8545	912.50
101 S VOLUSIA AVE	4	ARCADIA	FL 34266	121.78
7172 NE CUBITIS AVE		ARCADIA	FL 34266	290.00
1539 SE AIRPORT RD		ARCADIA	FL 34266	763.87
				896.52
440 MCKIBBEN DR		NORTH PORT	FL 34287	837.50
440 MCKIBBEN DR		NORTH PORT	FL 34287	762.50
440 MCKIBBEN DR		NORTH PORT	FL 34287	762.50
440 MCKIBBEN DR		NORTH PORT	FL 34287	575.00
6442 SW MIAMI AVE		ARCADIA	FL 34266	110.24
PO BOX 174		NOCATEE	FL 34268	662.50
2711 SW HWY 17		ARCADIA	FL 34266	712.50
2711 SW HWY 17		ARCADIA	FL 34266	650.00
1712 SE APPLE DR		ARCADIA	FL 34266	858.62
1597 SE PEAR DR		ARCADIA	FL 34266-7513	156.56
9836 SW COUNTY ROAD 761		ARCADIA	FL 34269	744.92
				550.00
1167 HIBISCUS DR		ARCADIA	FL 34266-4212	675.00
1167 SW HIBISCUS DR		ARCADIA	FL 34266	662.50
PO BOX 1134		ARCADIA	FL 34265	650.00
5207 DOYLE PARKER AVE		WAUCHULA	FL 33873	687.50
327 CITRUS AVE		ARCADIA	FL 34266	155.00
2371 SW ALICE AVE		ARCADIA	FL 34266	562.50
1070 SW RAINBOW AVE		ARCADIA	FL 34266-4233	550.00
803 E MAGNOLIA ST		ARCADIA	FL 34266-4815	106.40
803 E MAGNOLIA ST		ARCADIA	FL 34266-4815	106.65
2371 SE HIGHWAY 31 LOT 5		ARCADIA	FL 34266-7959	240.00
2371 SE HIGHWAY 31 LOT 5		ARCADIA	FL 34266-7959	240.00
475 NURSING HOME DR		ARCADIA	FL 34266-3839	265.00
475 NURSING HOME DR		ARCADIA	FL 34266-3839	265.00
2211 SE SUAREZ ST	2	ARCADIA	FL 34266	145.16
400 N DELANEY AVE		AVON PARK	FL 33825	650.00
475 NURSING HOME DR		ARCADIA	FL 34266-3839	51.16
475 NURSING HOME DR		ARCADIA	FL 34266-3839	51.41
1335 SE FIRST AVE		ARCADIA	FL 34266	650.00

1424 SE TANGELLO DRIVE		ARCADIA	FL 34266-7502	1142.87
8633 KELLY LN		ALVARADO	TX 76009	675.00
807 W MAGNOLIA ST		ARCADIA	FL 34266	550.00
625 HICKORY ST		ARCADIA	FL 34266	1250.00
625 HICKORY ST		ARCADIA	FL 34266	650.00
128 S LUTHER AVE		ARCADIA	FL 34266	650.00
9316 SW PICKENS AVE		ARCADIA	FL 34266	159.47
9316 SW PICKENS AVE		ARCADIA	FL 34266	159.47
9316 SW PICKENS AVE		ARCADIA	FL 34266	159.47
9316 SW PICKENS AVE		ARCADIA	FL 34266	166.43
9316 SW PICKENS AVE		ARCADIA	FL 34266	117.71
1130 SE VERMONT AVE		ARCADIA	FL 34266-7665	240.00
1130 SE VERMONT AVE		ARCADIA	FL 34266-7665	240.00
1130 SE VERMONT AVE		ARCADIA	FL 34266-7665	215.00
6230 SW SHORES AVE		ARCADIA	FL 342666949	290.00
6230 SW SHORES AVE		ARCADIA	FL 342666949	290.00
				600.00
1587 NW PINE CREEK AVE		ARCADIA	FL 34266	636.39
3106 SE LOVEJOY ST		ARCADIA	FL 34266-7268	200.00
				637.50
1800 LEE DR	27	ATHENS	TN 37303	121.19
403 LEATH DR NE		FORT PAYNE	AL 35967	630.30
1358 SE OHIO AVE		ARCADIA	FL 34266	562.50
900 SW SPRING AVE		ARCADIA	FL 34266	662.50
900 SW SPRING AVE		ARCADIA	FL 34266	662.50
900 SW SPRING AVE		ARCADIA	FL 34266	662.50
3844 COBBLESTONE LN		PUNTA GORDA	FL 33980-5584	97.70
1819 SW LOS PINOS DR		ARCADIA	FL 34266	637.50
1819 SW LOS PINOS DR		ARCADIA	FL 34266	675.00
7324 ASHWOOD DR,		PORT RICHEY	FL 34668-1512	525.00
				650.00
				787.50
1612 STONEHAVEN WAY		TARPON SPRINGS	FL 34689	1362.50
10307 SW LETTUCE LK AV	PM 92	ARCADIA	FL 34269-9593	275.00
9316 SW PICKENS AVE		ARCADIA	FL 34269-7141	259.12
9316 SW PICKENS AVE		ARCADIA	FL 34269-7141	270.59
9316 SW PICKENS AVE		ARCADIA	FL 34269-7141	121.53
600 W GIBSON ST	58	ARCADIA	FL 34266-4169	107.36
44 LAWLOR ST		NEW BRITAIN	CT 60511109	275.00

44 LAWLOR ST		NEW BRITAIN	CT 60511109	275.00
44 LAWLOR ST		NEW BRITAIN	CT 60511109	275.00
13617 SE HIGHWAY 70		ARCADIA	FL 34266	1100.00
8644 SW REESE ST		ARCADIA	FL 34269	260.00
19 S 10TH AVE		ARCADIA	FL 34266	650.00
1520 NE LEA AVE		ARCADIA	FL 34266	650.00
55 GARFIELD ST		ROCHESTER	NY 14611	575.00
1620 SE 4TH AVE		ARCADIA	FL 34266	650.00
5000 ST ROUTE 598		PLYMOUTH	OH 44865	744.92
4519 NW HIGHLAND ST		ARCADIA	FL 34266-5207	700.00
12951 SW KINGS ROW		LAKE SUZY	FL 34269-9287	700.00
1300 NE OAK ST BLD 8	205	ARCADIA	FL 34266	675.00
4024 NW COUNTY ROAD 661A		ARCADIA	FL 34266-9093	241.71
8644 SW REESE ST	161	ARCADIA	FL 34269-4409	245.00
9491 SE ENGLISH AVE		ARCADIA	FL 34266	118.27
18999 SE HIGHWAY 70		ARCADIA	FL 33852	186.83
920 15TH AVE SW		LARGO	FL 33770	50.00
2463 SW HIGHWAY 17		ARCADIA	FL 34266-3893	286.02
3908 LOCUST AVE		SARASOTA	FL 34234	235.06
2314 WEBBER ST		LAKELAND	FL 33801	630.30
127 S LUTHER AVE		ARCADIA	FL 34266	637.50
2493 SE POINTER AVE		ARCADIA	FL 34266	587.50
PO BOX 14		CHELSEA	MI 48118-0014	275.00
PO BOX 14		CHELSEA	MI 48118-0014	275.00
2731 NE HOLLINGSWORTH ST		ARCADIA	FL 34266	215.00
2731 NE HOLLINGSWORTH ST		ARCADIA	FL 34266	215.00
2731 NE HOLLINGSWORTH ST		ARCADIA	FL 34266	215.00
2731 NE HOLLINGSWORTH ST		ARCADIA	FL 34266	240.00
222 COURT ST		ARCADIA	FL 34266	240.00
222 COURT ST		ARCADIA	FL 34266	240.00
222 COURT ST		ARCADIA	FL 34266	240.00
308 S LEE AVE		ARCADIA	FL 34266-3628	108.65
308 S LEE AVE		ARCADIA	FL 34266-3628	110.11
7804 NW PINE LEVEL ST		ARCADIA	FL 34266-0601	820.72
307 S MANATEE AVE		ARCADIA	FL 34266-3631	231.04
307 S MANATEE AVE		ARCADIA	FL 34266-3631	430.86
315 4TH ST W		ZOLFO SPRINGS	FL 33890-9452	687.50
115 LOWE ST		ARCADIA	FL 34266	139.29
3769 NW GREEN TREE ST		ARCADIA	FL 34266	650.00

5137 BIRCH AVE		SARASOTA	FL 34233-3271	637.50
806 4TH AVE		WILLISTON	ND 58801	649.25
806 4TH AVE		WILLISTON	ND 58801	662.50
316 CITRUS AVE		ARCADIA	FL 34266	662.50
3045 DATURA RD		VENICE	FL 34293-3106	158.35
10307 SW LETTUCE LAKE AV		ARCADIA	FL 34269-9593	210.00
2447 SE AIRPORT ESTS ST		ARCADIA	FL 34266-1006	675.00
1837 KAZEN RD		WAUCHULA	FL 33873	637.50
2128 SW FLETCHER ST		ARCADIA	FL 34266	687.50
1951 NW EUCALYPTUS AVE		ARCADIA	FL 34266	801.77
1021 N BREVARD AVE		ARCADIA	FL 34266	126.31
29427 TURBAK DR		PUNTA GORDA	FL 33982-8241	737.50
264 WEST ST		NEW BRAUNFELS	TX 78130-1845	290.00
1216 SW RAINBOW AVE		ARCADIA	FL 34266	107.90
1216 SW RAINBOW AVE		ARCADIA	FL 34266	156.65
13617 SE HIGHWAY 70		ARCADIA	FL 34266	637.50
1947 RICARDO AVE		FORT MYERS	FL 33901	744.92
209 PROVIDENCE ST		ARCADIA	FL 34266	650.00
4742 SW 136TH ST		OCALA	FL 34473	650.00
1300 NE OAK ST	3-107	ARCADIA	FL 34266-5768	240.00
2327 SE QUAIL AVE		ARCADIA	FL 34266	537.50
8220 CINCH WAY		LAKE WORTH	FL 33467	280.22
8220 CINCH WAY		LAKE WORTH	FL 33467	245.46
11278 SW CRENSHAW AVE		ARCADIA	FL 34269	937.50
303 N 10TH AVE		ARCADIA	FL 34266-8906	1091.50
190 NELSON ST		ARCADIA	FL 34266	650.00
				1825.07
298 RESTHAVEN RD		ZOLFO SPRINGS	FL 33890	290.00
16 BOOKER T WASHINGTON A		ARCADIA	FL 34266-3018	662.50
109 E CYPRESS ST		ARCADIA	FL 34266-4407	962.50
109 E CYPRESS ST		ARCADIA	FL 34266-4407	975.00
13617 SE HIGHWAY 70		ARCADIA	FL 34266	1575.00
1539 SE AIRPORT RD		ARCADIA	FL 34266	562.50
5450 SW SHORES AVE		ARCADIA	FL 34266	1462.50
1640 SE PIGGY BACK RD		ARCADIA	FL 34266-4328	985.59
346 LINCOLN WAY W	UNIT 3	CHAMBERSBURG	PA 172010726	245.00
2662 SE MCCLELLAND DR		ARCADIA	FL 34266	155.00
2662 SE MCCLELLAND DR		ARCADIA	FL 34266	155.00
2662 SE MCCLELLAND DR		ARCADIA	FL 34266	155.00

PO BOX 482		FORT OGDEN	FL 34267-0482	837.50
8 E HAMMON DR		APOPKA	FL 32703-7522	877.57
219 N HILLSBOROUGH AVE		ARCADIA	FL 34266	104.90
219 N HILLSBOROUGH AVE		ARCADIA	FL 34266	107.61
5905 NE CUBITIS AVE	111	ARCADIA	FL 34266-5941	265.00
5905 NE CUBITIS AVE	111	ARCADIA	FL 34266-5941	290.00
5905 NE CUBITIS AVE	111	ARCADIA	FL 34266	290.00
710 PARK VIEW RD		ARCADIA	FL 34266	290.00
710 PARK VIEW RD		ARCADIA	FL 34266	290.00
710 PARK VIEW RD		ARCADIA	FL 34266	266.19
710 PARK VIEW RD		ARCADIA	FL 34266	290.00
816 BOND ST		ARCADIA	FL 34266-3014	240.00
1300 NE OAK ST	5108	ARCADIA	FL 34266-5776	675.00
3039 SE HIGHWAY 70		ARCADIA	FL 34266	675.00
1956 SE CHERRY DR		ARCADIA	FL 34266	575.00
1816 NE HAMMOCK ST		ARCADIA	FL 34266	662.50
7048 NE CUBITIS AVE		ARCADIA	FL 34266	600.00
3019 NW 3RD AVE		ARCADIA	FL 34266	675.00
2018 SW ROBIN RD		ARCADIA	FL 34266	562.50
834 S MONROE AVE	2	ARCADIA	FL 34266	649.25
1646 SW HARLEM CIR		ARCADIA	FL 34266	662.50
5347 NEWTON ST		DENVER	CO 80221-7329	107.36
101 S ROGERS		ARCADIA	FL 34266	550.00
11354 SE HOG BAY AVE		ARCADIA	FL 34266	550.00
122 N 11TH AVE		ARCADIA	FL 34266	662.50
675 RIVIERA LN		PORT CHARLOTTE	FL 33948	972.32
2626 NE HIGHWAY 70	66	ARCADIA	FL 34266	675.00
5697 SW HWY 17		ARCADIA	FL 34266	10.00
3905 RECREATION LANE		NAPLES	FL 34116-7314	700.00
2346 NW HAILE DEAN RD		ARCADIA	FL 34266-5146	124.79
215 N ORANGE AVE		ARCADIA	FL 34266	637.50
10307 SW LETTUCE LK AVE	151	ARCADIA	FL 34269	687.50
10307 SW LETTUCE LK AVE	151	ARCADIA	FL 34269	245.00
HOMELESS		ARCADIA	FL 34266	650.00
5792 NE CUBITIS	C6	ARCADIA	FL 34266-5603	650.00
1847 NW LIVINGSTON ST		ARCADIA	FL 34266-1607	240.00
1013 E GIBSON ST	120	ARCADIA	FL 342665008	103.65
2511 LUTHER RD		PUNTA GORDA	FL 33983	650.00
4710 NW FLORIDA AVE		ARCADIA	FL 342669520	725.00

22075 FELTON AVE		PORT CHARLOTTE	FL 33952	517.40
503 W OAK ST		ARCADIA	FL 34266	662.50
1275 SE LAKE RD		ARCADIA	FL 34266-8077	240.00
1275 SE LAKE RD		ARCADIA	FL 34266-8077	240.00
3050 SE MONTGOMERY CIR		ARCADIA	FL 34266	649.25
6 PARK PLACE	4	ARCADIA	FL 34266	107.40
2692 NE HIGHWAY 70	145	ARCADIA	FL 34266	245.00
10842 NEWBRIDGE DR		RIVERVIEW	FL 33579	156.90
10111 SW LEVSKY AVE		ARCADIA	FL 34269-4754	240.00
13617 SE HWY 70		ARCADIA	FL 34266-7800	1437.50
1018 NE CANAL AVE		ARCADIA	FL 34266-5530	662.50
440 N LEE AVE		ARCADIA	FL 34266	650.00
2626 NE HWY 70	279	ARCADIA	FL 34266-8369	110.40
2626 NE HWY 70	279	ARCADIA	FL 34266-8369	113.11
2626 NE HWY 70	279	ARCADIA	FL 34266-8369	113.11
2626 NE HWY 70	279	ARCADIA	FL 34266-8369	113.11
2626 NE HWY 70	279	ARCADIA	FL 34266-8369	113.11
15 N JOHNSON AVE		ARCADIA	FL 34266	650.00
7895 NE CUBITIS AVE		ARCADIA	FL 34266	58.48
159 S ORANGE AVE		ARCADIA	FL 34266-3944	213.88
3333 LAKE VIEW BLVD		PORT CHARLOTTE	FL 33948-7745	550.00
				862.50
834 W PINE ST		ARCADIA	FL 34266	253.39
834 W PINE ST		ARCADIA	FL 34266	562.50
1112 SE FIRST AVE		ARCADIA	FL 34266-7452	245.00
1112 SE FIRST AVE		ARCADIA	FL 34266-7452	240.00
920 L E JUNCTION RD		WINCHESTER	KY 40391-7840	100.00
920 L E JUNCTION RD		WINCHESTER	KY 40391-7840	100.00
10385 SW MADISON AVE		ARCADIA	FL 34269	137.90
10586 SW PARK AVE	B	ARCADIA	FL 34269	245.00
5105 NW OAK HILL AVE		ARCADIA	FL 34266-2666	750.00
2539 SW BEARD ST		ARCADIA	FL 34266	637.50
1627 SE HONEYBELL LN		ARCADIA	FL 34266	675.00
1627 SE HONEYBELL LN		ARCADIA	FL 34266	650.00
1627 SE HONEYBELL LN		ARCADIA	FL 34266	637.50
1627 SE HONEYBELL LN		ARCADIA	FL 34266	650.00
1627 SE HONEYBELL LN		ARCADIA	FL 34266	650.00
1627 SE HONEYBELL LN		ARCADIA	FL 34266	253.39
611 N BREVARD AVE		ARCADIA	FL 34266	630.30

2672 NW HAILE DEAN		ARCADIA	FL 34266	801.77
4673 NW ROYAL PALM DR		ARCADIA	FL 34266	934.42
2626 NE HIGHWAY 70	110	ARCADIA	FL 34266	290.00
13617 SE HIGHWAY 70		ARCADIA	FL 34266	1125.00
475 NURSING HOME DR		ARCADIA	FL 342663839	637.50
2626 NE HIGHWAY 70		ARCADIA	FL 34266	675.00
9193 SW HULL AVE		ARCADIA	FL 34266	525.00
10794 DRY RUN ROAD		BEAVER DAMS	NY 14812	300.00
1534 SE 2ND AVE		ARCADIA	FL 34266	550.00
2289 NW WINDY PINE AVE		ARCADIA	FL 34266	612.50
1130 SE FIRST AVE		ARCADIA	FL 34266-7452	650.00
2991 SE NORMAN AVE		ARCADIA	FL 34266	787.50
1024 SW PALM DRIVE		ARCADIA	FL 34266	50.00
9 ROBINSON CT		ARCADIA	FL 34266	650.00
1781 SE SECOND AVE		ARCADIA	FL 34266-7813	637.50
193 NELSON ST		ARCADIA	FL 34266	649.25
6341 SW PENSACOLA AVE		ARCADIA	FL 34266-3858	725.00
1697 SE 1ST AVE		ARCADIA	FL 34266	662.50
2623 SW HWY 17		ARCADIA	FL 34266-8172	662.50
12538 SW KINGSWAY CIR		ARCADIA	FL 34266	662.50
5333 S CRANBERRY BLVD		NORTH PORT	FL 34286	650.00
4962 NW PALMETTO ST		ARCADIA	FL 34266	712.50
217 N ROGER AVE		ARCADIA	FL 34266	275.00
1408 SW FLETCHER ST		ARCADIA	FL 34266	725.00
4991 SE HIGHWAY 31		ARCADIA	FL 34266	712.50
3410 SE COUNTY ROAD 760		ARCADIA	FL 34266	700.00
2175 SE SUAREZ ST	BLDG 13 UNIT 3	ARCADIA	FL 34266-0710	290.00
2725 SE HIGHWAY 70		ARCADIA	FL 34266	124.67
404 W PALMETTO ST		ARCADIA	FL 342663844	280.00
PO BOX 432		FORT OGDEN	FL 34267-0432	240.00
PO BOX 432		FORT OGDEN	FL 34267-0432	240.00
11254 SW WELCH AVE		ARCADIA	FL 34269-6826	145.55
				650.00
3410 SE COUNTY ROAD 760		ARCADIA	FL 34266	240.00
8808 SW LIVERPOOL RD		ARCADIA	FL 34269	850.00
1019 SW HIGHWAY 17		ARCADIA	FL 34266	525.00
2460 SW COUNTY ROAD 760A		ARCADIA	FL 34266	700.00
2460 SW COUNTY ROAD 760A		ARCADIA	FL 34266	687.50
3019 NW 3RD AVE		CAPE CORAL	FL 33990	675.00

600 W GIBSON ST	APT 10	ARCADIA	FL 34266	86.86
600 W GIBSON ST	APT 10	ARCADIA	FL 34266	87.11
11074 SW WELCH AVE		ARCADIA	FL 34269-6780	255.50
3740 11TH AVE SW		NAPLES	FL 34117	915.47
1009 E CYPRESS ST		ARCADIA	FL 34266-9015	173.85
1009 E CYPRESS ST		ARCADIA	FL 34266-9015	290.00
				650.00
47 PARK PLACE		ARCADIA	FL 34266-8636	129.87
47 PARK PLACE		ARCADIA	FL 34266-8636	129.87
47 PARK PLACE		ARCADIA	FL 34266-8636	214.78
13617 SE HIGHWAY 70	DC# W26085	ARCADIA	FL 34266	800.00
1162 SE HANSEL AVE		ARCADIA	FL 34266-7761	649.25
1672 NE ORA AVE		ARCADIA	FL 34266	800.85
9231 SW HULL AVE		ARCADIA	FL 34266	100.00
136 LOWE ST		ARCADIA	FL 34266	687.50
135 N MILLS AVE		ARCADIA	FL 34266-4733	130.93
28 PARK PLACE		ARCADIA	FL 34266-8636	290.00
28 PARK PLACE		ARCADIA	FL 34266-8636	290.00
28 PARK PLACE		ARCADIA	FL 34266-8636	290.00
28 PARK PLACE		ARCADIA	FL 34266-8636	290.00
28 PARK PLACE		ARCADIA	FL 34266-8636	155.00
28 PARK PLACE		ARCADIA	FL 34266-8636	290.00
				744.92
1217 RAINBOW AVE		ARCADIA	FL 34266	498.43
1471 MELSHIRE AVENUE		DELTONA	FL 32738	175.00
PO BOX 126		FORT OGDEN	FL 34267-0126	200.00
3008 SW BOLL WEEVIL RD		ARCADIA	FL 34266-6703	675.00
12577 SW KINGS ROW		LAKE SUZY	FL 34269	290.00
PO BOX 2629		ARCADIA	FL 34265-2629	331.71
4518 NW HIGHWAY 72		ARCADIA	FL 34266	290.00
				744.92
208 E CYPRESS ST		ARCADIA	FL 34266	650.00
208 E CYPRESS ST		ARCADIA	FL 34266	662.50
716 N JOHNSON AVE		ARCADIA	FL 34266	550.00
9735 SMOKY ROW RD		STRAWBERRY PLAINS	TN 37871	108.40
4535 MCINTOSH RD		SARASOTA	FL 34233	675.00
1490 SAN CRISTOBAL AVE	UNIT B2	PUNTA GORDA	FL 33983	775.00
PO BOX 335		FORT OGDEN	FL 34267-0335	837.50
2626 NE HIGHWAY 70	LOT 101	ARCADIA	FL 34266	245.00

13617 SE HIGHWAY 70		ARCADIA	FL 34266-7800	637.50
1149 CONVOY LN		WAUCHULA	FL 33873	240.00
11152 WILMINGTON BLVD		ENGLEWOOD	FL 34224	333.68
11278 SW CRENSHAW AVE	LOT 11	ARCADIA	FL 34269-6405	240.00
9966 SW LEVSKY AVE		ARCADIA	FL 34269-6597	215.00
9966 SW LEVSKY AVE		ARCADIA	FL 34269-6597	215.00
HOMELESS		ARCADIA	FL 34266	650.00
				662.50
16 PARK PLACE EST		ARCADIA	FL 34266	102.95
1538 NW WINDY PINE AVE		ARCADIA	FL 34266-3681	600.00
1539 SE AIRPORT RD		ARCADIA	FL 34266	649.25
1909 SE HARGRAVE ST		ARCADIA	FL 34266	662.50
345 S BON AIR AVE		YOUNGSTOWN	OH 44509	787.50
3076 SWAIN AVE	LOT 1	ARCADIA	FL 34266	650.00
3076 SWAIN AVE	LOT 1	ARCADIA	FL 34266	675.00
1843 SW HENDRY ST		ARCADIA	FL 34266	662.50
200 S PASCO AVE		ARCADIA	FL 34266	130.00
24 N OSCEOLA AVE		ARCADIA	FL 34266	962.50
3010 PASADENA FWY	224	PASADENA	TX 77503-1001	100.52
525 LA GRAVE AVE SE		GRAND RAPIDS	MI 49503	454.80
12116 SW COUNTY ROAD 769		LAKE SUZY	FL 34269-4901	290.00
12116 SW COUNTY ROAD 769		LAKE SUZY	FL 34269-4901	290.00
320 CIRTUS AVE		ARCADIA	FL 34266-3053	675.00
1545 2ND AVE		ARCADIA	FL 34266	550.00
1045 SE NINTH AVE		ARCADIA	FL 34266-7772	662.50
1045 SE NINTH AVE		ARCADIA	FL 34266-7772	550.00
4231 SW LANGFORD ST		ARCADIA	FL 34266	712.50
				820.72
3550 HWY 70		ARCADIA	FL 34266	112.50
1980 SE PEAR DR		ARCADIA	FL 34266	675.00
324 VALDOSTA RD		ARCADIA	FL 34266	100.00
1525 SE PLUM DR		ARCADIA	FL 34266-7475	240.00
1525 SE PLUM DR		ARCADIA	FL 34266-7475	109.90
1525 SE PLUM DR		ARCADIA	FL 34266-7475	113.11
543 WASHINGTON ST		ARCADIA	FL 34266	550.00
15853 LEMACK RD		DADE CITY	FL 33523	286.81
215 E PALMETTO ST		ARCADIA	FL 34266-4316	650.00
545 PALMETTO DR		PORT CHARLOTTE	FL 33952	687.50
1075 SE HARGRAVE ST		ARCADIA	FL 34266	650.00

1423 E GIBSON ST	114	ARCADIA	FL 34266-5060	215.00
1423 E GIBSON ST	114	ARCADIA	FL 34266-5060	215.00
118 N JOHNSON AVE		ARCADIA	FL 34266-3527	650.00
12116 SW COUNTY RD	769 UNIT 68	ARCADIA	FL 34269	725.00
12116 SW COUNTY RD	769 UNIT 68	ARCADIA	FL 34269	712.50
1100 LONE PALM WAY		SAINT CLOUD	FL 34771-7650	962.50
3849 SW DISHONG AVE		ARCADIA	FL 34266-6867	240.00
3849 SW DISHONG AVE		ARCADIA	FL 34266-6867	133.65
3849 SW DISHONG AVE		ARCADIA	FL 34266-6867	133.65
3849 SW DISHONG AVE		ARCADIA	FL 34266-6867	135.65
3849 SW DISHONG AVE		ARCADIA	FL 34266-6867	107.39
3768 NW VALENCIA ST		ARCADIA	FL 34266-5159	115.36
8856 SW RABBIT TRL		ARCADIA	FL 34266	306.55
10307 SW LETTUCE LAKE AV	100	ARCADIA	FL 34269-9533	225.00
10307 SW LETTUCE LAKE AV	100	ARCADIA	FL 34269-9533	235.00
10307 SW LETTUCE LAKE AV	100	ARCADIA	FL 34269-9533	215.00
17777 MARTHA LN		BELLEVILLE	MI 48111	801.77
6360 SW PENSACOLA AVE		ARCADIA	FL 34266	725.00
11701 SW PINE AVE		ARCADIA	FL 34269	133.40
306 FITZHUGH AVE		PUNTA GORDA	FL 33950-4509	845.40
PO BOX 65		NOCATEE	FL 34268-0065	712.50
6162 SW SABLE AVE		ARCADIA	FL 34266	737.50
PO BOX 65		NOCATEE	FL 34268-0065	623.27
PO BOX 65		NOCATEE	FL 34268-0065	662.50
1913 SE COUNTY ROAD 760A		ARCADIA	FL 34266	647.66
11370 SE HERBERT AVE		ARCADIA	FL 342663235	25.59
11370 SE HERBERT AVE		ARCADIA	FL 342663235	25.59
9144 SE HOTH RD		ARCADIA	FL 34266-7711	787.50
3508 SE MONTGOMERY CIRCL		ARCADIA	FL 34266-3131	127.14
13617 SE HIGHWAY 70		ARCADIA	FL 34266	800.00
				763.87
11220 SW CEDAR AVE		ARCADIA	FL 34269	737.50
11220 SW CEDAR AVE		ARCADIA	FL 34269	737.50
7110 SW OGDEN ACRES RD		ARCADIA	FL 34269	240.00
2483 NW OWENS AVE		ARCADIA	FL 34266-8285	612.50
2278 SW LOIS AVE		ARCADIA	FL 342666464	90.89
2696 SW COUNTY ROAD 760A		ARCADIA	FL 34266-2506	712.50
142 S MANATEE AVE		ARCADIA	FL 34266	650.00
8644 SW REESE ST		ARCADIA	FL 34269	787.50

8644 SW REESE ST		ARCADIA	FL 34269	800.00
7559 EBSON DR		FORT MYERS	FL 33917	675.00
196 BRIDLE PATH		ARCADIA	FL 34266	106.40
196 BRIDLE PATH		ARCADIA	FL 34266	215.00
196 BRIDLE PATH		ARCADIA	FL 34266	215.00
196 BRIDLE PATH		ARCADIA	FL 34266	215.00
4615 NW HIGHLAND ST		ARCADIA	FL 34266-5422	245.00
6747 SW MIAMI AVE		ARCADIA	FL 34266	1086.02
9676 SW HULL AVE		ARCADIA	FL 34269-7160	787.50
2080 CYPRESS ST		ARCADIA	FL 34266	782.82
96 BLUE JAY RD		MONTICELLO	FL 32344	290.00
2626 NE HIGHWAY 70		ARCADIA	FL 34266	240.00
2626 NE HIGHWAY 70		ARCADIA	FL 34266	240.00
985 S ORANGE AVE		ARCADIA	FL 34266	662.50
3025 TROEHLER RD		SPRINGFIELD	OH 45505	1635.57
1013 E GIBSON ST		ARCADIA	FL 342665008	240.00
420 N VOLUSIA AVE		ARCADIA	FL 34266-4514	737.50
6446 NE THOMAS DR		ARCADIA	FL 34266	700.00
1201 SW HARLEM CIR		ARCADIA	FL 34266	562.50
156 N HILLSBOROUGH AVE		ARCADIA	FL 34266	637.50
1205 N KENTUCKY ST		PLANT CITY	FL 33563	107.50
834 S MONROE AVE	1	ARCADIA	FL 342667747	107.40
5936 OLD RANCH RD		SARASOTA	FL 34241	320.26
2652 SE POINTER AVE		ARCADIA	FL 34266	687.50
4731 NE MERCER ST		ARCADIA	FL 34266-4147	950.00
4731 NE MERCER ST		ARCADIA	FL 34266-4147	750.00
8394 SW LIVERPOOL RD		ARCADIA	FL 34269	290.00
108 POTTER AVE		ARCADIA	FL 34266-8864	240.00
108 POTTER AVE		ARCADIA	FL 34266-8864	240.00
108 POTTER AVE		ARCADIA	FL 34266-8864	240.00
108 POTTER AVE		ARCADIA	FL 34266-8864	240.00
1045 SE FIRST AVE		ARCADIA	FL 34266-7451	290.00
1045 SE FIRST AVE		ARCADIA	FL 34266-7451	290.00
108 POTTER AVE		ARCADIA	FL 34266-8864	240.00
7895 NE CUBITIS AVE		ARCADIA	FL 34266-5702	124.79
14491 CATALINA CIR		SEMINOLE	FL 33776-1126	198.75
107 52ND AVENUE DR E		BRADENTON	FL 34203-4717	215.00
467 COOLIDGE AVE NE		LAKE PLACID	FL 33852	675.00
1067 SE OLIVE ST		ARCADIA	FL 34266	650.00

1067 SE OLIVE ST		ARCADIA	FL 34266	650.00
1304 FIRST AVE		ARCADIA	FL 34266-7236	675.00
704 E MAPLE ST		ARCADIA	FL 34266	550.00
2247 SE SUAREZ ST	2	ARCADIA	FL 34266	232.10
204 OAK RIDGE DR		ARCADIA	FL 34266	253.44
5491 SW PROVAU AVE		ARCADIA	FL 34266	118.90
4997 W 72ND ST		FREMONT	MI 49412	50.00
6066 SW SABLE AVE		ARCADIA	FL 34266	100.00
6066 SW SABLE AVE		ARCADIA	FL 34266	100.00
28968 SMUGGLERS LN		PUNTA GORDA	FL 33982	700.00
1340 SE THIRD AVE		ARCADIA	FL 34266	562.50
1683 NE VOSS OAKS CIR		ARCADIA	FL 34266	662.50
500 MADISON AVE		ARCADIA	FL 34266	662.50
1211 SW HARLEM CIRCLE		ARCADIA	FL 34266	862.50
10850 SW KISSIMMIE		ARCADIA	FL 34266	1069.70
12116 SW COUNTY ROAD 769		LAKE SUZY	FL 34269-4901	121.65
5344 SW WELLES AVE		ARCADIA	FL 34266	245.00
6405 SE PINE ISLAND RD		ARCADIA	FL 34266-3162	342.21
6405 SE PINE ISLAND RD		ARCADIA	FL 34266-3162	104.86
6405 SE PINE ISLAND RD		ARCADIA	FL 34266-3162	136.11
3804 N 57TH ST		TAMPA	FL 33619	587.50
309 N 13TH AVE		ARCADIA	FL 34266-8941	240.00
309 N 13TH AVE		ARCADIA	FL 34266-8941	290.00
1505 2ND AVE		ARCADIA	FL 34266	662.50
720 HARRIS RD		ARCADIA	FL 34266	662.50
26 W OAK ST		ARCADIA	FL 34266	650.00
15 W HICKORY ST		ARCADIA	FL 34266-3962	650.00
315 FL 62	UNIT D206	BOWLING GREEN	FL 33834	775.00
1013 E GIBSON ST		ARCADIA	FL 342665008	637.50
703 E MAPLE ST		ARCADIA	FL 34266-4920	245.00
703 E MAPLE ST		ARCADIA	FL 34266-4920	215.00
418 LA SOLONA AVE		ARCADIA	FL 34266	104.40
848 PO BOX		SARASOTA	FL 34230	126.36
848 PO BOX		SARASOTA	FL 34230	275.00
134 BRIDLE PATH		ARCADIA	FL 34266	105.32
134 BRIDLE PATH		ARCADIA	FL 34266	234.41
2626 NE HIGHWAY 70	LOT 218	ARCADIA	FL 34266	155.00
2626 NE HIGHWAY 70	LOT 218	ARCADIA	FL 34266	155.00
2725 SE HWY 70		ARCADIA	FL 34266	650.00

2725 SE HWY 70		ARCADIA	FL 34266	675.00
2725 SE HWY 70		ARCADIA	FL 34266	662.50
2725 SE HWY 70		ARCADIA	FL 34266	662.50
113 ELAINE DR		AUBURNDALE	FL 33823-3027	662.50
2725 SE HWY 70		ARCADIA	FL 34266	562.50
2725 SE HWY 70		ARCADIA	FL 34266	662.50
2725 SE HWY 70		ARCADIA	FL 34266	662.50
				650.00
2319 SE SUAREZ ST	UNIT 1	ARCADIA	FL 34266	111.15
1985 SE DELAWARE CT		ARCADIA	FL 34266	662.50
				650.00
1840 SE SECOND AVE		ARCADIA	FL 34266	662.50
1167 SW HIBISCUS DR		ARCADIA	FL 34266-4212	662.50
				650.00
				850.00
1650 SE HARGRAVE ST		ARCADIA	FL 34266	662.50
502 S BREVARD AVE		ARCADIA	FL 34266	550.00
1496 SE THIRD AVE		ARCADIA	FL 34266-7541	687.50
2597 SW LOIS AVE		ARCADIA	FL 34266	562.50
9 SOUTH ALABAMA AVENUE		ARCADIA	FL 34266	763.87
11254 SW WELCH AVE		ARCADIA	FL 34269-6826	125.86
2875 SE TIMBER DR		ARCADIA	FL 34266	787.50
2496 GOBBLE LANE		ZOLFO SPRINGS	FL 33890	213.88
1173 SW MARTHA ST		ARCADIA	FL 34266-6772	290.00
1541 W 15TH ST		WEST PALM BEACH	FL 33404	562.50
16 S 12TH AVE	29	ARCADIA	FL 34266	649.25
2848 SE NORMAN AVE		ARCADIA	FL 34266-7390	268.13
14505 CONSTITUTION WAY		N FT MYERS	FL 33917-9026	637.50
14505 CONSTITUTION WAY		N FT MYERS	FL 33917-9026	675.00
13319 CARIBBEAN BLVD		FORT MYERS	FL 33905	124.67
9676 SW HULL AVE		ARCADIA	FL 34269	800.00
PO BOX 68		NOCATEE	FL 34268	712.50
5529 WISHING STAR LN		GREENACRES	FL 33463	735.32
133 LOWE ST		ARCADIA	FL 34266	662.50
25 DOWNING ST		GROVE CITY	FL 342248930	240.00
2516 SE CARASELLA CT		ARCADIA	FL 34266-7986	650.00
26 N JOHNSON AVE		ARCADIA	FL 34266	245.00
PO BOX 550		FORT OGDEN	FL 34267	787.50
10800 EVANS RD	C12217	POLK CITY	FL 33868	675.00

1674 SW HARLEM CIR		ARCADIA	FL 34266	290.00
1674 SW HARLEM CIR		ARCADIA	FL 34266	290.00
1674 SW HARLEM CIRCLE		ARCADIA	FL 34266	109.40
1306 NW WINDY PINE AVE		ARCADIA	FL 34266	132.50
6615 US 19 N		TERRA CEIA	FL 34250	662.50
6192 SW SABLE AVE		ARCADIA	FL 34266	124.65
4810 NW HIGHWAY 72	158	ARCADIA	FL 34266-9323	290.00
321 COLUMBIA STREET		ARCADIA	FL 34266	275.00
1947 ROCARDO AVE		FORT MYERS	FL 33901	630.30
PO BOX 1682		ARCADIA	FL 34265-1682	109.34
600 W GIBSON ST	41	ARCADIA	FL 34266-4168	90.84
122 N MONROE AVE		ARCADIA	FL 34266	650.00
1442 SW GROSS DR		ARCADIA	FL 34266-8507	687.50
4962 NW COUNTY ROAD 661		ARCADIA	FL 34266	700.00
2552 NE TURNER AVE		ARCADIA	FL 34266	240.00
2727 SW BOLL WEEVIL RD		ARCADIA	FL 34266-6730	115.76
2727 SW BOLL WEEVIL RD		ARCADIA	FL 34266-6730	135.11
2727 SW BOLL WEEVIL RD		ARCADIA	FL 34266-6730	50.00
2727 SW BOLL WEEVIL RD		ARCADIA	FL 34266-6730	107.37
6542 SW PENSACOLA AVE		ARCADIA	FL 34266	725.00
HOMELESS		ARCADIA	FL 34266	650.00
1308 NE LEISURE AVE		ARCADIA	FL 34266	650.00
7 STIRRUP WAY		ARCADIA	FL 34266	388.16
11673 SW SPRING LAKE DR		ARCADIA	FL 34269	290.00
2077 SW POYDRAS AVE		ARCADIA	FL 34266-3838	562.50
2250 NE ROAN ST		ARCADIA	FL 34266	650.00
				668.20
5553 BELROSE ST		LEHIGH ACRES	FL 33971	725.00
1432 NW MAGNOLIA TERRACE		ARCADIA	FL 34266	587.50
2042 VENICE AVE N		LEHIGH ACRES	FL 33971	306.25
1371 SE 4TH AVE		ARCADIA	FL 34266	662.50
1308 GLEASON PKWY		CAPE CORAL	FL 33914	637.50
2626 NE HIGHWAY 70	252	ARCADIA	FL 34266	568.27
1123 SE FIFTH AVE		ARCADIA	FL 34266	393.58
1123 SE FIFTH AVE		ARCADIA	FL 34266	124.67
1123 SE FIFTH AVE		ARCADIA	FL 34266	650.00
1123 SE FIFTH AVE		ARCADIA	FL 34266	662.50
611 N BREVARD AVE		ARCADIA	FL 34266	1768.22
1677 SE CARNAHAN AVE		ARCADIA	FL 34266-8625	801.77

1861 SE DESOTO LANDING		ARCADIA	FL 34266	662.50
133 S SUMTER AVE		ARCADIA	FL 34266	950.00
3294 ATWATER DR		NORTH PORT	FL 34288-8302	115.01
				550.00
408 HILLSBOROUGH AVE		ARCADIA	FL 34266	12.50
10307 SW LETTUCE LAKE AV	41	ARCADIA	FL 34269	290.00
10307 SW LETTUCE LAKE AV	41	ARCADIA	FL 34269	290.00
10307 SW LETTUCE LAKE AV	43	ARCADIA	FL 34269	245.00
10307 SW LETTUCE LAKE AV	43	ARCADIA	FL 34269	245.00
10307 SW LETTUCE LAKE AV	43	ARCADIA	FL 34269	245.00
10307 SW LETTUCE LAKE AV	43	ARCADIA	FL 34269	245.00
10307 SW LETTUCE LAKE AV	43	ARCADIA	FL 34269	245.00
				1126.55
4932 SE APACHE DR		ARCADIA	FL 34266	290.00
2881 NW FOURTH ST		OCALA	FL 34475	650.00
720 N MILLS AVE		ARCADIA	FL 34266	662.50
819 S BELLEVIEW ST		AMARILLO	TX 79106	812.50
P O BOX 2835		ARCADIA	FL 34265	318.75
6397 SW SHORES AVE		ARCADIA	FL 34266	725.00
1758 NW PINE CREEK AVE		ARCADIA	FL 34266-5468	290.00
1758 NW PINE CREEK AVE		ARCADIA	FL 34266-5468	290.00
1758 NW PINE CREEK AVE		ARCADIA	FL 34266-5468	290.00
1758 NW PINE CREEK AVE		ARCADIA	FL 34266-5468	290.00
1758 NW PINE CREEK AVE		ARCADIA	FL 34266-5468	290.00
1758 NW PINE CREEK AVE		ARCADIA	FL 34266-5468	290.00
1758 NW PINE CREEK AVE		ARCADIA	FL 34266-5468	280.00
5905 NE CUBITIS AVE	65	ARCADIA	FL 34266	245.00
				862.50
1497 SE THIRD AVE		ARCADIA	FL 34266-7542	662.50
23332 ALTMAN AVE		PUNTA GORDA	FL 33980	1029.17
6499 NE HIGHWAY 70		ARCADIA	FL 34266	637.50
5905 NE CUBITIS	24	ARCADIA	FL 34266-5937	232.50
5052 NE COUNTY ROAD 660		ARCADIA	FL 34266-4782	120.44
5052 NE COUNTY ROAD 660		ARCADIA	FL 34266-4782	120.44
2725 SE HIGHWAY 70		ARCADIA	FL 34266-5665	132.50
2725 SE HIGHWAY 70		ARCADIA	FL 34266-5665	1225.00
				650.00
62005 SABLE ST		ARCADIA	FL 34266	725.00
PO BOX 2991		ARCADIA	FL 342652991	575.00

2402 SE POINTER AVE		ARCADIA	FL 34266-7822	240.00
915 W IMOGENE ST		ARCADIA	FL 34266-3551	650.00
2659 SE FRANK J. DEWANE		ARCADIA	FL 34266	675.00
11518 SW GLENADINE ST		ARCADIA	FL 34269	100.00
6837 NE CUBITIS AVE		ARCADIA	FL 34266	140.55
20017 SANCRAFT AVE		PORT CHARLOTTE	FL 33954	472.75
11163 SW CRENSHAW AVE		ARCADIA	FL 34269	131.31
12865 SW HIGHWAY 17	225	ARCADIA	FL 34269	250.00
1525 TRUVAL TER		PORT CHARLOTTE	FL 33952-2722	144.11
1316 SE CARNAHAN AVE		ARCADIA	FL 34266	650.00
319 VALDOSTA RD		ARCADIA	FL 34266-8824	215.00
7332 HUNTERS GREENE CIR		LAKELAND	FL 33810	662.50
1461 NW EUCALYPTUS AVE		ARCADIA	FL 34266-8245	389.80
4846 SE AIRPORT RD		ARCADIA	FL 34266	290.00
1025 SE MILLS AVE		ARCADIA	FL 34266	550.00
2685 SE RICE ST		ARCADIA	FL 34266	150.00
4717 SE WHEAT AVE		ARCADIA	FL 34266	215.00
330 S DADE AVE		ARCADIA	FL 34266	240.00
316 CITRUS AVE		ARCADIA	FL 34266	662.50
3018 NW COUNTY ROAD 661		ARCADIA	FL 34266-8398	200.00
3018 NW COUNTY ROAD 661		ARCADIA	FL 34266-8398	100.00
3018 NW COUNTY ROAD 661		ARCADIA	FL 34266-8398	100.00
2720 NW PINE CREEK AVE		ARCADIA	FL 34266	121.40
1128 SW GOLDEN AVE		ARCADIA	FL 34266-4248	377.60
4980 NW ROYAL PALM DR		ARCADIA	FL 34266-5187	245.00
218 MACON RD		ARCADIA	FL 34266	650.00
9905 NE HWY 17		ARCADIA	FL 34266-5821	290.00
9905 NE HWY 17		ARCADIA	FL 34266-5821	290.00
9905 NE HWY 17		ARCADIA	FL 34266-5821	290.00
9905 NE HWY 17		ARCADIA	FL 34266-5821	290.00
1072 SW PRINCE TER		ARCADIA	FL 34266-4266	662.50
1072 SW PRINCE TER		ARCADIA	FL 34266-4266	575.00
1072 SW PRINCE TER		ARCADIA	FL 34266-4266	662.50
1072 SW PRINCE TER		ARCADIA	FL 34266-4266	662.50
PO BOX 110		ARCADIA	FL 34265-0110	240.00
6001 AQUAMARINE PEAK DR		BAKERSFIELD	CA 93313	725.00
1021 N BREVARD AVE		ARCADIA	FL 34266	102.65
1021 N BREVARD AVE		ARCADIA	FL 34266	102.65
3954 SW ARMADILLO TRL		ARCADIA	FL 34266	725.05

1183 BETHANY TPKE		HONESDALE	PA 18431	750.00
1183 BETHANY TPKE		HONESDALE	PA 18431	486.06
4991 NW LOCUST ST		ARCADIA	FL 34266	650.00
10307 SW LETTUCE LAKE AV		ARCADIA	FL 34269	426.10
4337 SW 9TH PL		CAPE CORAL	FL 33914-5739	189.45
57 RAMBLEWOOD DR		PALM COAST	FL 32164-5009	1559.77
618 W HICKORY ST		ARCADIA	FL 34266	550.00
2676 SW TERRELL ST		ARCADIA	FL 34266	135.11
3846 HAYBURN ST		FORT MYERS	FL 33905	744.92
1210 NW PINE CREEK AVE		ARCADIA	FL 34266	1125.00
10038 SW COUNTY ROAD 769		ARCADIA	FL 34269	203.01
11010 HYACINTH PLACE		BRADENTON	FL 34202	763.87
				662.50
2998 NW HIGHWAY 70		ARCADIA	FL 34266	912.50
PO BOX 432		FORT OGDEN	FL 34267-0432	100.00
714 N MANATEE AVE	4	ARCADIA	FL 34266-4055	122.75
714 N MANATEE AVE	4	ARCADIA	FL 34266-4055	117.71
8145 SW BARBARA DR		ARCADIA	FL 34269-6967	245.00
9980 SW KISSIMMEE RD		ARCADIA	FL 34269-6940	133.40
9980 SW KISSIMMEE RD		ARCADIA	FL 34269-6940	120.02
11086 SE CR 763		ARCADIA	FL 34266	245.00
12865 SW HIGHWAY 17		ARCADIA	FL 34269	13.14
810 S ORANGE AVE		ARCADIA	FL 34266	650.00
1837 SW HARLEM		ARCADIA	FL 34266	393.58
				744.92
5561 SW SHORES AVE		ARCADIA	FL 34266-6807	118.40
8644 SW REESE ST	144	ARCADIA	FL 34269	25.00
2922 NW PINECREEK AVE		ARCADIA	FL 34266-8220	737.50
2552 NE TURNER AVE	5	ARCADIA	FL 34266	650.00
2552 NE TURNER AVE	57	ARCADIA	FL 34266	235.00
2552 NE TURNER AVE	57	ARCADIA	FL 34266	235.00
7710 NW JERRY TERRACE		ARCADIA	FL 34266	290.00
7710 NW JERRY TERRACE		ARCADIA	FL 34266	290.00
3550 NE HWY 70 E		ARCADIA	FL 34266	275.00
11163 SW AGNES ST		ARCADIA	FL 34269-9221	240.00
2552 NE TURNER AVE	24	ARCADIA	FL 34266-5411	290.00
PO BOX 703		ARCADIA	FL 342650703	925.00
PO BOX 656		NOCATEE	FL 34268-0656	326.84
2563 SW ANGUS ST		ARCADIA	FL 34266-6969	725.00

18487 YARBOROUGH AVE		PORT CHARLOTTE	FL 33948	649.25
8735 NW HIGHWAY 70		ARCADIA	FL 34266	1112.50
PO BOX 508		NOCATEE	FL 34268-0508	324.71
11255 SW CRENSHAW AVE		ARCADIA	FL 34269-6562	240.00
8204 NW 165TH ST		HIALEAH	FL 33016	446.85
1092 SW HILLSBOROUGH AVE		ARCADIA	FL 34266	132.20
27324 CHINQUAPIN DR		PUNTA GORDA	FL 33955	1635.57
709 N 17TH AVE	D1	ARCADIA	FL 34266-5005	300.95
2534 SW LOUIS AVE		ARCADIA	FL 34266	933.50
13049 SW PEMBROKE CIRCLE		ARCADIA	FL 34269	290.00
6193 SW SHORES AVE		ARCADIA	FL 34266	737.50
2331 SE MOONEY DR		ARCADIA	FL 34266-7931	575.00
159 S ORANGE AVE		ARCADIA	FL 34266	367.26
14611 VINE ST		BRIGHTON	CO 80602	838.75
1450 E GIBSON ST	26	ARCADIA	FL 34266	121.19
				782.82
2046 SW GATOR TRL		ARCADIA	FL 34266	712.50
2701 STARLITE LN		PORT CHARLOTTE	FL 33952	11.08
1650 SE HARGRAVE ST	5207	ARCADIA	FL 34266	662.50
1650 SE HARGRAVE ST	5207	ARCADIA	FL 34266	637.50
11721 SW SPRING LAKE DR		ARCADIA	FL 34269	725.00
15354 SPRING LAKE AVE		BAYTOWN	TX 77523-2328	290.00
2279 SE PIPER ST		ARCADIA	FL 34266	725.05
1300 NE OAK ST		ARCADIA	FL 34266	606.25
				934.42
1438 NW MAGNOLIA TER		ARCADIA	FL 34266	700.00
43 NORTHWOOD TER		WILLIAMSTOWN	WV 26187	240.00
401 SUNSET AVE		ARCADIA	FL 34266	662.50
4865 NW DILL RD		ARCADIA	FL 34266-5403	780.72
4530 NE MASTERS AVE		ARCADIA	FL 34266	290.00
930 S MONROE AVE		ARCADIA	FL 34266-7775	94.77
930 S MONROE AVE		ARCADIA	FL 34266-7775	111.90
29068 BOYCE RD		PUNTA GORDA	FL 339828343	862.50
4307 MAVERICK ST		NORTH PORT	FL 34288	120.52
1420 MARION AVE		FLORENCE	SC 29505-2607	662.50
107 MCKINLEY AVE		ARCADIA	FL 34266	290.00
107 MCKINLEY AVE		ARCADIA	FL 34266	290.00
107 MCKINLEY AVE		ARCADIA	FL 34266	290.00
2207 SW STROUD ST		ARCADIA	FL 34266-3428	564.89

2207 SW STROUD ST		ARCADIA	FL 34266-3428	222.11
2207 SW STROUD ST		ARCADIA	FL 34266-3428	225.59
2207 SW STROUD ST		ARCADIA	FL 34266-3428	176.95
2207 SW STROUD ST		ARCADIA	FL 34266-3428	118.27
1790 W HARLEM CIR		ARCADIA	FL 34266	562.50
1305 SE SECOND AVE		ARCADIA	FL 34266	650.00
3751 SE BROWN RD		ARCADIA	FL 34266	401.57
PO BOX 1713		LAKE PLACID	FL 33862-1713	588.01
2538 SW DAYTONA ST		ARCADIA	FL 342666927	190.00
4810 NW HIGH WAY		ARCADIA	FL 34266	700.00
1231 SE LAKE RD		ARCADIA	FL 34266	662.50
2528 NW PINE WOOD AVE		ARCADIA	FL 34266	290.00
519 S BREVARD AVE		ARCADIA	FL 34266	650.00
1107 SE HARGRAVE ST		ARCADIA	FL 34266	782.82
2289 NW PINE BLUFF AVE		ARCADIA	FL 34266-5221	725.00
2289 NW PINE BLUFF AVE		ARCADIA	FL 34266-5221	825.00
2289 NW PINE BLUFF AVE		ARCADIA	FL 34266-5221	712.50
3550 NE HIGHWAY 70	132	ARCADIA	FL 34266-5983	240.00
1703 E OAK ST		ARCADIA	FL 34266	245.00
10481 SE FOSTER AVE		ARCADIA	FL 34266-7265	650.00
1505 SE SECOND AVE		ARCADIA	FL 34266	562.50
11644 SW EGRET CIR	1502	LAKE SUZY	FL 34269-8711	240.00
				649.25
156 N HILLSBOROUGH AVE		ARCADIA	FL 34266	550.00
26 PARK PLACE		ARCADIA	FL 34266	562.50
214 N MANATEE AVE		ARCADIA	FL 34266-3720	750.00
11278 SW CRENSHAW AVE		ARCADIA	FL 34269	737.50
73 COLORADO AVE		ARCADIA	FL 34266-4206	215.00
3550 NE HIGHWAY 70		ARCADIA	FL 34266	290.00
2910 CHEROKEE RD		ATHENS	GA 30605	650.00
86 MAINE ST		ARCADIA	FL 34266-4251	240.00
3097 SW SWAIN AVE		ARCADIA	FL 34266	700.00
5857 SW HIGHWAY 17		ARCADIA	FL 34266	725.00
1795 SW HARLEM CIR		ARCADIA	FL 34266	155.00
431 SPRING AVE		ARCADIA	FL 34266	111.68
214 N DESOTO AVE		ARCADIA	FL 34266-4413	550.00
214 N DESOTO AVE		ARCADIA	FL 34266-4413	637.50
7172 NE CUBITIS AVE		ARCADIA	FL 34266-5708	245.00
				744.92

1961 SW HENDRY ST		ARCADIA	FL 34266	155.00
1934 SE HERON COVE		ARCADIA	FL 34266	650.00
145 S VOLUSIA AVE		ARCADIA	FL 342664323	290.00
3614 N GARRISON ST		TAMPA	FL 33619-1544	491.07
PO BOX 2587		ARCADIA	FL 34265	801.77
PO BOX 2587		ARCADIA	FL 34265	700.00
1514 SW HARLEM CIRCLE		ARCADIA	FL 34266-2502	100.00
1514 SW HARLEM CIRCLE		ARCADIA	FL 34266-2502	317.21
7442 SW COLLINS ST		ARCADIA	FL 34266	134.15
12144 SW EGRET CIR	202	LAKE SUZY	FL 34269	625.00
2692 NE HIGHWAY 70	LOT 17	ARCADIA	FL 34266	525.00
11369 SW LEMON AVE		ARCADIA	FL 34269	650.00
11519 SW ORANGE AVE		ARCADIA	FL 34269	333.68
1013 E GIBSON ST		ARCADIA	FL 342665008	100.00
1013 E GIBSON ST		ARCADIA	FL 342665008	100.00
11089 SW CRENSHAW AVE	4	ARCADIA	FL 342697129	124.65
223 BRIDAL PATH		ARCADIA	FL 34266	264.40
600 W GIBSON ST	APT 30	ARCADIA	FL 342664165	245.00
6559 ROYAL PALM BEACH BL		WEST PALM BEACH	FL 33412-1859	801.77
1113 SE 6TH AVE		ARCADIA	FL 34266	650.00
4810 NW HWY 72 LOT 211		ARCADIA	FL 34266-9325	245.00
4810 NW HWY 72 LOT 211		ARCADIA	FL 34266-9325	245.00
4810 NW HWY 72 LOT 211		ARCADIA	FL 34266-9325	102.84
2018 B NW RICHARD AVE		ARCADIA	FL 34266	290.00
413 1/2 W PINE ST		ARCADIA	FL 34266	145.02
1300 NE OAK ST	UNIT 2-105	ARCADIA	FL 34266	763.87
13617 SE HIGHWAY 70		ARCADIA	FL 34266	850.00
714 OHARA DR		ARCADIA	FL 34266	245.00
1557 SW SKATES ST		ARCADIA	FL 34266	687.50
1634 NW EUCALYPTUS AVE		ARCADIA	FL 34266	737.50
8347 SW HORSE CREEK RD		ARCADIA	FL 34266	165.47
1501 SE PEAR DR	B	ARCADIA	FL 34266	245.00
13619 SE HIGHWAY 70		ARCADIA	FL 34266	812.50
607 E HICKORY ST		ARCADIA	FL 34266	662.50
607 E HICKORY ST		ARCADIA	FL 34266	562.50
1683 SW BRANNAN DR		ARCADIA	FL 34266	240.00
1683 SW BRANNAN DR		ARCADIA	FL 34266	240.00
7566 SE STEWART TER		ARCADIA	FL 34266-3283	750.00
83 PARK PLACE		ARCADIA	FL 34266	662.50

110 W MAIN ST	4	HYANNIS	MA 2601	712.50
1615 SW HARLEM CIRCLE		ARCADIA	FL 34266-6533	290.00
209 N 10TH AVE		ARCADIA	FL 34266-8945	650.00
8374 SW REESE ST		ARCADIA	FL 34269	118.52
8374 SW REESE ST		ARCADIA	FL 34269	135.15
808 WALDRON ST		ARCADIA	FL 34266	105.65
2808 NW FOREST TOWER RD		ARCADIA	FL 34266-8137	105.00
1225 SE OHIO AVE		ARCADIA	FL 34266-7621	240.00
1231 SE VERMONT		ARCADIA	FL 34266-7661	687.15
7481 SW ENVIRON. LAB ST		ARCADIA	FL 34266-6627	240.00
6058 SE NICHOLS ST		ARCADIA	FL 34266	912.50
4599 NW HIGHWAY 70		ARCADIA	FL 34266-5441	962.50
1650 SE HARGRAVE ST	2107	ARCADIA	FL 34266	124.67
1650 SE HARGRAVE ST	2107	ARCADIA	FL 34266	393.58
1650 SE HARGRAVE ST	2107	ARCADIA	FL 34266	124.67
16 TEXAS AVE		ARCADIA	FL 34266-4241	675.00
600 W GIBSON ST	41	ARCADIA	FL 34266	104.90
600 W GIBSON ST	41	ARCADIA	FL 34266	107.36
303 N 16TH AVE		ARCADIA	FL 34266	662.50
1473 SW HARLEM CIR		ARCADIA	FL 34266-3824	290.00
720 HARRIS RD		ARCADIA	FL 34266-8738	562.50
709 N 17TH AVE	D2	ARCADIA	FL 34266	637.50
1463 NW MAGNOLIA TER		ARCADIA	FL 342663653	290.00
1463 NW MAGNOLIA TER		ARCADIA	FL 342663653	290.00
1449 SE PEAR DR		ARCADIA	FL 34266	675.00
1524 NE CHILDRESS AVE		ARCADIA	FL 34266	650.00
1524 NE CHILDRESS AVE		ARCADIA	FL 34266	650.00
1524 NE CHILDRESS AVE		ARCADIA	FL 34266	662.50
1524 NE CHILDRESS AVE		ARCADIA	FL 34266	650.00
1524 NE CHILDRESS AVE		ARCADIA	FL 34266	662.50
1524 NE CHILDRESS AVE		ARCADIA	FL 34266	637.50
1524 NE CHILDRESS AVE		ARCADIA	FL 34266	662.50
3079 PONTE MORINO DR	113	CAMERON PARK	CA 95682-7440	140.15
3079 PONTE MORINO DR	113	CAMERON PARK	CA 95682-7440	139.90
1634 NW EUCALYPTUS AVE		ARCADIA	FL 34266-5292	737.50
1634 NW EUCALYPTUS AVE		ARCADIA	FL 34266-5292	662.50
11316 SW PRIMROSE DR		ARCADIA	FL 34269	862.50
11316 SW PRIMROSE DR		ARCADIA	FL 34269	130.90
303 N VOLUSIA AVE		ARCADIA	FL 34266	124.67

303 N VOLUSIA AVE		ARCADIA	FL 34266	124.67
13617 SE HIGHWAY 70		ARCADIA	FL 34266	637.50
429 W PINE ST		ARCADIA	FL 34266-3741	650.00
4386 STAIRWAY AVE		NORTH PORT	FL 34288-2856	118.23
				650.00
8735 NW HIGHWAY 70		ARCADIA	FL 34266	7.25
8735 NW HIGHWAY 70		ARCADIA	FL 34266	25.25
8735 NW HIGHWAY 70		ARCADIA	FL 34266	650.00
8735 NW HIGHWAY 70		ARCADIA	FL 34266	537.50
8735 NW HIGHWAY 70		ARCADIA	FL 34266	700.00
8735 NW HIGHWAY 70		ARCADIA	FL 34266	750.00
PO BOX 874		NOCATEE	FL 34268-0874	662.50
PO BOX 874		NOCATEE	FL 34268-0874	662.50
12274 SW EGRET CIR	APT 1904	ARCADIA	FL 34266	1562.50
1113 SE SECOND AVE		ARCADIA	FL 34266	662.50
4626 SHILOH RD		WILLARD	NC 28478	275.00
1211 SW GOLDEN AVE		ARCADIA	FL 34266	240.00
134 BRIDLE PATH		ARCADIA	FL 34266	550.00
146 LOWE ST		ARCADIA	FL 34266	650.00
1847 NE FIVEASH ST		ARCADIA	FL 34266	50.00
2207 SE ENT CIRCLE		ARCADIA	FL 34266	1581.35
2207 SE ENT CIRCLE		ARCADIA	FL 34266	662.50
2207 SE ENT CIRCLE		ARCADIA	FL 34266	650.00

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03/21/2025	0.00
11/13/2024	0.00
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06/24/2025	0.00
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01/15/2025	0.00
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11/14/2024	0.00
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03/25/2025	0.00
07/21/2025	0.00

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09/30/2025	0.00
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190.00
290.00
662.50
637.50
537.50
245.00
245.00
245.00

	245.00
	245.00
	245.00
	245.00
	317.93
	650.00
	550.00
	335.51
	335.51
	152.51
07/17/2025	290.00
	675.00
	600.00
	1597.67
	190.00
	190.00
	133.43
	234.37
	250.00
09/03/2025	0.00
	33.56
	649.25
	675.00
	537.50
	550.00
	562.50
08/22/2025	0.00
	662.50
	850.00
	247.09
	662.50
12/16/2024	0.00
	662.50
	987.50
	662.50
	675.00
	775.00
	775.00
	650.00

	245.00
	245.00
	675.00
	662.50
	912.50
	121.78
	290.00
	763.87
	896.52
	837.50
	762.50
	762.50
	575.00
	110.24
	662.50
	712.50
05/23/2025	253.39
	858.62
	156.56
	744.92
	550.00
	675.00
	662.50
	650.00
	687.50
	155.00
	562.50
	550.00
09/09/2025	0.00
09/09/2025	0.00
	240.00
	240.00
	265.00
	265.00
	145.16
	650.00
	51.16
	51.41
	650.00

	1142.87
	675.00
	550.00
	1250.00
	650.00
	650.00
	159.47
	159.47
	159.47
	166.43
	117.71
	240.00
	240.00
	215.00
	290.00
	290.00
	600.00
	636.39
	200.00
	637.50
	121.19
	630.30
	562.50
07/25/2025	409.39
07/25/2025	409.39
09/30/2025	113.18
	97.70
	637.50
	675.00
	525.00
	650.00
	787.50
	1362.50
	275.00
	259.12
	270.59
	121.53
	107.36
	275.00

	275.00
	275.00
	1100.00
	260.00
	650.00
	650.00
	575.00
	650.00
	744.92
	700.00
	700.00
	675.00
	241.71
	245.00
	118.27
	186.83
	50.00
	286.02
	235.06
	630.30
	637.50
	587.50
	275.00
	275.00
	215.00
03/05/2025	0.00
03/05/2025	0.00
03/05/2025	0.00
	240.00
	240.00
	240.00
	108.65
	110.11
	820.72
	231.04
	430.86
	687.50
	139.29
	650.00

	637.50
	649.25
	662.50
	662.50
	158.35
	210.00
	675.00
	637.50
	687.50
	801.77
	126.31
	737.50
	290.00
	107.90
	156.65
	637.50
	744.92
	650.00
	650.00
	240.00
	537.50
	280.22
09/03/2025	0.00
	937.50
	1091.50
	650.00
	1825.07
	290.00
	662.50
	962.50
	975.00
	1575.00
	562.50
	1462.50
	985.59
	245.00
	155.00
	155.00
	155.00

10/14/2025	0.00
	877.57
	104.90
	107.61
	265.00
	290.00
03/07/2025	270.00
	290.00
	290.00
	266.19
	290.00
	240.00
	675.00
	675.00
	575.00
	662.50
	600.00
	675.00
	562.50
	649.25
	662.50
	107.36
	550.00
	550.00
	662.50
	972.32
	675.00
	10.00
	700.00
	124.79
	637.50
	687.50
	245.00
	650.00
	650.00
	240.00
	103.65
	650.00
	725.00

	517.40
	662.50
	240.00
	240.00
	649.25
	107.40
	245.00
	156.90
	240.00
	1437.50
	662.50
08/13/2025	0.00
	110.40
	113.11
	113.11
	113.11
	113.11
	650.00
	58.48
	213.88
	550.00
	862.50
	253.39
	562.50
	245.00
	240.00
	100.00
	100.00
	137.90
	245.00
	750.00
	637.50
	675.00
	650.00
	637.50
	650.00
	650.00
	253.39
	630.30

	801.77
	934.42
	290.00
	1125.00
	637.50
	675.00
	525.00
	300.00
	550.00
	612.50
	650.00
	787.50
	50.00
	650.00
	637.50
	649.25
	725.00
02/11/2025	0.00
	662.50
	662.50
	650.00
	712.50
	275.00
	725.00
	712.50
	700.00
	290.00
	124.67
	280.00
	240.00
	240.00
	145.55
	650.00
	240.00
01/20/2025	418.05
	525.00
	700.00
	687.50
	675.00

	86.86
	87.11
	255.50
	915.47
	173.85
	290.00
	650.00
	129.87
	129.87
	214.78
	800.00
	649.25
	800.85
	100.00
	687.50
	130.93
	290.00
01/14/2025	90.00
	290.00
	290.00
06/25/2025	0.00
09/22/2025	0.00
	744.92
	498.43
	175.00
	200.00
	675.00
	290.00
	331.71
	290.00
	744.92
	650.00
12/27/2024	259.12
	550.00
	108.40
	675.00
	775.00
08/25/2025	0.00
	245.00

	637.50
	240.00
	333.68
	240.00
	215.00
	215.00
	650.00
	662.50
	102.95
	600.00
	649.25
	662.50
03/21/2025	398.43
	650.00
	675.00
	662.50
	130.00
	962.50
	100.52
08/28/2025	0.00
	290.00
	290.00
	675.00
	550.00
	662.50
	550.00
	712.50
	820.72
	112.50
	675.00
	100.00
	240.00
	109.90
	113.11
	550.00
	286.81
	650.00
	687.50
	650.00

	215.00
	215.00
	650.00
	725.00
	712.50
	962.50
	240.00
	133.65
	133.65
	135.65
	107.39
	115.36
	306.55
	225.00
	235.00
	215.00
	801.77
12/27/2024	0.00
	133.40
	845.40
	712.50
	737.50
	623.27
	662.50
06/24/2025	0.00
	25.59
	25.59
	787.50
	127.14
	800.00
	763.87
	737.50
	737.50
	240.00
	612.50
	90.89
	712.50
	650.00
	787.50

	800.00
	675.00
	106.40
	215.00
	215.00
	215.00
	245.00
	1086.02
	787.50
	782.82
	290.00
	240.00
	240.00
	662.50
	1635.57
04/21/2025	0.00
	737.50
	700.00
	562.50
	637.50
	107.50
	107.40
01/28/2025	0.00
	687.50
	950.00
	750.00
	290.00
	240.00
	240.00
	240.00
	240.00
	290.00
	290.00
	240.00
	124.79
	198.75
	215.00
	675.00
	650.00

650.00
675.00
550.00
232.10
253.44
118.90
50.00
100.00
100.00
700.00
562.50
662.50
662.50
862.50
1069.70
121.65
245.00
342.21
104.86
136.11
587.50
240.00
290.00
662.50
662.50
650.00
650.00
775.00
637.50
245.00
215.00
104.40
126.36
275.00
105.32
234.41
155.00
155.00
650.00

675.00
662.50
662.50
662.50
562.50
662.50
662.50
650.00
111.15
662.50
650.00
662.50
662.50
650.00
850.00
662.50
550.00
687.50
562.50
763.87
125.86
787.50
213.88
290.00
562.50
649.25
268.13
637.50
675.00
124.67
800.00
712.50
735.32
662.50
240.00
650.00
245.00
787.50
675.00

290.00
290.00
109.40
132.50
662.50
124.65
290.00
275.00
630.30
109.34
90.84
650.00
687.50
700.00
240.00
115.76
135.11
50.00
107.37
725.00
650.00
650.00
388.16
290.00
562.50
650.00
668.20
725.00
587.50
306.25
662.50
637.50
568.27
393.58
124.67
650.00
662.50
1768.22
801.77

	662.50
	950.00
	115.01
	550.00
	12.50
	290.00
	290.00
	245.00
	245.00
	245.00
	245.00
	245.00
	1126.55
12/30/2024	0.00
	650.00
	662.50
05/23/2025	184.47
	318.75
	725.00
	290.00
	290.00
	290.00
	290.00
	290.00
	290.00
	280.00
	245.00
	862.50
	662.50
	1029.17
	637.50
	232.50
	120.44
	120.44
	132.50
	1225.00
	650.00
	725.00
	575.00

	240.00
	650.00
	675.00
	100.00
	140.55
	472.75
	131.31
	250.00
	144.11
	650.00
	215.00
	662.50
	389.80
	290.00
	550.00
	150.00
	215.00
	240.00
	662.50
	200.00
	100.00
	100.00
04/18/2025	0.00
	377.60
	245.00
	650.00
	290.00
	290.00
	290.00
	290.00
	662.50
	575.00
	662.50
	662.50
	240.00
	725.00
	102.65
	102.65
	725.05

	750.00
	486.06
	650.00
03/21/2025	0.00
	189.45
	1559.77
	550.00
	135.11
	744.92
	1125.00
	203.01
	763.87
	662.50
	912.50
	100.00
	122.75
	117.71
	245.00
	133.40
	120.02
	245.00
	13.14
	650.00
	393.58
	744.92
	118.40
	25.00
	737.50
	650.00
	235.00
	235.00
	290.00
	290.00
	275.00
	240.00
10/29/2025	0.00
	925.00
	326.84
	725.00

	649.25
	1112.50
	324.71
	240.00
	446.85
10/06/2025	0.00
	1635.57
	300.95
	933.50
02/27/2025	0.00
	737.50
	575.00
	367.26
	838.75
	121.19
	782.82
	712.50
	11.08
	662.50
	637.50
	725.00
	290.00
	725.05
	606.25
	934.42
	700.00
	240.00
03/21/2025	332.09
	780.72
	290.00
	94.77
	111.90
	862.50
	120.52
	662.50
	290.00
	290.00
	290.00
	564.89

	222.11
	225.59
	176.95
	118.27
	562.50
	650.00
	401.57
	588.01
08/11/2025	0.00
	700.00
	662.50
	290.00
	650.00
	782.82
	725.00
	825.00
	712.50
	240.00
	245.00
	650.00
	562.50
	240.00
	649.25
	550.00
	562.50
	750.00
10/14/2025	524.13
	215.00
	290.00
	650.00
	240.00
	700.00
	725.00
	155.00
	111.68
	550.00
	637.50
	245.00
	744.92

	155.00
	650.00
	290.00
	491.07
	801.77
	700.00
	100.00
	317.21
	134.15
	625.00
	525.00
	650.00
04/14/2025	0.00
	100.00
	100.00
	124.65
	264.40
	245.00
	801.77
	650.00
	245.00
	245.00
	102.84
04/02/2025	0.00
	145.02
	763.87
	850.00
	245.00
	687.50
	737.50
	165.47
	245.00
05/23/2025	0.00
	662.50
	562.50
	240.00
	240.00
	750.00
	662.50

	712.50
	290.00
	650.00
	118.52
	135.15
	105.65
	105.00
	240.00
	687.15
	240.00
	912.50
	962.50
	124.67
	393.58
	124.67
	675.00
	104.90
	107.36
	662.50
	290.00
	562.50
	637.50
	290.00
	290.00
	675.00
	650.00
	650.00
	662.50
	650.00
	662.50
	637.50
	662.50
	140.15
	139.90
01/20/2025	441.52
	662.50
	862.50
	130.90
	124.67

124.67
637.50
650.00
118.23
650.00
7.25
25.25
650.00
537.50
700.00
750.00
662.50
662.50
1562.50
662.50
275.00
240.00
550.00
650.00
50.00
1581.35
662.50
650.00

FIRST NAME	CLIENT#	OUR#	DATE PAID	TYPE	AMOUNT	FEE	%	BALANCE	MEMO	STAT	SERVICE
ALEZANDRE	33872	2469715	02/12/25	CH	725.00	148.62	20.50	0.00	A:PDC:00112594	PIF	11/24/23
MARTHA	36157	2538397	05/06/25	CH	744.00	152.52	20.50	0.00	2526	PIF	07/21/24
SARAH	31926	2380515	02/27/25	DP	327.11	0.00	0.00	0.00	MDCD ADJ	PIF	04/15/23
SARAH	31926	2380515	02/27/25	DP	322.89	66.19	20.50	327.11	BILL COPY	PIF	04/15/23
CONNIE	38131	2648622	09/15/25	CH	240.00	49.20	20.50	0.00	A:PDC:00113029	PIF	02/26/25
CHRISTIAN	36263	2568040	03/21/25	DP	744.92	152.70	20.50	0.00	PER REDA	PIF	08/02/24
ROBERT	35732	2523965	11/13/24	DP	104.15	21.35	20.50	0.00	PER DIGITECH	PIF	05/30/24
ORALIA	37865	2648625	09/30/25	DP	855.67	175.41	20.50	219.33	PER REDA	TPH	01/31/25
AMERICA MAREE	34863	2503361	11/13/24	DP	525.00	107.62	20.50	0.00	PER DIGITECH	PIF	02/27/24
BARBARA	36714	2607254	05/27/25	CC	388.21	79.58	20.50	0.00	A:PDC:00115323	PIF	09/27/24
MARK	34961	2552330	04/18/25	DP	744.92	152.70	20.50	0.00	PER REDA	PIF	03/07/24
MARILYN	35662	2523971	01/08/25	CC	240.00	49.20	20.50	0.00	A:PDC:00111804	PIF	05/25/24
STACY	36129	2552242	06/24/25	DP	649.25	133.09	20.50	0.00	PER REDA	PIF	07/15/24
SARA	31709	2538334	01/15/25	CH	225.00	46.12	20.50	0.00	1702	PIF	03/22/23
VINCENT	36152	2552278	03/21/25	DP	395.20	81.01	20.50	367.30	PER REDA	TPH	07/19/24
MARY	34833	2568075	08/05/25	CC	637.50	130.68	20.50	0.00	A:PDC:00117259	PIF	02/24/24
JEAN	35050	2518105	11/14/24	CH	26.20	5.37	20.50	0.00	7352	PIF	03/18/24
THOMAS	36593	2581086	03/25/25	CH	80.00	16.40	20.50	0.00	92504101	PIF	09/13/24
THOMAS	36711	2581087	03/25/25	CH	80.00	16.40	20.50	0.00	92504101	PIF	09/27/24
THOMAS	36907	2593104	07/21/25	CH	80.00	16.40	20.50	0.00	995379	PIF	10/21/24
FRANCIS	34446	2482530	01/16/25	DP	126.31	0.00	0.00	0.00	MDCR ADJ	PIF	01/19/24
FRANCIS	34446	2482530	01/16/25	DP	523.69	107.35	20.50	126.31	PER SHELBY	PIF	01/19/24
LINDA	37846	2648652	09/30/25	DP	290.00	59.45	20.50	0.00	PER REDA	PIF	01/30/25
ANTONIO	33075	2433835	07/25/25	DP	839.67	172.13	20.50	0.00	PER REDA	PIF	08/24/23
RANDEL	34891	2518132	10/29/24	CH	301.65	61.83	20.50	0.00	1525	PIF	03/01/24
MARCELINA	34602	2488748	11/13/24	DP	457.27	0.00	0.00	0.00	ADJ/MDCD	PIF	02/04/24
MARCELINA	34602	2488748	11/13/24	DP	192.73	39.50	20.50	457.27	PER DIGITECH	PIF	02/04/24
GERALD	33073	2433833	02/24/25	DP	139.22	0.00	0.00	0.00	BILL COPY	PIF	08/24/23
GERALD	33073	2433833	02/24/25	DP	510.78	104.70	20.50	139.22	BILL COPY	PIF	08/24/23
ALBERT	37699	2648661	09/03/25	CH	199.97	40.99	20.50	0.00	1395	PIF	01/15/25
TIMOTHY	34301	2482506	10/16/24	DP	637.05	130.59	20.50	162.95	PER REDA	PNB	01/04/24
SHELLY	35414	2607275	08/22/25	CH	240.00	49.20	20.50	0.00	A:PDC:00109802	PIF	04/29/24
MARGARET	35501	2523999	12/16/24	CH	70.00	14.35	20.50	0.00	1061	PIF	05/08/24
DEBORA	26356	2130849	02/27/25	DP	195.79	0.00	0.00	0.00	PART C ADJ	PIF	08/13/21
DEBORA	26356	2130849	02/27/25	DP	479.21	98.23	20.50	195.79	BILL COPY	PIF	08/13/21
MONALISA	36561	2581077	05/23/25	DP	396.61	81.30	20.50	253.39	PER REDA	INS	09/08/24
BARBARA	32891	2423328	05/23/25	DP	296.78	60.83	20.50	378.22	PER REDA	TPH	07/28/23
NANCY	37451	2616973	09/09/25	CC	106.40	21.81	20.50	0.00	CC WEB	PIF	12/22/24
NANCY	37476	2616972	09/09/25	CC	106.65	21.86	20.50	0.00	CC WEB	PIF	12/24/24
JESSICA	24543	2112438	10/15/24	DP	25.00	5.12	20.50	299.25	PER REDA	PPP	01/12/21
JESSICA	24543	2112438	11/13/24	DP	25.00	5.12	20.50	274.25	PER DIGITECH	PPP	01/12/21
JESSICA	24543	2112438	11/22/24	DP	25.00	5.12	20.50	249.25	PER REDA	PPP	01/12/21
JESSICA	24543	2112438	12/27/24	DP	25.00	5.12	20.50	224.25	PER REDA	PPP	01/12/21
JESSICA	24543	2112438	03/21/25	DP	25.00	5.12	20.50	199.25	PER REDA	PPP	01/12/21
JESSICA	24543	2112438	03/21/25	DP	25.00	5.12	20.50	174.25	PER REDA	PPP	01/12/21

JESSICA	24543	2112438	05/23/25	DP	25.00	5.12	20.50	149.25	PER REDA	PPP	01/12/21
JESSICA	24543	2112438	06/24/25	DP	25.00	5.12	20.50	124.25	PER REDA	PPP	01/12/21
JESSICA	24543	2112438	08/12/25	DP	25.00	5.12	20.50	99.25	PER REDA	PPP	01/12/21
JESSICA	24543	2112438	09/30/25	DP	25.00	5.12	20.50	74.25	PER REDA	PPP	01/12/21
WALTER	36958	2607284	07/25/25	DP	253.11	51.88	20.50	409.39	PER REDA	TPH	10/27/24
WALTER	37033	2607285	07/25/25	DP	253.11	51.88	20.50	409.39	PER REDA	TPH	11/07/24
WALTER	37559	2635343	09/30/25	DP	549.32	112.61	20.50	113.18	PER REDA	TPH	01/01/25
SHRON	30838	2380471	11/22/24	DP	763.87	156.59	20.50	0.00	PER REDA	PIF	12/26/22
JERRY	35963	2538387	03/05/25	CH	215.00	44.07	20.50	0.00	A:PDC:00113236	PIF	06/27/24
JERRY	36431	2568061	03/05/25	CH	215.00	44.07	20.50	0.00	A:PDC:00113237	PIF	08/23/24
JERRY	36760	2581057	03/05/25	CH	240.00	49.20	20.50	0.00	A:PDC:00113238	PIF	10/04/24
ASYRIA	29639	2380491	10/15/24	DP	137.43	28.17	20.50	0.00	PER REDA	PIF	08/13/22
KRYSTAL	36217	2607290	09/03/25	CC	245.46	50.31	20.50	0.00	CC WEB	PIF	07/27/24
ASHLE	23397	2271374	01/20/25	DP	124.63	25.54	20.50	0.00	PER REDA	PIF	08/28/20
VICKY	35965	2538388	03/07/25	CH	20.00	4.10	20.50	270.00	4772	HIT	06/26/24
GEORGE	32863	2423380	04/18/25	DP	469.77	0.00	0.00	0.00	MDCD ADJ	PIF	07/27/23
GEORGE	32863	2423380	04/18/25	DP	192.73	39.50	20.50	469.77	PER REDA	PIF	07/27/23
DONALD	38343	2648696	08/13/25	CH	650.00	133.25	20.50	0.00	A:PDC:00117600	PIF	03/22/25
PETRA	35671	2538355	02/11/25	CC	662.50	135.81	20.50	0.00	CC WEB	PIF	05/24/24
THADDEUS	35435	2524016	01/20/25	DP	431.95	88.54	20.50	418.05	PER REDA	TPH	05/02/24
MARY	21094	2006095	11/22/24	DP	763.87	156.59	20.50	0.00	PER REDA	PIF	11/28/19
THELMA	29704	2285767	02/20/25	CC	116.41	23.86	20.50	0.00	A:PDC:00112825	PIF	08/18/22
THELMA	34802	2503420	02/20/25	CC	83.59	17.13	20.50	206.41	A:PDC:00112825	PPP	02/21/24
THELMA	35222	2518129	01/14/25	MO	200.00	41.00	20.50	90.00	22-078876418	PPP	04/05/24
THELMA	36650	2616992	06/25/25	MO	155.00	31.77	20.50	0.00	38047980194	PIF	09/20/24
THELMA	37236	2616991	09/22/25	CC	290.00	59.45	20.50	0.00	A:PDC:00115709	PIF	11/30/24
JASON	34703	2503424	11/13/24	DP	396.61	81.30	20.50	228.39	PER DIGITECH	INS	02/12/24
JASON	35413	2524019	12/27/24	DP	403.38	82.69	20.50	259.12	PER REDA	INS	04/28/24
WILLIAM	35040	2616994	08/25/25	CH	837.50	171.68	20.50	0.00	1483	PIF	03/16/24
STEPHEN	35907	2552286	03/21/25	DP	389.07	79.75	20.50	398.43	PER REDA	CAE	06/21/24
MONTE	37928	2648706	08/28/25	CH	454.80	93.23	20.50	0.00	A:PDC:00117859	PIF	02/06/25
RICHARD	33545	2447207	01/22/25	CH	275.00	56.37	20.50	0.00	985744	PIF	10/17/23
JEREMY	35486	2524025	12/27/24	DP	124.00	0.00	0.00	0.00	CONTRACTUAL	PIF	04/30/24
JEREMY	35486	2524025	12/27/24	DP	478.85	98.16	20.50	246.15	PER REDA	PIF	04/30/24
JEREMY	35486	2524025	12/27/24	DP	122.15	25.04	20.50	124.00	PER REDA	PIF	04/30/24
RALPH	29218	2263452	10/03/24	CH	101.49	20.80	20.50	0.00	21020	PIF	06/29/22
CONSTANCE	35472	2552272	06/24/25	DP	647.66	132.77	20.50	0.00	PER REDA	PIF	05/06/24
FLORIENNE	36745	2581045	04/21/25	DP	240.00	49.20	20.50	0.00	PER REDA	PIF	10/02/24
CHASE	34832	2552244	01/28/25	CH	320.26	65.65	20.50	0.00	23892528	PIF	02/24/24
KEITH	29553	2299513	08/12/25	DP	649.25	133.09	20.50	0.00	PER REDA	PIF	08/04/22
ABRAHAM	33390	2447184	01/30/25	CH	801.77	164.36	20.50	0.00	1951	PIF	09/29/23
MARY	34636	2503452	12/30/24	CH	290.00	59.45	20.50	0.00	4438	PIF	02/05/24
MARY	35349	2518131	12/30/24	CH	290.00	59.45	20.50	0.00	4438	PIF	04/22/24
DIANA	35507	2524037	05/23/25	DP	628.03	128.74	20.50	184.47	PER REDA	INS	05/08/24
ELLEN	29911	2299481	02/25/25	DP	199.89	0.00	0.00	0.00	BILL COPY	PIF	09/12/22
ELLEN	29911	2299481	02/25/25	DP	675.11	138.39	20.50	199.89	BILL COPY	PIF	09/12/22
LUCY	33297	2433781	04/18/25	DP	115.33	23.64	20.50	3.99	PER REDA	SIF	09/19/23
MILDRED	36051	2581076	04/18/25	DP	121.40	24.88	20.50	0.00	PER REDA	PIF	07/06/24

RAWLEY	35221	2524043	03/21/25	DP	426.10	87.35	20.50	0.00	PER REDA	PIF	04/05/24
WILLIAM	36195	2552325	02/27/25	DP	290.00	59.45	20.50	0.00	PER DEIMANTE	PIF	07/26/24
ALYSSA	36109	2552334	03/21/25	DP	330.41	67.73	20.50	332.09	PER REDA	INS	07/15/24
CLETA	35120	2488785	11/13/24	DP	367.74	75.38	20.50	407.26	PER DIGITECH	HOT	03/26/24
SCOTT	22715	1984558	01/09/25	CC	25.00	5.12	20.50	165.00	A:PDC:00111843	PIF	06/02/20
SCOTT	22715	1984558	02/10/25	CC	25.00	5.12	20.50	140.00	A:PDC:00111844	PIF	06/02/20
SCOTT	22715	1984558	03/10/25	CC	25.00	5.12	20.50	115.00	A:PDC:00111845	PIF	06/02/20
SCOTT	22715	1984558	04/09/25	CC	25.00	5.12	20.50	90.00	A:PDC:00111846	PIF	06/02/20
SCOTT	22715	1984558	05/09/25	CC	25.00	5.12	20.50	65.00	A:PDC:00112599	PIF	06/02/20
SCOTT	22715	1984558	06/09/25	CC	25.00	5.12	20.50	40.00	A:PDC:00112600	PIF	06/02/20
SCOTT	22715	1984558	07/09/25	CC	40.00	8.20	20.50	0.00	A:PDC:00112601	PIF	06/02/20
SCOTT	31605	2524052	01/09/25	CC	25.00	5.12	20.50	165.00	A:PDC:00111843	PIF	03/08/23
SCOTT	31605	2524052	02/10/25	CC	25.00	5.12	20.50	140.00	A:PDC:00111844	PIF	03/08/23
SCOTT	31605	2524052	03/10/25	CC	25.00	5.12	20.50	115.00	A:PDC:00111845	PIF	03/08/23
SCOTT	31605	2524052	04/09/25	CC	25.00	5.12	20.50	90.00	A:PDC:00111846	PIF	03/08/23
SCOTT	31605	2524052	05/09/25	CC	25.00	5.12	20.50	65.00	A:PDC:00112599	PIF	03/08/23
SCOTT	31605	2524052	06/09/25	CC	25.00	5.12	20.50	40.00	A:PDC:00112600	PIF	03/08/23
SCOTT	31605	2524052	07/09/25	CC	10.00	2.05	20.50	30.00	A:PDC:00112601	PIF	03/08/23
SCOTT	31605	2524052	08/11/25	CC	30.00	6.15	20.50	0.00	A:PDC:00112602	PIF	03/08/23
ASHLEY	37031	2593057	04/14/25	CC	333.68	68.40	20.50	0.00	A:PDC:00114148	PIF	11/06/24
ROBERT	34975	2552304	04/02/25	CH	290.00	59.45	20.50	0.00	1014	PIF	03/10/24
ALEESHIA	35404	2503467	11/13/24	DP	109.65	22.47	20.50	85.50	PER DIGITECH	INS	04/28/24
ALEESHIA	35404	2503467	11/13/24	DP	429.85	88.11	20.50	195.15	PER DIGITECH	INS	04/28/24
ROBERT	36800	2593096	05/23/25	DP	812.50	166.56	20.50	0.00	PER REDA	PIF	10/09/24
KELLY	35878	2538378	01/20/25	DP	295.98	60.67	20.50	441.52	PER REDA	PN1	06/17/24
CHRISTINA	33940	2482476	10/15/24	DP	137.66	28.22	20.50	0.00	PER REDA	PIF	12/02/23
NOREEN	32180	2380485	02/14/25	DP	127.16	0.00	0.00	0.00	CONTRACTUAL	PIF	05/14/23

NOREEN	32180	2380485	02/14/25	DP	250.00	51.25	20.50	127.16	PER REDA	PIF	05/14/23

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DeSoto County

3/24/2026

Item #: 2.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Agreement

DEPARTMENT: Administration
SUBMITTED BY: **Peggy Waters**
PRESENTED BY: **Peggy Waters**

TITLE & DESCRIPTION:
Grant Agreement / Wastewater Treatment Plant Effluent Disposal Project/Community Development Block Grant Disaster Recovery.

REQUESTED MOTION:
To approve the Agreement with the State of Florida Department of Commerce for the Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program as presented.

SUMMARY:
DeSoto County has been awarded $8,000,000.00 of CDBG-DR funding for the DeSoto County Wastewater Treatment Plant (WWTP) Effluent Disposal Project to construct and install two (2) deep injection wells, two (2) monitoring wells, and a pumping conveyance system to connect the WTP to the disposal wells providing a secure, underground disposal method for treated wastewater, and monitoring wells allowing for regulatory compliance and ongoing environmental oversight.

BACKGROUND:
The DeSoto County Wastewater Treatment Plant (WWTP) Effluent Disposal project will be completed through a partnership with construction firms and county staff. The county will competitively procure construction contractor(s). Construction will begin upon the completion of the project's final design, environmental review clearance which includes the receipt of the Project's Authority to Use Grant Funds, and construction procurement process. This agreement has an end date of April 30, 2029.

FUNDS:
Budget Amount: **n/a**
Actual Agenda Item Cost: **n/a**
Account Number: **n/a**

Explanation: **n/a**

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State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Infrastructure Repair Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as "Commerce" or "Grantee") and **DeSoto County Board of County Commissioners** (hereinafter referred to as "Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. 118–158) approved December 21, 2024 (hereinafter the "Appropriations Act") , the requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR–6489–N–01) (January 8, 2025) (hereinafter the "Universal Notice"), as amended, including amendments made by HUD's March 31, 2025 Memorandum, and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2025 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the "Action Plan").

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

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(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq*., and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends April 30, 2029, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

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1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends one million dollars ($1,000,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within 5 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy

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available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law. In any month in which deliverable tasks have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.

(8) Inspections and Monitoring.

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall defend, indemnify, and hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.

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(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient shall defend, indemnify, and hold Commerce harmless against any damages proximately caused by the acts or omissions to the tort monetary limits as set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce 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, Subrecipient shall perform at no increased cost, unless Commerce determines,

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in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient 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 the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or

3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

(f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

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The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 160
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or https://www.hud.gov/reporthousingdiscrimination.

(15) Termination.

(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right

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to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Primary Grant Manager for this Agreement is:

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Trisha Gunderson
107 E Madison Street
Tallahassee, FL 32399
850-921-3276
Trisha.gunderson@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Peggy Waters
201 E. Oak Street, Suite 201
Arcadia, FL 34266
863-993-4800
p.waters@desotobocc.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager prior to execution of the contract or amendment.. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L).

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

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Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed ***Eight Million Dollars and Zero Cents ($8,000,000.00)***, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

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(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 118-158, Division I, the "The Disaster Relief Supplemental Appropriations Act, 2025" for the purpose of assisting in long-term recovery from major disasters that occurred in 2023 and 2024 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

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Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., 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 contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), 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. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

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(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

(a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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 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, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that 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 as described in this Agreement. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(24) Copyright, Patent and Trademark.

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Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce 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 by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

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(c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure 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 Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

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(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

(b) Section 448.095, F.S., requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

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(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

(a) Benefit to low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

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(31) Waste, Fraud, Abuse, and Whistleblower Protections.

(a) In accordance with 2 CFR 200.113, Commerce and Subrecipient of CDBG-DR must promptly inform in writing the Office of Inspector General (OIG) and HUD when it has credible evidence of violations of Federal criminal law involving fraud, bribery, or gratuities or a violation of the civil False Claims Act that could potentially affect the Federal award at https://www.hudoig.gov/ hotline/report-fraud (a subrecipient of CDBG–DR must also inform the CDBG-DR grantee that awarded it funding). All other instances of fraud, waste, and abuse should be referred to the HUD OIG Fraud Hotline (phone: 1–800–347– 3735 or email: hotline@hudoig.gov).

(b) Commerce and Subrecipient must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: (1) Gross mismanagement of a Federal contract or grant; (2) Waste of Federal funds; (3) Abuse of authority relating to a Federal contract or grant; (4) Substantial and specific danger to public health and safety; or (5) Violations of law, rule, or regulation related to a Federal contract or grant.

(32) Contracting With Entities Of Foreign Countries Of Concern Prohibited

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

(33) Foreign Influence

In accordance with section 286.101, F.S., if this Agreement has a value of $100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern 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 five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(34) Human Trafficking

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

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If applicable, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS		**FLORIDA DEPARTMENT OF COMMERCE**	
By	_____	**By**	_____
	Signature		Signature
	Steve Hickox		**J. Alex Kelly**
Title	**Chairman**	**Title**	**Secretary**
Date	_____	**Date**	_____
Federal Tax ID #	_____		
UEI #	_____		

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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Attachment A – Scope of Work

1. PROGRAM DESRIPTION:

Hurricane Idalia (Category 4, August 2023), Hurricane Debby (Category 1, August 2024), Hurricane Helene (Category 4, September 2024) and Hurricane Milton (Category 5, October 2024) devastated the state of Florida. Each of these storms made landfall on Florida's Gulf Coast, bringing strong winds, heavy rainfall and severe flooding to many parts of the state. The North Florida Tornadoes (May 2024) brought severe weather, including at least 4 tornadoes, to the Big Bend area.

On January 16, 2025, the U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida will receive $925,394,000 in funding to support long-term recovery efforts following the impacts of severe weather events in 2023 and 2024 through the Florida Department of Commerce's ("FloridaCommerce") Office of Long-Term Resiliency (OLTR). Community Development Block Grant Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted.

FloridaCommerce's Rebuild Florida Infrastructure Repair Program has been allocated $400 million to fund infrastructure restoration and improvement projects in communities impacted by the 2023 and 2024 Storms.

Eligible activities within this program may include, but are not limited to the following:

- Restoration or improvements of infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.).
- Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.
- Renourishment of protective coastal dunes systems and state beaches.
- Repairs to damaged buildings that are essential to the health, safety and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, homeless shelters, schools and educational facilities and other public properties, including properties serving as emergency shelters).
- Communications infrastructure
- Repairs to water lines and systems, sewer lines and systems, drainage and flood mitigation systems. Natural or green infrastructure.

2. PROJECT DESCRIPTION:

DeSoto County Board of County Commissioners has been awarded $8,000,000.00 of CDBG-DR funding for the DeSoto County Wastewater Treatment Plant (WWTP) Effluent Disposal Project to construct and install two (2) deep injection wells, two (2) monitoring wells, and a pumping conveyance system to connect the WTP to the disposal wells providing a secure, underground disposal method for treated wastewater, and monitoring wells allowing for regulatory compliance and ongoing environmental oversight.

The completion of this project will:

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- Provide a reliable and environmentally safe method for treated effluent disposal.
- Reduce the risk of surface water contamination or treatment system overflow.
- Support increased capacity and future growth at the WWTP.
- Ensure compliance with current and future state and federal regulations.
- Improve system resilience during storms, flooding, or emergency events.

a) The DeSoto County Wastewater Treatment Plant (WWTP) Effluent Disposal project will be completed through a partnership with construction firms and county staff. The county will competitively procure construction contractor(s).
b) Construction will begin upon the completion of the project's final design, environmental review clearance which includes the receipt of the Project's Authority to Use Grant Funds, and construction procurement process.
c) This project meets the Urgent Need National Objective as the current situation constitutes an urgent need for effluent disposal methods that prevent impacts to water quality, including land application, additional wastewater treatment facilities being placed in the watershed, and to minimize the installation of septic tanks in the utility service area based on a lack of treatment capacity. DeSoto County is designated a fiscally constrained community and unable to finance these endeavors without the assistance of CDBG-DR funds. No alternative funding has been made available to DeSoto County in order to undertake these efforts.

There are no leveraged funds committed to this project.

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within forty-five (45) calendar days of execution of the agreement:

1) Organizational Chart with contact information; If staffing changes, there must be an updated Organizational Chart submitted with the monthly report.
2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

An updated signed and dated Attachment B and Attachment C should be sent in with each monthly report. Any changes to the project timeline or budget must be approved by the Grant Manager for FloridaCommerce.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager within forty-five (45) calendar days of Agreement execution. Please have a copy of the policies available for future HUD and/or Commerce monitoring visits.

1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.

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4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Upload required documents into a system of record provided by Commerce.
E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
F. The subrecipient should maintain a separate public webpage dedicated to its CDBG-DR funded activities. The webpage should allow the general public to see how all grant funds are used and administered. The public website must provide meaningful access in compliance with Section 504, Title II of the ADA, and Title VI. The website must include copies of all relevant procurement documents for all contracts, as defined in 2 CFR 200.1, that will be paid with CDBG-DR funds; and a summary including the description and status of services or goods currently being procured (e.g., phase of the procurement, requirements for proposals, etc.). Contracts and procurement actions that do not exceed the micro-purchase threshold, as defined in 2 CFR 200.1, are not required to be posted.
G. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
H. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copies of all proposed procurement solicitations to Commerce ten (10) business days prior to posting as detailed in Attachment D of the Subrecipient Agreement. The solicitation document will be reviewed by the Commerce Grant Manager to ensure it meets the procurement standards listed in 2 CFR 200.318-327. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
I. The Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.
J. Submit final invoice to Commerce within 45 days of the completion of the project.
K. Submit closeout packet to Commerce within 45 days of submitting the final invoice.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Construction

Tasks that are eligible for reimbursement are as follows:

1) Mobilization, site preparation, and establishment of access for drilling operations and conveyance system construction.
2) Drilling and construction of two (2) deep injection wells, including casing, cementing, test drilling, geophysical logging, well development, and regulatory compliance sampling.
3) Drilling and construction of two (2) monitoring wells, including casing, screen installation, test pumping, calibration, and baseline regulatory sampling.
4) Installation of the pumping and conveyance system required to transport treated effluent from the wastewater treatment plant to the new injection wells, including pumps, piping, valves, fittings, mechanical connections, and electrical components.

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5) Installation of auxiliary site improvements required for the injection and monitoring systems, including platforms, protective structures, equipment pads, and utility connections.
6) Execution of all required well testing, including step-drawdown tests, injection capacity tests, pressure testing, mechanical integrity testing, and sampling required by Florida Department of Environmental Protection (FDEP) and Environmental Protection Agency (EPA) for final approval.
7) Installation and integration of instrumentation, telemetry, Supervisory Control and Data Acquisition Supervisory Control and Data Acquisition SCADA, and monitoring equipment required for regulatory operation of deep injection wells and monitoring wells.
8) Completion of sitework including excavation, trenching, backfilling, compaction, grading, and restoration of disturbed areas.
9) Performance testing and commissioning of all wells, pumps, and conveyance components to ensure compliance with regulatory requirements and operational standards.
10) Purchase of materials and equipment necessary to complete all construction activities listed above.

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 - Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Subrecipient shall complete task as detailed in Section 4.A.1-9 of this Scope of Work	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.A.1-9 of this Scope of Work in the following increments: 5%, 10%, 15%, 20%, 25%, 30%, 35%, 40%, 45%, 50%, 55%, 60%, 65%, 70%, 75%, 80%, 85%, 90%, 95% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion. 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Subrecipient shall complete task as detailed in Section 4.A.10 of this Scope of Work	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.A.10. of this Scope of Work, evidenced by submittal of the following documentation: 1) Copies of supporting documentation for payment of material; and 2) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

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Deliverable No. 1 Cost: $8,000,000.00
TOTAL PROJECT COST NOT TO EXCEED $8,000,000.00

6. COMMERCE RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. 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: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient is allowed to submit multiple invoices per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverable tasks have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.
B. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.
    2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
    3) A copy of all supporting documentation for vendor and subcontractor payments.
    4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 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 Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.
    1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
    2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity		Budget			
Activity	**Description**	**CDBG-DR Amount**	**Other Funds**	**Source***	**Total Funds**
1. Project Implementation					
2. Engineering Services					
3. Construction					
4. Acquisition if applicable					
TOTALS					

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

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Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	**Activity End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment 1 – Scope of Work.	**Estimated Leveraged Funds to be Expended per "Activity End Date"**	**Estimated Funds to be Requested per "Activity End Date"**
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering - Create a full design package		
		EXAMPLE: Deliverable 3 – Construction		

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1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall provide Commerce review all professional services and construction contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:

   a. Copy of the advertisement, including an affidavit of publication notifying public of upcoming solicitation.
   b. Draft Solicitation including but not limited to Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bids (ITB).
   c. Draft Contract(s)/Agreement(s).
   d. Executed Contract(s)/Agreement(s).

   Commerce will review the procurement documents listed above and provide feedback to the Subrecipient to help ensure the procurement meets the State and Federal procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative and engineer expenses, Subrecipient shall complete the following:
   a. Submit for Commerce's review of the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount by Commerce is incurred before Commerce reviews the procurement. If - the procurement of a professional services contract is not compliant the local government will not be able to utilize CDBG-DR funds for that contract.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. <u>If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request.</u> **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE COMMERCE HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-465; hereinafter, the "URA"),

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implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:

   a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
   b. Section 3 Participation Report (Construction Prime Contractor);
   c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
   d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce.

9. For each project, when Subrecipient issues a Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
   a. Notice to Proceed;
   b. The contractor's performance bond (100 percent of the contract price); and
   c. The contractor's payment bond (100 percent of the contract price).

10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

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12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
    a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
    b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR–6489–N–01) (January 8, 2025) (hereinafter the "Universal Notice"). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. **Single Audit**

   Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. **Inspections and Monitoring**

   Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

   Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

   This review must include:

   (1) Reviewing financial and performance reports required by the Grantee;

   (2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

   (3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

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3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/, in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

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Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

A. **General Compliance**:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground 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 funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or

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because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. **Assurances and Real Property Covenants**:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. **Veteran, Women- and Minority-Owned Businesses**

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. **Notifications**

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. **Labor Standards**

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain

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documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. **Low-Income Person Definition**

   A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. **Compliance**

   Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

   A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

   B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

   C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

   D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

   E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

   F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. **Section 3 Benchmarks and Reporting**

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. **Hatch Act**

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. **Conflict of Interest**

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. **Lobbying Certification**

Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

B. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The language of paragraph (i) through (iv) 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; and

D. 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 required by Section 1352, Title 31, U.S.C. 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.

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XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. **Prohibition on Choice Limiting Activities Prior to Environmental Review**

   Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. **Air and Water**

   Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

   A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
   B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq*., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
   C. The Clean Air and Water Act: If this Contract is in excess of $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
   D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. **Flood Disaster Protection**

   Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these

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requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. **Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, and R.

5. **Historic Preservation**

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to construction projects, particularly those located in areas with the potential to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

6. **HUD Environmental Review Requirements**

The Subrecipient shall develop and maintain an Environmental Review Record (ERR) in compliance with 24 CFR Part 58. The ERR shall include verifiable documentation of compliance with the Part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate.

XIV. Additional Regulations

A The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.

B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq*., which prohibits discrimination on the basis of sex in educational programs.

C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

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H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

K. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PWORA). The Grantee must administer its grant that funds this Agreement in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the PWORA as amended (8 U.S.C. 1601-1646) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws. If applicable, no state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation. Unless excepted by PRWORA, the Grantee must use Systematic Alien Verification for Entitlements (SAVE), or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.206, 2 CFR § 200.208 and/or 2 CFR § 200.339f

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Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community consistent with 24 CFR 5.151 and 5.152.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

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Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. . Per the 29 CFR part 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

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G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that DeSoto County Board of County Commissioners shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

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Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (11) Events of Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress** Report must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January**.**

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each Subrecipient's fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5).

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work***, ***Project Budget and Activity Work Plan.***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

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Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

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Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 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 Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient 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 Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient 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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. 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 Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

3. A Subrecipient 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 200, Subpart F - Audit Requirements. If Subrecipient 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 Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, 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. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies

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with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient 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, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

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), F.S., 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, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 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 Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@Commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   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 (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of

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Subrecipient directly to:

Electronic copies (preferred): Audit@Commerce.fl.gov	or	Paper (hard copy): Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	*$8,000,000.00*
Assistance Listing Number Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Assistance Listing Number:	14.228
Project Description: *This is not a research and development award.*	Funding is being provided to construct and install two (2) deep injections and two (2) monitoring wells at the DeSoto County Wastewater Treatment Plant. These improvements will provide a reliable and environmentally safe method for treated effluent disposal, increasing resilience to future disasters and safeguarding public health and the environment.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

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Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.	
Subrecipient: DeSoto County Board of County Commissioners	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)?
   ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year?
   ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Subrecipient expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

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Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

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Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) See 2 CFR § 200.323 - Procurement of recovered materials.

(J) See 2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(K) See 2 CFR § 200.322 - Domestic Preferences for procurements.

(L)

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Attachment M

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered by and between **DeSoto County Board of County Commissioners** (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

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Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

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The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS		**FLORIDA DEPARTMENT OF COMMERCE**	
By	_____	**By**	_____
	Signature		Signature
	Steve Hickox		**J. Alex Kelly**
Title	**Chairman**	**Title**	**Secretary**
Date	_____	**Date**	_____

DeSoto County

3/24/2026

Item #: 3.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Minutes

DEPARTMENT: Administration
SUBMITTED BY: **Marilyn Padilla**
PRESENTED BY: **Marilyn Padilla**

TITLE & DESCRIPTION:
Minutes/BOCC Public Meeting 02-10-2026 and 02-24-2026

REQUESTED MOTION:
To approve the minutes for the BOCC Public Meeting 02-10-2026 and 02-24-2026

SUMMARY:
Minutes

BACKGROUND:
Minutes

DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, February 10, 2026 **9:00 AM**

CALL TO ORDER

ROLL CALL

Present: Commissioner JC Deriso
Commissioner Judy Schaefer
Commissioner Steven Hickox
Commissioner Elton Langford
Commissioner Jerod Gross

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

Chaplain Amanda Reuter US Army Reserve gave the invocation.

INTRODUCTION OF ELECTED OFFICIALS

Debbie Wertz Supervisor Of Elections was present.

SET/AMEND

A motion was made by Commissioner Deriso, seconded by Commissioner Gross, to set the agenda . The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

PUBLIC FORUM FOR NON-AGENDA ITEMS

Ashley Brown, Community Outreach Coordinator for Desoto County Schools, provided the Board with an update on districtwide events and initiatives. Joseph Minore addressed the Board regarding his proposal to offer primitive camping on his property, emphasizing that agri-tourism has the potential to generate significant economic benefits for Desoto County. Representatives Holly Layport and Jennifer Bowser from Habitat for Humanity encouraged both the Board and the broader community to support The Bulldog Corner, a school spirit shop designed to increase revenue, strengthen the organization's mission impact, and enhance community engagement, civic pride, and school spirit. Jessica Cline and Cassie McHale expressed concerns about the recently imposed conditions affecting the Family Homestead. They noted that their property falls just short of the required 30-acre minimum. Board members discussed the matter further, indicating that additional review may be warranted and that amendments to the ordinance could be considered.

CONSENT AGENDA-MOTION TO APPROVE

Approval of the Consent Agenda

A motion was made by Commissioner Gross, seconded by Commissioner Deriso, to approve the Consent Agenda. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

1. **Letter/Step Up Suncoast Community Action Board**

   Attachments: 2026 Letter.pdf

2. **Agreement Amendment - CDBG-MIT MT040 CR769 Bridge Project.**

   Attachments: MT040-A3_READY FOR SIGNATURE

3. **Agreement Amendment - CDBG-MIT MT041 King and Baker Project.**

   Attachments: MT041-A3 Ready for Signature

4. **Designate the position of Assistant County Administrator and the position of Human Resources Director into the Senior Management Service Class of the Florida Retirement System.**

   Attachments: Assistant County Administrator
   Human Resources Director

5. **Declaration of Surplus Property**

   Attachments: Surplus Declared 2-10-26

6. **Resolution / 2025 Comprehensive Emergency Management Plan**

   Attachments: DeSoto County 2025 CEMP Updated Draft Pending Board Approv 2.3.26
   Compliance Letter (Mail)_DeSoto
   CEMP Resolution (unsigned)
   Enactment No: 2026-013

PRESENTATION

7. **Presentation / DCIP on Proposed Data Center**

   Mr. Jon Brown, CEO of DCIP Group, addressed the Board regarding the proposed Data Onsite Power Campus at 3800 NE Roan St. in Arcadia. He described the project as part of a privately funded 1,000+ acre industrial computing and energy campus designed to operate fully behind the meter through an islanded natural gas microgrid. The site, anchored by a former 340 MW natural gas plant with access to the Florida Gas Transmission pipeline, is positioned to expand to approximately 2 GW of onsite power generation. The approximately 2 million-square-foot facility is intended to support AI, cloud computing, and blockchain workloads and address Florida's shortage of hyperscale-ready data centers. The project will not utilize water-intensive cooling systems and is designed to remain water-independent. Phase I represents an estimated $5 million investment, with total buildout projected to exceed $40 million, potentially expanding the County's tax base and providing long-term economic benefits. Mr. Brown requested placement of the current zoning

application on the March Board agenda and sought scheduling direction for a related zoning action by June. He also requested consideration of regulatory exemptions for facilities of this type. The County Administrator advised that the staff report and the ordinance are drafted and are under review. Staff noted that discussions regarding the applicants broader project are ongoing but an application has not yet been submitted and that additional coordination will be necessary for the larger project.

REGULAR BUSINESS

8. Accounts and Warrants Drawn Per Schedule of Bills Payable.

Attachments: AP Check Report - Warrants 01-13-26 to 01-26-26

Peter Danao presented a request to approve accounts and warrants drawn according to Schedule(s) of Bills Payable January 12, 2026-January 26, 2026.

A motion was made by Commissioner Langford, seconded by Commissioner Gross, to approve accounts and warrants drawn according to Schedule(s) of Bills Payable January 12, 2026-January 26, 2026.. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

9. Resolution/Budget Amendment Fiscal Year 2025/2026

Attachments: Resolution
Summary and Narrative
2026-42 Law Enforcement Trust (Q1)
2026-43 Capital Infrastructure CDBG King Baker Not Rounded Revised 1-14-2026
2026-45 Sheriff
2026-50 Capital Road Projects
2026-52 Utilities Ops- Spec Projects-Kings Hwy Relo.

Brian Wagner presented a request to adopt a Resolution relating to budget amendments 2026-42, 2026-43, 2026-45, 2026-50 and 2026-52 affecting the 2025/2026 adopted budget.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to adopt this Resolution. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

Enactment No: 2026-014

10. Transportation Priorities Letter

Attachments: Priorities Letter
Project Maps

Michael Giardullo County Engineer, presented a request to approve the fiscal year 2026/2027 through 2031/2032 Transportation Project Priorities Letter.

A motion was made by Commissioner Langford, seconded by Commissioner Gross, to approve the transportation priorities letter. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

11. Resolution/Approval of CR 769 Utility Design by FDOT Consultant Agreement, Resolution and Associated Documents

Attachments: 440342-1-32-03 UDFCA-DeSoto Co - 1-26-2026
Desoto County Utilities Three Party Escrow Agrmt REV 1.27.26
2025 12 18 440342-1 Segment 1 LA UWHCA Desoto Sue
2025 12 11 440342-1 Segment 1 LS UWHCA Desoto Design
4403422525601_CR 769 (Kings Hwy)_DeSoto County UWHCA Design Draft Scope_12-16-2025
Updated Reso 440342-2 Kings Hwy

Greg Harris, Utilities Director, Presented a request to adopt the Agreement for Utility Design by FDOT Consultant, the Escrow Agreement, and the Resolution for the design of the CR 769 utility adjustments required as part of the CR 769 project from Charlotte County line to SW Glenadine Avenue project.

A motion was made by Commissioner Gross, seconded by Commissioner Deriso, that this Resolution be adopted. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

Enactment No: 2026-015

12. Negotiate the Purchase of Ambulance Equipment

Attachments: Sarasota County Ambulance Resale

Chad Jorgensen, Fire Chief & Public Safety Director presented a request to authorize the County Administrator to negotiate with Sarasota County for the Purchase of Ambulance Equipment up to $77,000 and approve the Purchase orders if negotiations are successful.

A motion was made by Commissioner Gross, seconded by Commissioner Schaefer, to approve the County Administrator to negotiate the purchase of ambulance equipment. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

ADMINISTRATOR'S REPORT

Mandy Hines, County Administrator reported that since February 3rd, the County has responded to twenty four brush fires, five structure fires, and two vehicle fires. She emphasized that extremely dry conditions persist and a burn ban remains in effect. No burn permits are being issued. Recent fire responses have required assistance from Forestry, air assets, and mutual aid from neighboring counties, placing significant strain on local resources. Residents were urged to comply with the burn ban and to use caution with motorized equipment, including keeping fire extinguishers readily available. Ms. Hines also introduced Mr. Dennis O'Hara, recently confirmed by the Board as the County's Emergency Management Director. She noted that he has begun transitioning into the role and is actively engaging in training and coordination efforts.

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

Commissioners provided general comments and updates. Remarks were made regarding the countywide burn ban, with clarification that outdoor burning is not currently permitted and applies to all residents. Appreciation was expressed to fire and forestry personnel for their continued response to fires, accidents, and emergency situations. Comments were shared recognizing Habitat for Humanity's efforts to support the local school community, including fundraising initiatives. The recent county fair was highlighted, with praise given to participating

youth and families for their involvement in agricultural and 4-H projects, noting the life skills and responsibilities gained through those experiences. Positive feedback was shared regarding the new administrative building, with acknowledgment of improved efficiency, parking, workflow, and customer service, particularly within the tax and DMV offices. Discussion also included the potential economic impact of a proposed data center project. Commissioners noted the opportunity it may present in helping offset potential future revenue reductions related to homestead tax changes. Comparisons were made to traditional residential development revenue, emphasizing the scale of possible financial benefit to the county. Support was expressed for carefully considering the project as a strategic opportunity for long-term fiscal stability.

ADJOURNMENT

Being no further business before the Board, Chairman Hickok adjourned the meeting at 10:06am.

ATTEST:

MANDY HINES
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

STEVE HICKOX
CHAIRMAN

SUPPLEMENTAL BOARD DOCUMENTS

NOTE: For quasi-judicial matters, any party desiring a verbatim record of the proceeding of this hearing for the purpose of an appeal is advised to make private arrangements for the production of a record and anyone wishing to present documents or other written evidence to the Board must provide eight (8) copies of the written material . If special accommodations are required in accordance with the Americans with Disabilities Act, individuals should contact the County Administrator's Office by calling 863-993-4800 at least 48 hours prior to the hearing.

DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, February 24, 2026 **3:00 PM**

CALL TO ORDER

ROLL CALL

Present: Commissioner JC Deriso
Commissioner Judy Schaefer
Commissioner Steven Hickox
Commissioner Elton Langford
Commissioner Jerod Gross

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

Ed Horne of Pine Level Church gave the invocation.

INTRODUCTION OF ELECTED OFFICIALS

Karen Whaley, Senator Albitton's Office was present as well as Debbie Wertz, supervisor of Elections.

SET/AMEND

A motion was made by Commissioner Schaefer, seconded by Commissioner Langford, to set the agenda . The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

PUBLIC FORUM FOR NON-AGENDA ITEMS

Carol Mahler addressed the board regarding a reported sewage spill, citing a Florida Department of Environmental Protection notice dated February 17, 2026, for an incident that occurred on January 19, 2026. County staff confirmed the spill happened during a force main replacement project intended to increase sewer capacity. During construction, a valve connected to an inactive lift station was not reinstalled. When the system was reactivated, sewage flowed into the unused lift station and overflowed. The issue was quickly identified, and staff promptly corrected it by reinstalling the valve and securing the line.

CONSENT AGENDA-MOTION TO APPROVE

Approval of the Consent Agenda

A motion was made by Commissioner Schaefer, seconded by Commissioner Gross, to approve the Consent Agenda. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

1. **Resolution appointing and reappointing members of the Economic Development Advisory Committee.**

   Attachments: EDAC Resolution 2026 Taylor Jones

   Enactment No: 2026-016

2. **Minutes/BOCC Public Meeting 01-27-2026**

   Attachments: 01-27-2026 BOCC Meeting

3. **Hazard Mitigation Grant Program - Turner Center Project Withdrawal.**

   Attachments: Authorizing Agent
   DeSoto_HMGP_Withdrawal_Letter

PRESENTATIONS

4. **Presentation by the YMCA of Southwest Florida**

   Attachments: YMCA Presentation for 2-24-2026

   Sondra Guffy introduced Brian Mason and Andrea Cuppuccilli with the YMCA of Southwest Flordia who gave a presentation of their plans to hold summer camp at the Turner Center Exhibit Hall. They discussed the amenities and benefits of having a local summer camp.

5. **Presentation / Comprehensive Plan Kick-Off Meeting**

   Jennifer Codo-Salisbury with Central Florida Regional Planning Council gave an overview of the Comprehensive Plan modification process and project schedule, to update the Comprehensive Plan to the Year 2050 Planning Horizon. The efforts will include: Public meetings/workshops to present information and solicit public input. Preparation of existing conditions and data analysis required by State Statute. Project Website and drafting the Comprehensive Plan Update.

REGULAR BUSINESS

6. **Lennar Homes LLC Water and Phase 2 Wastewater Utility Service and Conveyance Agreement**

   Attachments: Utility Service & Conveyance Agreement (Water & Phase 2 Wastewater ERU Allocation) - Lennar Homes LLC

   Greg Harris presented a request to approve a Utility Service and Conveyance Agreement with Lennar Homes LLC granting a total of 175 Phase 2 ERUs of Wastewater and an equal number of Water ERUs upon approval of the Agreement and payment of the Wastewater Capital Charges.

   A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve this Agreement. The motion carried by the following vote:

   Aye: Deriso, Schaefer, Hickox, Langford, and Gross

7. **Piggyback Agreement / Sarasota County / Engineered Coating Solutions, LLC**

Attachments: 2026-003PA Engineered Coating Solutions

Greg Harris presented a request to approve the Piggyback Agreement with Sarasota County and Engineered Coating Solutions, LLC, for lift station, manholes, and line inspection services.

A motion was made by Commissioner Langford, seconded by Commissioner Gross,to approve this Agreement. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

8. Kimley-Horn Water Reclamation Facility Design Services for Stormwater requirements.

Attachments: AMD 2 DeSoto WWTP-Stormwater Revisions
Attachment 1 - Approximate Limits of Additional Modeling
2025.11.21_WP-Stormwater
23-06-00RFQ Agreement Change Order 2

Greg Harris presented a request to approve change Order #2 to the Wastewater Reclamation Facility Agreement with Kimley-Horn adding additional design services for stormwater as required by the permit.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve the Change Order. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

9. Facilities Plan Update and SRF Application Authorization

Attachments: 2026 Reso FDEP SRF Wastewater Master Plan
DeSotoCountyFacilitiesPlan2026Update(DS260212)

Greg Harris presented a request to adopt a Resolution for the Facilities Plan Update and SRF Application Authorization.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, to adopt the Resolution. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

Enactment No: 2026-017

10. Ordinance/Repealing & Replacing Article 1 of Chapter 4 of the County's Code

Attachments: Ordinance re Animal Control (Repeal and Replace) - 2.24.26 meet

Susan Brodowsky presented a request to adopt an Ordinance/Repealing & Replacing Article 1 of Chapter 4 of the County's Code As it necessary to update the Code to conform to Florida Statutes and to address the ongoing needs of the County as it relates to animal control.

A motion was made by Commissioner Schaefer, seconded by Commissioner Deriso, that this Ordinance be adopted. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

Enactment No: 2026-002

11. HHRP/Loan Extension

Attachments: Agreement Extension clean - tc.pdf
Grey Rock Group HHRP Proposal.pdf
Original Multifamily note.pdf
Multifamily mortgage agreement.pdf
Neighborhood Lending Partners Agreement.pdf

Lauri Benson Social Services Director, presented a request to approve the extension of the HHRP loan for an additional 20 years, providing for a new expiration of March 30, 2047, contingent on the sale of DeSoto Landing, and authorizing the County Administrator to execute the loan extension agreement in substantially the attached form.

A motion was made by Commissioner Gross, seconded by Commissioner Deriso, to approve the HHRP/Loan extension. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

12. Resolution/Agreement State Fire Marshal Fire Tower Project

Attachments: Grant Agreement FM1234-DFS and DeSoto County BOCC 2-24-2
Reso - fire tower grant (tc)

Peggy Waters Grant Coordinator, presented a request to approve the agreement with the State Fire Marshal for funding a fire tower and adopt the Resolution allowing the Assistant County Administrator to sign all related document for the grant.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, that this Resolution be adopted. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

Enactment No: 2026-018

13. CM at Risk Construction Services- SEMCO Construction, Inc.

Attachments: 2026-012, CMAR Master Agreement - fully executed 1.6.26
Form Cooperative (Piggyback) Purchase Agreement SEMCO

Cindy Talamantez, Purchasing Director presented a request approve the Contract with SEMCO Construction, Inc. for Construction Manager at Risk Services.

A motion was made by Commissioner Langford, seconded by Commissioner Gross, to approve this Contract. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

14. Annual Road Paving Project - Change Order #5

Attachments: 25-13-00ITB Change Order #5

Mike Guardullo, County Engineer presented a request to approve Change Order #5 to the Annual Paving Contract with Excavation Point to include additional roadways

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve this Change Order. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

15. Purchase Order Approval /Life Line Rescue Purchase

Attachments: life line Ambulance Contract

Chad Jorgensen, Public Safety Director, presented a request to authorize the County Administrator to execute the contract and issue a Purchase Order for two rescue trucks from Life Line Emergency vehicles.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve the purchase order for two rescue vehicles from Life Line Emergency vehicles. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

16. Resolution/Budget Amendment Fiscal Year 2025/2026

Attachments: Resolution
Summary and Narrative
2026-56 Utilities Wastewater Capital
2026-58 Economic Development
2026-59 Utilities Wastewater Capital
2026-60 General Fund & Public Safety

Mandy Hines, County Administrator, presented a request to adopt a Resolution relating to the attached budget amendments affecting the 2025/2026 adopted budget, as provided in Budget Amendment 2026-56, 2026-58, 2026-59 and 2026-60.

A motion was made by Commissioner Schaefer, seconded by Commissioner Deriso, that this Resolution be adopted. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

Enactment No: 2026-019

17. Chairman to appoint an alternate to the Canvassing Board

Attachments: FS 102.141

Mandy Hines, County Administrator presented a request to Chairman Steve Hickox to appoint an alternate to the Canvassing Board. Chairman Hickox appointed Commissioner Gross as alternate.

3PM PUBLIC HEARING

18. Resolution/Special Assessment Program

Attachments: Resolution MSBU Fire and EMS
Exhibit A
Exhibit B
Exhibit C

Mandy Hines County Administrator presented a request to adopt the Resolution as presented electing to use the uniform method of collecting non-ad valorem special assessments to fund fire protection services and emergency medical services (EMS) within the incorporated and unincorporated areas of the County.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, that this Resolution be adopted. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

Enactment No: 2026-020

ADMINISTRATOR'S REPORT

Mandy Hines announced a March 5th community meeting at theThornton Creek Clubhouse in Sunny Breeze with DR Horton consultants and FDOT to discuss Harbor Landings alternative access and related impacts to HWY 17 connections. She will attend in a listening capacity only. Commissioners were asked to notify her if they plan to attend so Sunshine Law requirements can be addressed. A reminder was given about the March 10th workshop on planning process efficiency. Ms. Hines also reported that revised bids for the proposed 2,000-square-foot metal building for hurricane recovery supplies remain approximately $22,000 over budget despite cost reductions. The matter will be discussed further at the March 10th meeting.

COUNTY ATTORNEY'S REPORT

Valerie Vicente, County Attorney reported that the Giuseppe litigation has been resolved, with the applicant obtaining both a Certificate of Occupancy and Certificate of Use and coming into full compliance; the case will be dismissed. Ms. Vicente also advised that a certified lot split application submitted by Mr. Hall was denied by the Development Director and subsequently upheld by the Board of Adjustments following a 2-2 vote. Mr. Hall has appealed the decision to the Board of County Commissioners. The appeal hearing is scheduled for March 24 at 3:00 p.m., with April 14 as an alternate date if needed. Commissioners were reminded not to discuss the merits of the case prior to the hearing.

BOARD MEMBER COMMENTS

Commissioners thanked staff, community partners, and local leaders for their ongoing efforts, highlighting the successful Farm Bureau event and support of the YMCA summer program. Appreciation was also extended to the Road and Bridge Department for improvements in Nocatee that received positive community feedback. The public was reminded about the upcoming rodeo and encouraged to support local events.Commissioners voiced concern over heightened wildfire risks due to dry, windy conditions, urging residents to avoid burning and follow safety precautions, while expressing gratitude to firefighters and emergency personnel. Additional comments included appreciation for Senator Albritton’s support of agriculture, concern about roadside litter, and interest in exploring partnerships-potentially with the prison system-for cleanup efforts. The meeting recessed until 6:30 p.m.

RECESS UNTIL 6:30 PM PUBLIC HEARING

QUASI-JUDICIAL PUBLIC HEARING

Valerie Vicente County Attorney explained county procedures for Quasi-Judicial and Ex Parte Communication. Commissioners all then gave a brief list of constituents they have had correspondence with via phone, e-mail or in person as well and time and dates of any site visits. The Clerk administered the Oath to all who wished to speak at the hearing.

19. Resolution / FPL Bickett Substation Development Plan (SITE-0172-2025)

Attachments:
2026-01-05 SITE-0172-2025 Bickett DP SR
Location Map
Zoning Map
FLU Map
Site Plan pg. 3 of 3
2026-01-05 SITE-0172-2025 Bickett DP RES

Misty Servia presented a request for approval of a development plan for an electric transmission substation on a 271.21-acre agricultural parcel located on the east side of Northwest County Road 661, just south of the Hardy County line. The site is designated Rural Agricultural, zoned A-10, and includes a small wetland area. The development approval applies only to a limited portion of the property where the substation will be constructed. Ms. Servia confirmed the project is consistent with the Comprehensive Plan and Land Development Regulations, subject to standard conditions, including compliance at the improvement plan stage and obtaining any required state permits. Board discussion focused primarily on lighting, buffering, and compatibility with nearby properties. The applicant stated there are no current plans for solar development at the site and explained that the substation is intended to improve regional electric system reliability. Lighting would be limited and consistent with other substations, with timers to prevent extended illumination. During public comment, a neighboring property owner, Durrell Martin requested additional buffering along the southern boundary. The applicant agreed to provide enhanced landscaping along the southern project boundary (excluding the wetland area), and staff crafted a condition requiring a 20-foot-wide Type B buffer, with understory trees where necessary due to overhead power lines, extending approximately 400 feet and subject to Planning Department approval at the improvement plan stage. A motion was made by Commissioner Schaefer, seconded by Commissioner Langford to close the public meeting.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, that this Resolution be adopted. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Recused: Deriso

Enactment No: 2026-021

ADJOURNMENT

Being no further business before the Board, Chairman Deriso adjourned the meeting at 7:13pm.

ATTEST:

MANDY HINES
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

STEVE HICKOX
CHAIRMAN

SUPPLEMENTAL BOARD DOCUMENTS

Board Documents 02-24-2026 BOCC Public Meeting

Attachments: Form 8B Memorandum of voting conflict
02-24-2026 BOCC Public Meeting speaker cards

NOTE: For quasi-judicial matters, any party desiring a verbatim record of the proceeding of this hearing for the purpose of an appeal is advised to make private arrangements for the production of a record and anyone wishing to present documents or other written evidence to the Board must provide eight (8) copies of the written material . If special accommodations are required in accordance with the Americans with Disabilities Act, individuals should contact the County Administrator's Office by calling 863-993-4800 at least 48 hours prior to the hearing.

DeSoto County

3/24/2026

Item #: 4.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Agreement

DEPARTMENT: Economic Development
SUBMITTED BY: **Sondra Guffey**
PRESENTED BY: **Sondra Guffey**

TITLE & DESCRIPTION:
Suncoast Remake Learning Days Letter of Agreement-Economic Development

REQUESTED MOTION:
Motion to approve the Suncoast Remake Learning Days Letter of Agreement with Economic Development

SUMMARY:
The Patterson Foundation sponsors the Suncoast Remake Learning Days in our region. The events are held between April 18 and May 2, 2026.

BACKGROUND:
The Economic Development Department has created an event, "Bots, Bolts & Boots: Career Discovery," on April 30, 2026 at The Turner Center. This event will promote technical careers that do not necessarily require college degrees. The Department recognizes the importance of creating a strong base for our future workforce. The Patterson Foundation will give about $2,000 to cover the expenses. There is no charge for exhibitors or attendees. We had previously budgeted $1500 but now expect $2000.

FUNDS:
Budget Amount: **$2,000**
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: **001-26035154901000**
Explanation: Click or tap here to enter text.

2025 - 2026 Suncoast Remake Learning Days
Letter of Agreement between
The Patterson Foundation
&
DeSoto County Board of County Commissioners
Economic Development

The Suncoast Campaign for Grade-Level Reading (SCGLR) is a four-county effort in Charlotte, DeSoto, Manatee, and Sarasota counties fostering wide community participation to achieve shared aspirations for the success of families and children. SCGLR focuses on five core pillars: school readiness, school attendance, summer learning, parent and family engagement, and health determinants;

The Patterson Foundation works with people, businesses, nonprofits, government, and the media to catalyze efforts toward shared aspirations through five key actions: Connecting, Learning, Sharing, Evolving, and Strengthening. Remake Learning Days provides an opportunity for wide community participation across five sectors to work toward the greater good of strengthening our learning ecosystems.

Remake Learning Days is an international festival that celebrates the many learning opportunities in a community. This celebration highlights innovative experiences and opportunities for youth and participants of all ages to develop their sense of creativity, perseverance, and curiosity through organized learning themes including: Arts, Maker, Outdoor Learning, Science, Technology, Youth Voice, and Professional Development.

Suncoast Remake Learning Days 2025 was a great success with more than 45,900 community members attending 379 events throughout four counties. Suncoast Remake Learning Days 2026 will be a 15-day festival in 2026 and the Suncoast Campaign for Grade-Level Reading is proud to work with the national Remake Learning Days organization to produce Suncoast Remake Learning Days from Saturday, April 18, 2026 through Saturday, May 2, 2026.

Out of School Time providers, Students, Parents, Caregivers, Educators, Library Systems, School Systems, Recreation Programs, Foundations, Faith-based organizations, Service Clubs, nonprofits and Teaching Artists will work collaboratively to develop and execute hands-on relevant and engaging educational experiences that will foster community-wide participation. This collaboration will allow for increased learning through shared knowledge and data, and will help develop a stronger, more unified learning ecosystem.

In consideration of the mutual promises, covenants, and consideration contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Event Anchor Host agrees to:

- Host a Suncoast Remake Learning Days (SRLD) event falling between April 18 - May 2, 2026.
- Event must occur outside of regular school hours at a public location, free and open to the public.
- The Event Anchor Host shall procure or maintain general liability insurance.
- The Event Anchor Host organization shall have a designated Suncoast Remake Learning Days event contact person and a designated Suncoast Remake Learning Days Social Media Ambassador. These roles may be performed by the same individual or combination of any individuals.
- The Event Anchor Host may host its own event or partner with other organizations to host a combined event. Collaborating groups must select a “Event Anchor Host” designated to receive event stipend payments. Each participating organization will be eligible for the “Muscle Building” stipend contingent on attendance at each of four (4) required Labinars. A Partnership Agreement Document is attached. This document is not required, it is included for your internal use as a planning tool.

The Patterson Foundation agrees to:

- Remit timely Event Stipend payment upon signature and completion of this agreement and attendance at one Marketing Labinar. (Returning event hosts whose previous attendance numbers fell below 80% of projected attendance are urged to partner with other organizations and must attend Labinar 1: Event Promotion and Labinar 2: Event Content.)
- Remit timely “Early Bird” Support payment upon receipt of Suncoast Remake Learning Days official event submission form prior to December 15, 2025 ($500) or January 15, 2026 ($350). An organization cannot receive both “Muscle Building” and “Early Bird” stipends. Returning event hosts whose previous attendance numbers fell below 80% of projected attendance must attend Labinar 1: Event Promotion and Labinar 2: Event Content to qualify for the “Early Bird” stipend.
- Remit timely “Muscle Building” stipend payment upon attendance at each of four (4) required Labinars. An organization cannot receive both “Muscle Building” and “Early Bird” support.
- The Suncoast Campaign for Grade-Level Reading and The Patterson Foundation will provide fully participating Suncoast Remake Learning Days organizations with resources including a structured series of Pre-Remake Learning Days "Muscle Building" Webversations and Labinars designed to strengthen individuals, organizations and the community while ensuring the success of each Suncoast Remake Learning Days offering.

- Provide a printed event guide and electronic event app for Suncoast Remake Learning Days
- Compile and collect any post-event data.

Description of Stipend Levels
The Patterson Foundation will provide support for Suncoast Remake Learning Days through three levels of stipends, “Muscle Building”, “Early Bird” and Event Stipends.

“Muscle Building” stipend can be achieved by participating hosts and/or partner organizations attending each of four (4) Labinars: Labinar 1: Event Promotion, Labinar 2: Event Content, Labinar 3: Marketing Tools and Strategies and Labinar 4: Social Media Optimization. An organization cannot receive both “Muscle Building” and “Early Bird” stipends.

“Early Bird” stipend can be achieved by organizations that have participated in past Suncoast Remake Learning Days, attended Labinar 1: Event Promotion, and completed their official event submission form prior to December 15, 2025 ($500) or January 15, 2026 ($350). Returning event hosts whose previous attendance numbers fell below 80% of projected attendance must attend both Labinar 1: Event Promotion and Labinar 2: Event Content Labinars to qualify for “Early Bird” support. An organization cannot receive both “Muscle Building” and “Early Bird” stipends.

Event Stipends will be paid to the “Event Anchor Host” to help cover any costs for event talent, supplies, and/or overhead for the actual Suncoast Remake Learning Days events. If an event takes place where there is more attendance than originally stated for event support, a difference will be paid. Event Support is based on in-person or virtual attendance and will be processed after submitting a fully executed Letter of Agreement and attendance at Labinar 1: Event Promotion.

2026 Suncoast Remake Learning Days Support Provided by The Patterson Foundation		
Event "Muscle Building" Labinars		
	In-Person	**Virtual**
Suncoast Remake Learning Days "Muscle Building" Labinar participation in all four Labinars per participating organization - every participating organization is eligible for this stipend one time, provided they have attendance at all four "Muscle Building" Labinars. An organization cannot receive both "Muscle Building" and "Early Bird" stipends.	**$500**	**$500**
Event "Early Bird" Stipend		
	Event Submitted by Dec. 15, 2025	**Event Submitted by Jan. 15, 2026**
Suncoast Remake Learning Days "Early Bird" Stipend. Any participating lead organization that has participated in Suncoast Remake Learning Days prior to the 2026 festival is eligible for this support one time. To qualify, organizations must have representation at Labinar 1: Event Promotion. Returning event hosts whose previous attendance numbers fell below 80% of projected attendance must attend Labinar 1: Event Promotion and Labinar 2: Event Content to qualify for "Early Bird" stipend. An organization cannot receive both "Muscle Building" and "Early Bird" stipends.	**$500**	**$350**

Suncoast Remake Learning Days Event Stipends		
	In-Person	**Virtual**
Suncoast Remake Learning Days In-person Event for up to 30 participants. This stipend is available per event, and will be paid to the Event Anchor Host when it is a collaborative event after attending Labinar 1: Event Promotion and completing a letter of agreement.	**$500**	**$500**
Suncoast Remake Learning Days In-person Event for up to 60 participants (This stipend is available per event, and will be paid to the Event Anchor Host when it is a collaborative event after attending Labinar 1: Event Promotion and completing a letter of agreement.	**$1000**	
Suncoast Remake Learning Days In-person Event for up to 100 participants - This stipend is available per event, and will be paid to the Event Anchor Host when it is a collaborative event after attending Labinar 1: Event Promotion and completing a letter of agreement.	**$1500**	
Suncoast Remake Learning Days In-person Event for more than 100 participants - This stipend is available per event, and will be paid to the Event Anchor Host when it is a collaborative event after attending Labinar 1: Event Promotion and completing a letter of agreement.	**$2000**	

Partner Media/Public Relations/Social Media Policy
The Patterson Foundation values working collaboratively with partners and vendors for ultimate impact. Part of being an active and engaged vendor means mutual coordination of strategy, messaging, and timing of communications efforts for a streamlined and consistent approach. To this end, we've created the following process to align efforts.

Partners should ensure their internal strategy aligns with this media procedure below, so all internal stakeholders know where to direct media inquiries:

Media Inquiries and Interviews
Direct all media inquiries and questions related to The Patterson Foundation to: Beth Duda, 941-952-1413 or Bduda@thepattersonfoundation.org

Media Releases

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation's communications partner, MagnifyGood.
2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective parties to this Agreement and have caused this Agreement to be executed as of the date noted.

The Patterson Foundation

_____ _____, 20___

_____
Debra Jacobs, President and CEO

_____ _____, 20___

_____
Beth Duda, Director, Suncoast Campaign for Grade-Level Reading

_____
Signature

_____ _____, 2026

Chair, DeSoto BOCC_____
Title

_Steve Hickox_____
Print Name

If you are seeking Event Stipends for more than one event,
Please ensure every event is represented.

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 E Oak Street, Arcadia FL 34266
Address for receipt of check - Street Name *(if different than address listed above)*	2250 NE Roan St
Address for receipt of check - City, State, Zip *(if different than address listed above)*	Arcadia, FL, 34266
Send payment to the attention of	Attn: Sondra Guffey
Name of Suncoast Remake Learning Days event	Bots, Bolts & Boots Career Discovery: Skip the Degree, Not the Dream
Date of Suncoast Remake Learning Days event	Thursday, April 30, 2026
Start Time of Suncoast Remake Learning Days event	3:30 PM
End Time of Suncoast Remake Learning Days event	7:00 PM
Location of Suncoast Remake Learning Days event	Turner Agri-Civic Center
Address of Suncoast Remake Learning Days event	2250 NE Roan Street, Arcadia FL 34266
County	DeSoto
Description	Join us for "Bots, Bolts & Boots Career Discovery: Skip the Degree, Not the Dream", an interactive and fun event for all ages. Explore high-demand, high-skill careers that offer great pay in challenging fields. Meet professionals and local employers, and learn what a typical day looks like and how you can get started fast. Discover your passion and find a path to a fulfilling career, while having fun. Win prizes and enjoy free refreshments, too!
Projected number of Suncoast Remake Learning Days event attendees	101+
Targeted audience for this Suncoast Remake Learning Days event	Ages 8-10, Ages 11-13, Ages 14-18, Teens, Adults

Theme	Technology
Registration Link	https://tinyurl.com/vfw9py8x
Event Details	Wheelchair accessible, Accessible parking, Service animals

DeSoto County

3/24/2026

Item #: 5.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Agreement

DEPARTMENT: Turner Center
SUBMITTED BY: **Sondra Guffey**
PRESENTED BY: **Sondra Guffey**

TITLE & DESCRIPTION:
Suncoast Remake Learning Days Letter of Agreement-Turner Center

REQUESTED MOTION:
Motion to approve the Suncoast Remake Learning Days Letter of Agreement for the Turner Center

SUMMARY:
The Patterson Foundation sponsors the Suncoast Remake Learning Days events in our region. The event take place between April 18 and May 2, 2026. The Turner Center will receive funding to cover the expenses of these events.

BACKGROUND:
The Turner Center is hosting two events. One is "Remake Music," which will feature making musician instruments out of recycled materials as well as opportunities to learn how to run a sound board and be a disc jockey. This will be held on Tuesday, April 21. The other event is "Florida Wild: Nature Movie & Nature Walk," in which participants will watch a movie about nature, do a hands-on craft and take a nature walk around the Turner Center campus. This event takes place on Sunday, April 19, 2026.

FUNDS:
Budget Amount: **TBD**
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: **001-70815754900001**
Explanation: **Funding provided by The Patterson Foundation**

2025 - 2026 Suncoast Remake Learning Days
Letter of Agreement between
The Patterson Foundation
&
DeSoto County Board of County Commissioners
DeSoto County Turner Center

The Suncoast Campaign for Grade-Level Reading (SCGLR) is a four-county effort in Charlotte, DeSoto, Manatee, and Sarasota counties fostering wide community participation to achieve shared aspirations for the success of families and children. SCGLR focuses on five core pillars: school readiness, school attendance, summer learning, parent and family engagement, and health determinants;

The Patterson Foundation works with people, businesses, nonprofits, government, and the media to catalyze efforts toward shared aspirations through five key actions: Connecting, Learning, Sharing, Evolving, and Strengthening. Remake Learning Days provides an opportunity for wide community participation across five sectors to work toward the greater good of strengthening our learning ecosystems.

Remake Learning Days is an international festival that celebrates the many learning opportunities in a community. This celebration highlights innovative experiences and opportunities for youth and participants of all ages to develop their sense of creativity, perseverance, and curiosity through organized learning themes including: Arts, Maker, Outdoor Learning, Science, Technology, Youth Voice, and Professional Development.

Suncoast Remake Learning Days 2025 was a great success with more than 45,900 community members attending 379 events throughout four counties. Suncoast Remake Learning Days 2026 will be a 15-day festival in 2026 and the Suncoast Campaign for Grade-Level Reading is proud to work with the national Remake Learning Days organization to produce Suncoast Remake Learning Days from Saturday, April 18, 2026 through Saturday, May 2, 2026.

Out of School Time providers, Students, Parents, Caregivers, Educators, Library Systems, School Systems, Recreation Programs, Foundations, Faith-based organizations, Service Clubs, nonprofits and Teaching Artists will work collaboratively to develop and execute hands-on relevant and engaging educational experiences that will foster community-wide participation. This collaboration will allow for increased learning through shared knowledge and data, and will help develop a stronger, more unified learning ecosystem.

In consideration of the mutual promises, covenants, and consideration contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Event Anchor Host agrees to:

- Host a Suncoast Remake Learning Days (SRLD) event falling between April 18 - May 2, 2026.
- Event must occur outside of regular school hours at a public location, free and open to the public.
- The Event Anchor Host shall procure or maintain general liability insurance.
- The Event Anchor Host organization shall have a designated Suncoast Remake Learning Days event contact person and a designated Suncoast Remake Learning Days Social Media Ambassador. These roles may be performed by the same individual or combination of any individuals.
- The Event Anchor Host may host its own event or partner with other organizations to host a combined event. Collaborating groups must select a “Event Anchor Host” designated to receive event stipend payments. Each participating organization will be eligible for the “Muscle Building” stipend contingent on attendance at each of four (4) required Labinars. A Partnership Agreement Document is attached. This document is not required, it is included for your internal use as a planning tool.

The Patterson Foundation agrees to:

- Remit timely Event Stipend payment upon signature and completion of this agreement and attendance at one Marketing Labinar. (Returning event hosts whose previous attendance numbers fell below 80% of projected attendance are urged to partner with other organizations and must attend Labinar 1: Event Promotion and Labinar 2: Event Content.)
- Remit timely “Early Bird” Support payment upon receipt of Suncoast Remake Learning Days official event submission form prior to December 15, 2025 ($500) or January 15, 2026 ($350). An organization cannot receive both “Muscle Building” and “Early Bird” stipends. Returning event hosts whose previous attendance numbers fell below 80% of projected attendance must attend Labinar 1: Event Promotion and Labinar 2: Event Content to qualify for the “Early Bird” stipend.
- Remit timely “Muscle Building” stipend payment upon attendance at each of four (4) required Labinars. An organization cannot receive both “Muscle Building” and “Early Bird” support.
- The Suncoast Campaign for Grade-Level Reading and The Patterson Foundation will provide fully participating Suncoast Remake Learning Days organizations with resources including a structured series of Pre-Remake Learning Days "Muscle Building" Webversations and Labinars designed to strengthen individuals, organizations and the community while ensuring the success of each Suncoast Remake Learning Days offering.

- Provide a printed event guide and electronic event app for Suncoast Remake Learning Days
- Compile and collect any post-event data.

Description of Stipend Levels
The Patterson Foundation will provide support for Suncoast Remake Learning Days through three levels of stipends, “Muscle Building”, “Early Bird” and Event Stipends.

“Muscle Building” stipend can be achieved by participating hosts and/or partner organizations attending each of four (4) Labinars: Labinar 1: Event Promotion, Labinar 2: Event Content, Labinar 3: Marketing Tools and Strategies and Labinar 4: Social Media Optimization. An organization cannot receive both “Muscle Building” and “Early Bird” stipends.

“Early Bird” stipend can be achieved by organizations that have participated in past Suncoast Remake Learning Days, attended Labinar 1: Event Promotion, and completed their official event submission form prior to December 15, 2025 ($500) or January 15, 2026 ($350). Returning event hosts whose previous attendance numbers fell below 80% of projected attendance must attend both Labinar 1: Event Promotion and Labinar 2: Event Content Labinars to qualify for “Early Bird” support. An organization cannot receive both “Muscle Building” and “Early Bird” stipends.

Event Stipends will be paid to the “Event Anchor Host” to help cover any costs for event talent, supplies, and/or overhead for the actual Suncoast Remake Learning Days events. If an event takes place where there is more attendance than originally stated for event support, a difference will be paid. Event Support is based on in-person or virtual attendance and will be processed after submitting a fully executed Letter of Agreement and attendance at Labinar 1: Event Promotion.

2026 Suncoast Remake Learning Days Support Provided by The Patterson Foundation		
Event "Muscle Building" Labinars		
	In-Person	**Virtual**
Suncoast Remake Learning Days "Muscle Building" Labinar participation in all four Labinars per participating organization - every participating organization is eligible for this stipend one time, provided they have attendance at all four "Muscle Building" Labinars. An organization cannot receive both "Muscle Building" and "Early Bird" stipends.	**$500**	**$500**
Event "Early Bird" Stipend		
	Event Submitted by Dec. 15, 2025	**Event Submitted by Jan. 15, 2026**
Suncoast Remake Learning Days "Early Bird" Stipend. Any participating lead organization that has participated in Suncoast Remake Learning Days prior to the 2026 festival is eligible for this support one time. To qualify, organizations must have representation at Labinar 1: Event Promotion. Returning event hosts whose previous attendance numbers fell below 80% of projected attendance must attend Labinar 1: Event Promotion and Labinar 2: Event Content to qualify for "Early Bird" stipend. An organization cannot receive both "Muscle Building" and "Early Bird" stipends.	**$500**	**$350**

Suncoast Remake Learning Days Event Stipends		
	In-Person	**Virtual**
Suncoast Remake Learning Days In-person Event for up to 30 participants. This stipend is available per event, and will be paid to the Event Anchor Host when it is a collaborative event after attending Labinar 1: Event Promotion and completing a letter of agreement.	**$500**	**$500**
Suncoast Remake Learning Days In-person Event for up to 60 participants (This stipend is available per event, and will be paid to the Event Anchor Host when it is a collaborative event after attending Labinar 1: Event Promotion and completing a letter of agreement.	**$1000**	
Suncoast Remake Learning Days In-person Event for up to 100 participants - This stipend is available per event, and will be paid to the Event Anchor Host when it is a collaborative event after attending Labinar 1: Event Promotion and completing a letter of agreement.	**$1500**	
Suncoast Remake Learning Days In-person Event for more than 100 participants - This stipend is available per event, and will be paid to the Event Anchor Host when it is a collaborative event after attending Labinar 1: Event Promotion and completing a letter of agreement.	**$2000**	

Partner Media/Public Relations/Social Media Policy
The Patterson Foundation values working collaboratively with partners and vendors for ultimate impact. Part of being an active and engaged vendor means mutual coordination of strategy, messaging, and timing of communications efforts for a streamlined and consistent approach. To this end, we've created the following process to align efforts.

Partners should ensure their internal strategy aligns with this media procedure below, so all internal stakeholders know where to direct media inquiries:

Media Inquiries and Interviews
Direct all media inquiries and questions related to The Patterson Foundation to: Beth Duda, 941-952-1413 or Bduda@thepattersonfoundation.org

Media Releases

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation's communications partner, MagnifyGood.
2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective parties to this Agreement and have caused this Agreement to be executed as of the date noted.

The Patterson Foundation

_____ _____, 20___

_____
Debra Jacobs, President and CEO

_____ _____, 20___

_____
Beth Duda, Director, Suncoast Campaign for Grade-Level Reading

DeSoto County Board of County Commissioners
DeSoto County Turner Center

_____
Steve Hickox, Board Chairman

_____ _____, 2026

_

All parties must initial each page Initials _____ _____ _____ _____

If you are seeking Event Stipends for more than one event,
Please ensure every event is represented.

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners DeSoto County Turner Center
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 East Oak St Suite 201, Arcadia FL 34266
Address for receipt of check - Street Name *(if different than address listed above)*	2250 NE Roan St
Address for receipt of check - City, State, Zip *(if different than address listed above)*	Arcadia, FL, 34266
Send payment to the attention of	
Name of Suncoast Remake Learning Days event	Re-MAKE Music Day
Date of Suncoast Remake Learning Days event	Tuesday, April 21, 2026
Start Time of Suncoast Remake Learning Days event	4:00 PM
End Time of Suncoast Remake Learning Days event	7:00 PM
Location of Suncoast Remake Learning Days event	The Turner Agri-Civic Center Arena
Address of Suncoast Remake Learning Days event	2250 NE Roan St, Arcadia FL 34266
County	DeSoto
Description	Unleash your inner musician at this free event for the whole family! Create your own instrument, become a Sound Technician, perform on stage, meet a Radio DJ and learn about life in broadcasting, and enjoy free food and prizes! Join us and you may just be a lucky winner!
Projected number of Suncoast Remake Learning Days event attendees	101+
Targeted audience for this Suncoast Remake Learning Days event	Ages 5-7, Ages 8-10, Ages 11-13, Ages 14-18, Teens, Adults
Theme	Maker
Registration Link	https://tinyurl.com/Re-Make-Music
Event Details	Wheelchair accessible, Accessible parking, Service animals

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners Desoto County Turner Center
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 E Oak Street, Arcadia FL 34266
Address for receipt of check - Street Name	2250 NE Roan St
Address for receipt of check - City, State, Zip	Arcadia, FL, 34266
Send payment to the attention of	Attn: Eric Hamilton
Name of Suncoast Remake Learning Days event	Florida Wild: Nature Movie & Nature Walk
Date of Suncoast Remake Learning Days event	Sunday, April 19, 2026
Start Time of Suncoast Remake Learning Days event	2:00 PM
End Time of Suncoast Remake Learning Days event	4:00 PM
Location of Suncoast Remake Learning Days event	Turner Agri-Civic Center Arena
Address of Suncoast Remake Learning Days event	2250 NE Roan Street, Arcadia FL 34266
County	DeSoto
Event Description	The "Florida Wild" event is a free, family-friendly experience that blends indoor discovery with outdoor exploration. This includes a Nature Movie Screening, Guided Nature Walk to explore our flora and fauna, and hands-on activity, with something to take home to remember what you learned. Plus, popcorn!
Projected number of Suncoast Remake Learning Days event attendees	101+
Targeted audience for this Suncoast Remake Learning Days event	Ages 5-7, Ages 8-10, Ages 11-13, Ages 14-18, Teens, Adults
Theme	Outdoor Learning
Registration Link	https://tinyurl.com/FloridaWildWalk
Event Details	Wheelchair accessible, Accessible parking, Service animals

DeSoto County

3/24/2026

Item #: 6.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Surplus

DEPARTMENT: Administrative Services
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Cindy Talamantez**

TITLE & DESCRIPTION:
Declaration of Surplus Property

REQUESTED MOTION:
Declare the list of presented items as Surplus and approve for sale or disposal.

SUMMARY:
Declaration of Surplus Property

BACKGROUND:
County Property that qualifies as Assets has been identified by Departments as no longer needed or wanted. Staff is requesting the Board declare the items as Surplus, authorizing the sale or disposal of the items and removal from inventory.

FUNDS:
Budget Amount: **Revenue Generating**
Actual Agenda Item: **No monetary request.**
Account Number: **Varies by assigned Department.**
Explanation: **Revenue Generating**

SURPLUS ACTION REPORT

ASSET #	DESCRIPTION	VEHICLE ID#/ SERIAL#	FUND	DEPARTMENT	ORIGINAL DATE PURCHASED	ORIGINAL PURCHASE AMOUNT	CURRENT DEPRECIATED VALUE	REASON FOR SURPLUS/COMMENTS
2008-29	2008 FORD F150 PICKUP 4X2	1FTRF12238KE22693	102	6050	5/13/2008	$13,728.00	$ -	SEND TO INTERNET/AUCTION
2001-28	2000 FORD TRUCK	1FDXF46F2YEE39856	102	6050	9/30/2001	$37,059.74	$ -	SEND TO INTERNET/AUCTION
2003-101	2003 FORD F150 REGULAR CAB 4X4	2FTRF18W93CB14032	102	6050	8/29/2003	$19,361.00	$ -	SEND TO INTERNET/AUCTION
2015-26	ADT SECURITY SYSTEM 2015 UPGRADE	A-ADT8H-500	001	2304	1/21/2015	$3,632.43	$ -	NO LONGER NEEDED BY DEPT
2012-46	FORD F350 4X4 TRUCK/FIRE BRUSH TRYCK	1FDRF3HTXCEC12283	106	7072	8/20/2012	$36,876.82	$ -	DAMAGE OR WORN OUT

DATE APPROVED: 3/24/2026

MANDY J. HINES

BOARD OF COUNTY COMMISSIONERS

By:

DeSoto County

3/24/2026

Item #: 7.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Amendment

DEPARTMENT: Administration
SUBMITTED BY: **Peggy Waters**
PRESENTED BY: **Peggy Waters**

TITLE & DESCRIPTION:
Amendment Request/D1489 2023 LAP Funding

REQUESTED MOTION:
Motion to approve the letter requesting an extension and to move funds between projects as presented.

SUMMARY:
A request to move $625,000 from the Peace River Shoreline project to the Wastewater project will allow the County to address immediate operational and environmental needs more effectively. The letter also requests an extension to April 2027 for project completion.

BACKGROUND:
DeSoto County sustained damages in major Hurricane Ian creating debris obstructing waterways, erosion along the Peace River, over extension of the wastewater treatment plant, and damage to the County Health Department. DeSoto County was awarded a one-time payment of $11,012,206 to be utilized for the USDA/NRCS Emergency Watershed Protection Program Project, Restoration of the Shoreline on the Peace River Project, Wastewater Expansion Project, and County Health Department Building Retrofit Project.

FUNDS:
Budget Amount: **11,012,206.00**
Actual Agenda Item Cost: **11,012,206.00**
Account Number: **various**
Explanation: **D1489 Grant**

DESOTO COUNTY

Board of County Commissioners
201 East Oak Street Suite 201
Arcadia, Florida 34266
(863) 993-4800

March 24, 2026

Paige Lay, FCCM
Infrastructure Program Manager
Bureau of Response
Florida Division of Emergency Management
2555 Shumard Oak Blvd, Tallahassee, FL 32399-7018

Dear Ms. Lay,

DeSoto County respectfully requests an extension of the D1489 DeSoto County 2023 Local Assistance Plan (LAP) Agreement to April 30, 2027. The additional time is needed to allow the County to complete the remaining project activities and ensure full and effective use of the awarded funds.

In addition, the County requests approval to reallocate $625,000 from the Shoreline Project to the Wastewater Project under the same agreement. This adjustment will allow the County to address higher priority wastewater infrastructure needs and ensure the funds are utilized where they will have the greatest environmental and community benefit.

We appreciate the Division's continued support of DeSoto County's infrastructure and environmental improvement efforts. Please let us know if any additional documentation or information is required to process this request.

Sincerely,

Steve Hickox
Chairman

DeSoto County

3/24/2026

Item #: 8.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Report

DEPARTMENT: Administration
SUBMITTED BY: **Justin Smith**
PRESENTED BY: **Central Florida Regional Planning Council**

TITLE & DESCRIPTION:
Presentation / Update on the DeSoto County Vulnerability Assessment

REQUESTED MOTION:
None

SUMMARY:
Update on the County-wide Vulnerability Assessment.

BACKGROUND:
DeSoto County applied for and was awarded a Resiliency Planning Grant through the Florida Department of Environmental Protection. This grant (titled DeSoto County Comprehensive Vulnerability Assessment Including Arcadia) assesses the vulnerability of the critical assets against extreme rainfall and flooding. This project will be used to help build the community's resilience by predicting potential depth of water from flooding, analyzing potential impacts on critical assets, potential impacts on different demographic groups, and will serve as the basis for building resilience. Using the information gathered from the vulnerability assessment, the City will be able to identify potential improvements to the critical assets impacted by potential flood waters. Completing the vulnerability assessment, in accordance with the criteria outlined in Florida Statutes, qualifies the County and the City for additional FDEP project funding through Resilient Florida or other FDEP grants. Staff from the CFRPC will provide a project update.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

DeSoto County

3/24/2026

Item #: 9.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Proclamation

DEPARTMENT: Administration
SUBMITTED BY: **Sylvia Altman**
PRESENTED BY: **Mandy Hines**

TITLE & DESCRIPTION:
Proclamation/ National Nutrition Month March 2026

REQUESTED MOTION:
To proclaim March 2026 as National Nutrition Month in DeSoto County

SUMMARY:
National Nutrition Month is a nutrition education and information campaign created annually in March by the Academy of Nutrition and Dietetics. The Campaign focuses attention on the importance of making informed food choices and developing sound eating and physical activity habits.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

DESOTO COUNTY, FLORIDA
PROCLAMATION

WHEREAS, food is the substance by which life is sustained; and

WHEREAS, the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and

WHEREAS there is a need for continuing nutrition education and a wide-scale effort to enhance healthy eating practices; and

WHEREAS, Registered Dietitian Nutritionists have degrees in nutrition, dietetics, public health, or a related field from well-respected, accredited colleges and universities, completed an internship, and passed an examination; and

WHEREAS, Registered Dietitian Nutritionists are the food and nutrition experts who can translate the science of nutrition into practical solutions for healthy living, use their nutrition expertise to help individuals make unique positive lifestyle changes, and advocate for advancing the nutritional status of Americans and people around the world;

NOW, THEREFORE, BE IT PROCLAIMED that the Board of County Commissioners of DeSoto County, recognize the month of March 2026 as:

National Nutrition Month

and encourage all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow

Passed and duly adopted on this **24th** day of **March,2026** by the DeSoto County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

_____
Mandy Hines
County Administrator

_____
Steve Hickox
Chairman

DeSoto County

3/24/2026

Item #: 10.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Amendment

DEPARTMENT: Utilities
SUBMITTED BY: **Jeannine Tatum**
PRESENTED BY: **Greg Harris**

TITLE & DESCRIPTION:
Piggyback Agreement / Gainesville Regional Utilities / Commerce Controls, Inc.

REQUESTED MOTION:
Approve the Piggyback Agreement with Gainesville Regional Utilities and Commerce Controls, Inc. (CCI)

SUMMARY:
Staff is requesting the approval to utilize an existing Agreement between Gainesville Regional Utilities and Commerce Controls, Inc. for Instrumentation & Controls Parts and Service and technical support regarding VT SCADA and utilities operations.

BACKGROUND:
On November 1, 2024 Gainesville Regional Utilities issued a Solicitation on September 5, 2024 for Instrumentation & Controls Parts and Service. This Agreement was awarded to Commerce Controls, Inc. for an initial term of 5-years from the date of the completed contract execution. The Desoto County Utilities Department wishes to utilize this Agreement for water and wastewater services for instrumentation and control systems, including, but not limited to VT SCADA, instrumentation and Programmable Logic Controllers (PLCs), troubleshooting and repair of control systems and furnishing, fabricating and installation of electrical and instrumentation panels to maintain utilities operations.

FUNDS:
Budget Amount: **Dependent on need**
Actual Agenda Item: **Dependent on need**
Cost: **Dependent on need**
Account Number: **Varies dependent on need**
Explanation: Click or tap here to enter text.

COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT BETWEEN DESOTO COUNTY, FLORIDA AND COMMERCE CONTROLS, INCORPORATED
NO. 2026-004PA

DESOTO COUNTY, Florida, pursuant to Section 4.10.1 of the DeSoto County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement (Piggyback) with **COMMERCE CONTROLS, INCORPORATED**, ("Contractor"), to provide Instrumentation and Controls Parts and Service to/for DeSoto County (the "Services"), under the same terms and conditions as the agreement between the City of Gainesville d/b/a Gainesville Regional Utilities (GRU) and the Contractor, Contract Number RFSQ-2024-104-B (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, with a date of expiration of November 29, 2029, which Agreement resulted from a competitive procurement.

DeSoto County has reviewed the Agreement and proposal results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to DeSoto County under the same price(s), terms and conditions as the referenced Agreement above, subject to the below:

1. All references in the Agreement between the parties shall be assumed to pertain to and are binding upon Contractor and DeSoto County. All references in the Agreement to "City of Gainesville d/b/a Gainesville Regional Utilities" or "GRU" or shall be substituted with "DeSoto County, Florida".

2. The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this agreement or the contract shall be the appropriate state court in DeSoto County, Florida, in any such action, Florida law shall apply.

3. That the DeSoto County Administrative Agent for the Notice provisions under Section 3.4 of the Agreement is as follows:

Mandy J. Hines County Administrator DeSoto County 201 East Oak Street, Suite 201 Arcadia, FL 34266	**With a copy to:** County Attorney Office 201 East Oak Street, Suite 201 Arcadia, FL 34266

4. Contractor shall be required to comply with the requirements under Florida's Public Records Law contained in Section 3.18 of the referenced GRU Agreement, however the custodian of public records shall be as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

5. Section 3.5 of the invoicing provisions of the GSU Agreement are amended solely to provide for the below updated mailing address for submissions of itemized invoices:

    a. DeSoto County Utilities Department
    2170 NE Roan Street
    Arcadia, Florida 34266

6. The Contractor acknowledges that this Piggyback Agreement is intended to comply with the requirements of Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act). Accordingly, any professional engineering Work authorized under the Agreement shall be limited to projects for which (i) the estimated basic construction cost is less than $325,000, or (ii) the fee for professional services for planning or study activities is less than $35,000, or such other thresholds as may be established by applicable law. If the Contractor becomes aware that costs or fees may exceed the applicable thresholds, it shall immediately notify the County in writing and not accept the engagement for the specific project.

Agreed, accepted and consented to the 24th day of March, 2026.

WITNESS:

_____
Signature

_____
Print Name

COMMERCE CONTROLS, INC.

BY: _____

ATTEST:

_____
Mandy Hines
County Administrator

DESOTO COUNTY, FLORIDA

BY: _____
Steve Hickox

ITS: Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Valerie Vicente
County Attorney

ATTACHMENT "A"
The Agreement

RFSQ-2024-104-B

GENERAL SERVICE AGREEMENT (GSA) FOR INSTRUMENTATION & CONTROLS

GAINESVILLE REGIONAL UTILITIES

301 SE 4th Avenue

Gainesville, FL 32601

1. RECITAL

CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a

GAINESVILLE REGIONAL UTILITIES, AND COMMERCE CONTROLS, INC.

FOR

GENERAL SERVICE AGREEMENT (GSA) FOR INSTRUMENTATION & CONTROLS

THIS CONTRACT is made and entered into with an effective date of upon mutual contract execution, by and between the **CITY OF GAINESVILLE**, a Florida municipal corporation d/b/a **GAINESVILLE REGIONAL UTILITIES** ("GRU"), with offices located at 301 SE 4th Ave, Gainesville, FL 32601, and **COMMERCE CONTROLS, INC.** ("Contractor"), a Michigan Corporation, with its principal place of business at 41069 Vincenti Court, Novi, MI 48375, individually referred to as "Party" or collectively as "Parties".

WHEREAS, GRU requires Instrumentation & Controls Parts and Service; and

WHEREAS, GRU issued a Solicitation on Thursday, September 5, 2024 for Instrumentation & Controls Parts and Service; and

WHEREAS, Commerce Controls, Inc**.** submitted a Response dated Thursday, October 3, 2024, to provide Instrumentation & Controls Parts and Service; and

WHEREAS, GRU desires to enter into a Contract for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. Contractor shall provide Instrumentation & Controls Parts and Service as detailed in the Statement of Work and Fees in accordance with the General Terms and Conditions, and Supplemental Conditions.

2. GRU shall pay to Contractor for the faithful performance of this Contract according to the pricing schedule. Adjustments to price may be requested by the Contractor at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. Contractor shall provide documentation for any such price increase and the price increase shall not exceed 5% or the Producer's Price Index (PPI) and/or Consumer Price Index (CPI), whichever is the lowest, for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

3. **TERM:**

   a. This Contract shall commence on the upon mutual contract execution and terminate on five (5) years from the dated of completed contract execution.

b. Beyond the extensions described above, this Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

2. STATEMENT OF WORK AND FEES

2.1. Technical Specifications and Scope of Work

Complete emergent, emergency or time critical work, and other projects in the energy supply, energy delivery, water and wastewater, and other GRU business systems for instrumentation and control systems.

2.2. Contractors Responsibilities

- Instrumentation and controls work may include, but are not limited to:
- Furnishing and installing new instrumentation and Programmable Logic Controllers (PLCs)
- Programming Programmable Logic Controllers (PLCs)
- Programming of Human Machine Interfaces (HMI) and Operator Interface Terminal (OIT)
- In plant SCADA networking
- Demolition and disposal of existing facilities and equipment
- Staff Supplement
- Supply control panels as specified by GRU
- Troubleshoot and repair of control systems
- Instrumentation installation, modification, and repair
- Furnish, fabricate, and install electrical and instrumentation panels
- Documentation of existing and as-built electrical wiring
- Other services related to instrumentation and controls for utility systems

2.3. Safety

Work may be in an industrial environment under various climatic and occupational conditions and may be below grade or at elevations significantly above grade. Contractor shall be subject to GRU's site or department specific procedures (e.g., confined space entry, tag-out procedures).

2.4. Fees

GENERAL SERVICE AGREEMENT FOR INSTRUMENTATION & CONTROLS RFSQ-2024-104 PRICING RESPONSE

Item	Position Title & Description	$ Per Hour
	Use the blank spaces provided to add any additional positions not listed.	
1	Project Manager-planning, organizing, and directing the completion of specific projects for an organization while ensuring these projects are on time, on budget, and within scope.	197.00
2	Project Engineer- responsible for all technical and engineering aspects of their assigned projects.	150.00
3	Design Engineer-responsible for the engineering design process.	156.00
4	Field Manager- responsible for managing projects from start to finish.	197.00
5	Field Engineer-responsible for onsite engineering work/task.	156.00
6	Cad Designer- responsible for preparing engineering drawings.	184.00
7	SCAD Specialist- responsible for performing SCADA programming.	197.00
8	Panel Technician- responsible for control panel assembly, wiring and testing.	156.00
9		
10		
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14		
15		

Item	Additional Pricing	Mark-up %
	Use the blank spaces provided to add any additional services not listed.	
1	Subcontractor	15
2	Parts	20
3		
4		
5		
6		
7		

Company Name Commerce Controls, Inc.

Name Jeff Caldwell

Title Vice President

Signature Jeff Caldwell Date 02 OCT 2024

3. GENERAL TERMS AND CONDITIONS

3.1. DEFINITIONS

- Agreement: A written Contract between two or more Parties ["GRU" and "Contractor"]. "Contract" and "Agreement" are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The Contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

3.2. COMPLIANCE WITH REFERENCED SPECIFICATIONS

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

3.3. CHANGE ORDERS

GRU shall pay Contractor for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if a) made in writing; b) signed by the authorized representative(s), and c) accepted by Contractor.

Such change shall include the following: change orders that constitute changes: a) the general scope of Work, b) the schedule, c) administrative procedures not affecting the conditions of the Contract, or d) the Contract price.

3.4. NOTICES

Notices to Contractor shall be deemed to have been properly sent when delivered to Contractor physical address and email. Notices to GRU are deemed to have been properly sent when emailed to purchasing@gru.com, mailed to P.O. Box 147117 Station A105, Gainesville, FL 32614 or delivered to Utilities Procurement Department, 301 SE 4th Avenue, Gainesville, Florida 32601 and GRU acknowledges receipt.

3.5. PAYMENT

a). Invoicing. Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-105, Gainesville, FL 32614-7118 or e-mailed to accountspayable@gru.com.

b). Receipting Report for Services. An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

c). Payment Terms. Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor shall not submit more than one (1) invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

d). Lien Release. Before the final acceptance of the Work and payment by GRU, Contractor shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Contractor under this Contract until the liability has been discharged.

e). Final Payment/Acceptance. The acceptance by Contractor of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

3.6. COMPLIANCE WITH LAWS AND REGULATIONS

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Contractor is responsible for taking all precautions necessary to protect life and property.

3.7. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Contract shall be governed and construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor

agrees to indemnify GRU as described in Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

3.8. VERIFICATION OF EMPLOYEES

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: (1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and (2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

3.9. SOVEREIGN IMMUNITY

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

3.10. SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

3.11. ASSIGNMENT

GRU or Contractor shall not assign or transfer, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

3.12. AUDIT OF RECORDS

Contractor shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

3.13. NONEXCLUSIVE REMEDIES

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

3.14. ADVERTISING

Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU or the City as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the City or GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

3.15. MODIFICATION OF TERMS

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or any other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

3.16. WAIVER

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.17. DISCLOSURE AND CONFIDENTIALITY

a). Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

1. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:

i. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.

ii. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

2. Request for Trade Secret or Otherwise Confidential and Exempt Information.

i. In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.

ii. However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.

iii. If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.

iv. Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

b). "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

3.18. PUBLIC RECORDS

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Contractor shall:

a.) Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.

b.) Upon request from GRU's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements 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 records to GRU.

d.) Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU 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 records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

e.) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT 352-393-1211, PUBLICRECORDSREQUEST@GRU.COM , PO BOX 147117, STATION E3E, GAINESVILLE, FL 32614.**

3.19. SALES TAX

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at https://www.gru.com/WorkWithGRU/Procurement/PurchaseOrders

3.20. ANTI-DISCRIMINATION

Contractor shall not discriminate on the basis of race, color, religion, sex, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

3.21. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this contract.

3.22. COUNTERPARTS

This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

4. SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Supplemental Conditions.

4.1. CONDUCT OF THE WORK

Contractor(s) shall be considered an independent entity and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor(s) shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor(s) in the performance of this Contract. Contractor(s) will assign only competent and skilled workers to perform the Work. All of Contractor(s)'s personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor(s)'s sole direction, supervision and control at all times and in all places. Contractor(s)'s employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor(s) and its employees cannot represent, act, or be deemed to be an agent or employee of GRU. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Further, unless specifically authorized to do so, the Contractor(s) shall not represent to others that, as the Contractor(s), it has the authority to bind GRU to any third-party agreement.

4.2. CONTRACTOR(S) RESPONSIBILITIES

a). Performance. Contractor(s) shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor(s) has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

b). Project Related Requirements. Contractor(s) is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Contractor(s) and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

4.3. COOPERATION/ COORDINATION

a). Access to Work Site. GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

b). Work by GRU. GRU reserves the right to perform activities in the area where the Work is being performed by Contractor(s).

c). Work by Other Contractor(s). GRU reserves the right to permit other Contractor(s)s to perform work within the same work area. Contractor(s) shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

d). Coordination. Contractor(s) shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor(s) will afford GRU and other Contractor(s)s reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

4.4. INDEMNIFICATION

a). Contractor(s) shall be fully liable for its action, the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor(s), its agents, employees, partners, or subcontractors.

b). Further, Contractor(s) shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Contractor(s)'s products or GRU's operation or use of Contractor(s)'s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor(s)'s opinion is likely to become the subject of such a suit, Contractor(s) may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor(s) is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor(s) shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.

c). Contractor(s)'s obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor(s) written notice of any action or threatened action, defending the action at Contractor(s)'s sole expense. Contractor(s) shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor(s)'s prior written consent, which will not be unreasonably withheld.

d). The provisions of this section shall survive the termination or expiration of this Contract.

4.5. DAMAGE TO WORK

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor(s) who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor(s) will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Contractor(s)'s own risk. Contractor(s) is not relieved of a requirement of the specifications on the plea of error.

4.6. DISPUTES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting

of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be borne equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

4.7. DELAY

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor(s)'s sole and exclusive remedy for such delay. If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor(s) elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor(s)'s sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contact. Contractor(s) is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

4.8. DEFAULT

If Contractor(s) should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor(s), or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor(s) should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor(s) of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor(s) will be liable to GRU for any damages resulting from such default.

4.9. TERMINATION

a). Termination for Convenience. GRU may, by providing thirty “30” calendar days written notice to Contractor(s), terminate this Contract, or any part thereof, for any or no reason, for GRU’s convenience and without cause. After the termination date, Contractor(s) shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor(s) for goods and services accepted as of the date of termination, and for Contractor(s)’s actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

b). Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor(s) materially breaches this Contract by:

1. refusing, failing or being unable to properly manage or perform;

2. refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;

3. refusing, failing or being unable to make prompt payment to subcontractors or suppliers;

4. disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;

5. refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or

6. refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor(s).

c). Funding out Clause. If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Contractor(s) with thirty (30) calendar day's written notice to Contractor(s).

4.10. FORCE MAJEURE

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b)such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornadoes, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

4.11. LIMITATION OF GRU'S LIABILITY

To the fullest extent permitted by law, GRU shall not be liable to Contractor(s) for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

4.12. PERFORMANCE TIME

Contractor(s) shall complete the Work no later than the date set forth in the Contract. Contractor(s) further understands and agrees that time is of the essence. If Contractor(s) fails to complete the Work on or before the date established for Final Completion, then Contractor(s) will be solely responsible for liquidated damages or other costs as set forth in the Solicitation or Contract.

4.13. COMPLETION OF WORK

a). Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

b). Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

4.14. DELIVERY

All materials and equipment shall be delivered F.O.B. Destination, freight included.

4.15. INSURANCE

Contractor shall meet the minimum insurance requirements at all times as required by law and GRU. Contractor shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. Contractor shall procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of liability insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

The following language is required on the Certificate of Liability Insurance under Description of Operations:

> *Gainesville Regional Utilities, their subsidiaries, affiliates, and their respective officers, agents and employees are included as additional insured. The policies have been endorsed to include waiver of subrogation in favor of Gainesville Regional Utilities, their subsidiaries, affiliates and their respective officers, agents and employees. This insurance policy is primary and will not seek contribution from any other insurance available to an additional insured.*

4.16. MINIMUM INSURANCE AMOUNTS REQUIRED

Insurance is required in the amounts set forth below:

- Commercial General Liability: $1,000,000 combined single limit for bodily injury and property damage
- Automobile Liability: $1,000,000 combined single limit for bodily injury and property damage
- Worker's Compensation:

- State (Florida): Statutory
- Applicable Federal: Statutory
- Employer's Liability:
  - $500,000 per Accident
  - $500,000 Disease, Policy Limit
  - $500,000 Disease, Each Employee

- Excess Liability: $1,000,000

4.17. WARRANTY/GUARANTEE

a). Contractor(s) warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor(s) agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period.

b). No provision contained in the Specifications shall be interpreted to limit Contractor(s)'s liability for defects. No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor(s) will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor(s) must indicate if any warranty is being provided by either Contractor(s) or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor(s) must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor(s) is not able to provide such warranty.

c). All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

4.18. SAFETY AND SECURITY

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested. The contractor shall at all times take all reasonable precautions for the safety of its employees engaged in services and shall comply with all safety laws, rules and regulations as mentioned in the contractors safety orientation and/or manual as instruction may be site specific.

1. Confinement to Work Area/Parking. Contractor(s)'s employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor(s) and its employees shall park personal vehicles and equipment in areas designated by GRU.

2. Sanitation. If sanitary facilities are available near the work site, Contractor(s) may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU

prior to the use of such facilities. Unless such permission has been obtained, Contractor(s) is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor(s). If responsible for providing sanitary facilities, Contractor(s) is also responsible for all labor and supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

4. Personal Protection Equipment requirements during a Pandemic, Epidemic, Sporadic, Endemic or Outbreaks event.

i. The Contractor(s) shall supply all safety and personal protective equipment (PPE) required to complete the scope of the contracted work (or as stated in the Contract). Equipment supplied by the Contractor(s) must meet or exceed all GRU requirements and the requirements of the appropriate governmental regulatory agency

ii. It is the sole responsibility of the contractor to supply and train all workers with reasonably anticipated occupational potential exposure to any work place hazards.

iii. This training includes when to use PPE; what PPE is necessary; how to properly put on, use, and take off PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE.

iv. Protocols should be in place to prevent or reduce the likelihood of exposure and be in compliance with operating site PPE requirements. Local, state, and federal mandates must be followed.

4.19. WARRANTY OF TITLE

Contractor(s) warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

4.20. NERC CIP COMPLIANCE REQUIREMENTS

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard “CIP-004-6 Table R3 – Personnel Risk Assessment Program”, and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

4.21. ANTI-HUMAN TRAFFICKING

Pursuant to section 787.06(13), Fla. Stat., when this contract is executed, renewed, or extended the Contractor and any subcontractors must provide GRU with an affidavit, signed by an officer or a representative of the Contractor and any subcontractors under penalty of perjury, attesting that the Contractor and subcontractor does not use coercion of labor or services as those terms are defined in this section.

4.22. CONTRACTOR(S)' RESPONSIBILITIES

a). Contractor(s) will recruit, screen, interview, hire and assign its employees to perform the work pursuant to this Contract; compensate its employees for hours worked at GRU; withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving employees.

b). Contractor(s) shall obtain background check and drug screening services of its employees who will perform work at GRU locations. To ensure compliance with the Fair Credit Reporting Act, Contractor(s) will not provide copies of such background check or drug screening results to GRU but will instead provide an attestation of completion of such services to GRU. Background check services may be conducted by one or more of Contractor(s)'s preferred, third-party vendors (e.g., Hire Right, A-Check Global).

c). Contractor(s) shall require all of the Employees to self-report in writing to Contractor(s) within forty-eight hours any incidents of arrests by local, state or federal law enforcement agencies. If the Employee is unable to report in writing due to incarceration or confinement, the Employee shall notify Contractor(s) within forty-eight (48) hours after the arrest by text message, email, phone call, or voicemail. In addition, all Employees holding a Commercial Driver's License (CDL) as a condition of employment shall self-report, in writing, to Contractor(s) within forty-eight (48) hours after any citations, arrests, or charges disqualifying the Employee from holding a CDL.

4.23. ORDER OF PRECEDENCE

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

1. Any modification to this Contract
2. Contract
3. GRU Technical Specifications
4. GRU Supplemental Conditions
5. GRU General Conditions
6. GRU Instructions
7. Contractor(s) Response

5. ANTI-HUMAN TRAFFICKING AFFIDAVIT

GRU
More than Energy

Human Trafficking Affidavit

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

3. Nongovernmental Entity has read the foregoing attestation, confirms that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Commerce Controls Inc.
Nongovernmental Entity

Jeff Caldwell
Printed Name

Vice President
Title

Jeff Caldwell
Jeff Caldwell (Nov 25, 2024 11:20 EST)
Signature

25/11/24
Date

6. EXECUTION AND SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Commerce Controls, Inc. BY: Jeff Caldwell Jeff Caldwell (Nov 25, 2024 11:20 EST) Date Signed: 25/11/24 Jeff Caldwell Vice President	**CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES** BY: Debbie Daugherty Debbie Daugherty (Nov 29, 2024 10:22 EST) Date Signed: 29/11/24 Debbie Daugherty Water Wastewater Officer Approved as to form and legality: BY: Lee Libby Lee Libby (Nov 25, 2024 09:46 EST) Date Signed: 25/11/24 Lee Libby Senior Assistant City Attorney Prepared by: Zoe King Procurement Specialist III

2024-104-B general_service_agreement_gsa_for_instrumentation_controls (002)

Final Audit Report 2024-11-29

Created:	2024-11-25
By:	Samantha King (KingSL@gru.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1olbeznXPpJO85uakWTCErWxhqy11t1b

"2024-104-B general_service_agreement_gsa_for_instrumentation_controls (002)" History

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Agreement completed.

2024-11-29 - 3:22:23 PM GMT

DeSoto County

3/24/2026

Item #: 11.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Contract

DEPARTMENT: Utilities
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Greg Harris**

TITLE & DESCRIPTION:
Contract Award / DCR WWTP Expansion - Phase 1 / Poole & Kent Company of Florida

REQUESTED MOTION:
Approve the Construction Agreement with Poole & Kent Company of Florida for the Regional Wastewater Treatment Plant Expansion - Phase 1 project, contingent on approval of necessary budget amendments.

SUMMARY:
Staff recommends approval of a Construction Agreement with Poole & Kent Company of Florida for the Regional Wastewater Treatment Plant Expansion - Phase 1 project.

BACKGROUND:
The DeSoto County Regional Wastewater Treatment Plant Expansion - Phase 1 project (ITB No. 25-24-01ITB) was previously advertised for bid; however, the solicitation was cancelled after the proposed project costs exceeded available funding. The project was subsequently re-bid with value engineering incorporated into the project scope to reduce construction costs.

Three (3) bids were received from qualified contractors under the rebid solicitation. Poole & Kent Company of Florida submitted the lowest responsive responsible bid in the amount of $21,378,668.00. The County negotiated value engineering with the contractor, including revisions to coatings, labor efficiency adjustments, elimination of the Owner's Allowance Account, Owner Direct Purchase opportunities for major equipment, deletion of spray field modifications, removal of vertical turbine pumps and associated structural and electrical components, and elimination of the chemical building and equipment. These negotiated value engineering efforts resulted in $2,580,000.00 in proposed savings, reducing the project cost to a final contract amount not to exceed $18,798,668.00. Value Engineering efforts will continue. Future savings will be set aside to restore some amount of owner's allowance.

FUNDS:
Budget Amount: **$18,798,668.00**
Actual Agenda Item: **$18,798,668.00**
Cost: **$18,798,668.00**
Account Number: **413-71085356302000**
Explanation: **Project funded by a combination of grants, wastewater capital funds, and reserves.**

DESOTO COUNTY
REGIONAL WASTEWATER TREATMENT PLANT
EXPANSION – PHASE 1

Bid #25-24-01ITB

CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered effective as of the date signed by the last party below (the "Effective Date") by and between DESOTO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 201 E. Oak Street, Second Floor, Arcadia, Florida 34266 (the "County"), hereby contracts with **POOLE & KENT COMPANY OF FLORIDA** (the "Contractor") of 1715 West Lemon Street, Tampa, Florida 33606, a contractor licensed to perform all work in the State of Florida in connection with the County's Project **DeSoto County Regional Wastewater Treatment Plant Expansion – Phase 1 Construction Services, Project No. # 25-24-01ITB** (the "Project"), as said work is set forth in the Plans and Specifications prepared by **Kimley-Horn and Associates, Incorporated** , the Engineer and/or Architect of Record (the "Design Professional") and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

1.1. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, ITB #25-24-01 Intent and General Information, the Instructions to Bidders, the Contractor's Bid proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

1.2. The Design Professional is the initial interpreter of the Contract Documents but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Design Professional's recommendations or interpretations of the Contract Documents. The Design Professional does not have authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Design Professional's interpretation as to the intent of his design shall be final and not subject to interpretation by the County's staff.

1.3. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

1.4. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

1.5. The County shall furnish to the Contractor up to three (3) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

1.6. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

1.7. Construction services provided by Contractor for the Project shall be under the general direction of **Greg Harris,** or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Administrator, or Board of County Commissioners.

1.8. The County's representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

1.9. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or

their Design Professional and the specific written verification or adaptation by the Design Professional.

Section 2. Scope of Work.

2.1. The Project consists of DeSoto County Regional Wastewater Treatment Plant Expansion – Phase 1 Construction Services as set forth in the Plans and Specifications prepared by the Design Professional. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement to complete the Project.

2.2. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

Section 3. Contract Amount.

3.1. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **$18,798,668.00** or in WORDS: **EIGHTEEN MILLION SEVEN HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS AND NO CENTS.** The Cost proposal with Valued Engineering Deductions:

VALUE ENGINEERING COST ADJUSTMENT SUMMARY		
VE Item	**Description**	**Savings ($)**
1A	Secondary access bridge and ladder	$23,000.00
1B	Field coatings revision	$177,000.00
1C	Labor efficiency adjustment	$130,000.00
2	Delete Owner's Allowance Account	$1,000,000.00
3	Owner Direct Purchase – estimated sales tax savings	$200,000.00
4	Eliminate one drum screen and add one bar screen	TBD
5	Delete Spray Field Modifications	$750,000.00
6	Delete Vertical Turbine Pumps, Structural Concrete, Electrical and Controls	$300,000.00
7	Eliminate chemical building and equipment and run new chemical line	TBD
	TOTAL VALUE ENGINEERING SAVINGS	$2,580,000.00
	ORIGINAL BID TOTAL	$21,378,668.00
	NEGOTIATED CONTRACT AMOUNT	**$18,798,668.00**

1. EVOQUA Scope Clarifications for 1A, 1B, and 1C.

   A. Secondary access bridge and Secondary access ladder - **$23,000.**
   a. 3'-0" wide access bridge and handrail assembly to extend 2' past the steel outer tank wall.
   b. 3' wide ladder with safety cage.

   B. Coatings in the field - **$177,000.**
   • All clarifier internals, bridge structures, and stair structures will still receive a near white blast (SSPC-SP10 near white blast) to remove rust, mill scale and weld slag, follow by Sherwin Williams Macro poxy 240 primer @ 3 mils DFT.
   • All stainless steel will be dry blasted and passivated in DAVCO facility.
   • Coating System Interior – by others
   • Shop primed areas brush blasted (SSPC SP 7 Brush Blast)
   • Near white blast all bare areas (SSPC SP 10 near white blast)
   • Apply Two coats of Sherwin Williams Duraplate 235 @ 5-8mils DFT per coat
   • Coating System Exterior – by others
   • Shop primed areas brush blasted (SSPC SP 7 Brush Blast)
   • Commercial blast all bare areas (SSPC SP 6 Commercial Blast)
   • Apply one (1) Prime Coat of Sherwin Williams Duraplate 235 @ 5-8 mils DFT
   • Finish coat exterior with Sherwin Williams Acroloon ultra @ 2-3 Mils DFT
   • No field preparation for galvanized, stainless steel and aluminum materials.

   C. Additionally, if the Evoqua crew can work 7 days a week for 10-hour days we can also offer are duction in labor costs - **$130,000**.

2. Delete Owner's Allowance Account - **$1,000,000**

3. ODPs for large equipment purchases - **$200,000**

4. Eliminate one drum screen and add one bar screen, per engineer's revised design drawings - **TBD**

5. Delete Spray Field Modifications as shown on drawings IR-01 THRU 1R-10 - **$750,000**

6. Delete Vertical Turbine Pumps, Structural Concrete, Electrical and Controls as shown on drawings P-08, S-8.0, M-18, I-09 and E-604 - **$300,000**

7. Eliminate chemical building and equipment as shown in drawings D-07, S-7.0, M-16, E-402 and run a new chemical line from the existing chemical bldg. to the new chlorine contact tank to be designed by the engineer - **TBD**

BASE BID				Poole & Kent Company of Florida	
Item	**Description**	**Unit**	**Qty.**	**Unit Cost**	**Total Cost**
A	**General Conditions**				
1	**Mobilization/Demobilization**	LS	1	$1,000,000.00	$1,000,000.00
2	**Bonds & Insurances**	LS	1	$50,000.00	$50,000.00
3	**Survey & Record Drawings**	LS	1	$5,000.00	$5,000.00
4	**Sediment and Erosion Control**	LS	1	$100,000.00	$100,000.00
	Sub Total			**-**	**$1,155,000.00**
B	**DCR WWTP Expansion**				
5	**Demolition** *(Remove Existing Discharge Piping to Pond, Remove Existing CCT & Above Ground Piping under Headworks, Salvage Existing Static Screens, Remove Existing Effluent Pump Station Equipment, Remove Existing Sprayfield Equipment, Electrical Demolition Tasks, etc.)*	LS	1	$500,000.00	$500,000.00
6	**Site Work** *(Clearing and Grubbing, Excavation, Grading and Dewatering, Stormwater and Drainage Improvements, Roadway and Pavement, Structural Earth Improvements, Site Restoration, etc.)*	LS	1	$2,800,000.00	$2,800,000.00
7	**Yard Piping** *(Yard Piping, Existing Lift Station Wet Well Work, Influent Force Main Hot Tap, Pipe Supports, etc.)*	LS	1	$2,223,204.00	$2,223,204.00
8	**Headworks Modifications** *(Rotary Drum Screen w/ Washer-Compacter & Booster Pump, Fabricated Stainless Steel Chutes, Aluminum Access Platform, Frame and Walkway Structures, Relocate Influent Composite Sampler, etc.)*	LS	1	$400,000.00	$400,000.00
9	**Flow Splitter Box** *(Concrete Structure (Formed), Concrete Slab Penetrations, Weir Gates, Aluminum Access Walkway, Railing and Grating Structures, etc.)*	LS	1	$500,000.00	$500,000.00
10	**Package Plant** *(DAVCO Package Plant, Concrete Foundation (Formed), Biosolids Unloading Station, etc.)*	LS	1	$4,300,000.00	$4,300,000.00
11	**Existing Package Plants Modifications** *(Influent Piping Connections, Removal of Internal Chlorine Contact Walls, Effluent Piping Connection (Hot Tap), etc.)*	LS	1	$300,000.00	$300,000.00
12	**Aeration Blowers** *(Rotary Screw Blower, Concrete Housekeeping & Equipment Pads (Formed), Stainless Steel Air Piping, Valves & Expansion Joints, etc.)*	LS	1	$800,000.00	$800,000.00

13	**Chlorine Contact Tank** *(Concrete Structure (Formed), Slide Gates, V-Notch Weir Plate, Radar Level Sensor and Transmitter, Aluminum Access Stair, Walkway, Railing and Grating Structures, Effluent Composite Sampler, etc.)*	LS	1	$1,000,000.00	$1,000,000.00
14	**Chlorine Storage and Feed System** *(Concrete Foundation (Formed), Aluminum Canopy Structure, Chemical Feed Skid, Chemical Storage System, Eyewash Station, Radar Level Sensor and Transmitter, Chemical Sampling and Controls, etc.)*	LS	1	$300,464.00	$300,464.00
15	**Effluent Pump Station Modifications** *(Vertical Turbine Pumps, Pump Intake Can, Concrete Slab & Housekeeping Pads (Formed), Radar Level Sensor and Transmitter, Pressure Sensor and Transmitter, Flexible Expansion Joint, etc.)*	LS	1	$300,000.00	$300,000.00
16	**Sprayfield Modifications** *(Isolation Valves, Radio Communication System, Solar Power Facilities, Site Work (Gravel, Fence, and Gate), etc.)*	LS	1	$1,000,000.00	$1,000,000.00
17	**Electrical Systems** *(Backup Generator & Concrete Foundation (Formed), Site Lighting, General Electrical Work, etc.)*	LS	1	$4,000,000.00	$4,000,000.00
18	**Instrumentation & Controls** *(Miscellaneous Instruments, Remove and Replace Existing Control System, Communication Cables and Hardware, Instrument Conduit and Wiring, etc.)*	LS	1	$800,000.00	$800,000.00
	Sub Total			**-**	**$19,223,668.00**
	Summary				
				A - General Conditions	**$1,155,000.00**
				B - DCR WWTP Expansion	**$19,223,668.00**
				Owner's Allowance	**$1,000,000.00**
				GRAND TOTAL	**$21,378,668.00**

3.2. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the County may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead or profit will be allowed.

3.3. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.

3.4. The County may subsequently identify items eligible for direct purchase for sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than $10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.

3.5 Contractor acknowledges that the County, during any fiscal year, 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. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

3.6. Contractor acknowledges that funding for the Services outlined herein is

provided by a grant awarded to County through the United States Environmental Protection Agency (EPA) and as such, payments due to Consultant may be dependent and contingent on the County's receipt of grant reimbursements from the EPA pursuant to the grant

Section 4. Bonds.

4.1. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

4.2. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

5.1. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work within ten (10) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within **550 calendar days** from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within **580 calendar days** from the Commencement Date (herein "Contract Time").

5.2. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially

completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$1,000.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

5.3. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day.

Section 6. Intent of Contract Documents

6.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

6.2. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Design Professional in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design Professional. If required, a Field Order or Change Order will be issued pursuant to Section 15 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Design Professional and County, the Contractor shall assume responsibility for such performance and shall share in costs associated with any corrections. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information

known to Contractor with the Contract Documents before commencing any portion of the Work.

6.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 7. Investigation and Utilities

7.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

7.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.2. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

Section 8. Schedule

8.1. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Design Professional, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

8.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and Design Professional's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the Design Professional's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 9. Progress Payments

9.1. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Design Professional, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Design Professional along with a completed and notarized copy of the Application for Payment form. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Schedule of Values.

9.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

9.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

9.4. Contractor shall submit two (2) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:

9.4.1 indicate his approval of the requested payment;

9.4.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

9.4.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional.

9.5. The County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Design Professional for payment, whichever is less. Such sums shall be accumulated and released to Contractor with final payment.

9.6. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

9.7. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

9.8. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the Design Professional's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 10. Payments Withheld

10.1. The Design Professional or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Design Professional or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

10.1.1 Defective Work not remedied;

10.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

10.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

10.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

10.1.5 Reasonable indication that the Work will not be completed within the Contract Time;

10.1.6 Unsatisfactory prosecution of the Work by the Contractor;

10.1.7 Failure to provide accurate and current "As-Builts"; or

10.1.8 Any other material breach of the Contract Documents.

10.2. If these conditions in Subsection 10.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 11. Final Payment

11.1. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Design Professional in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final

payment and such other documentation that may be required by the Contract Documents and the County.

11.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or the County at the time of final inspection.

Section 12. Submittals and Substitutions

12.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

12.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional within thirty (30) calendar days after Notice of Award is received by Contractor.

12.3. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be

indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional in evaluating the proposed substitute. The Design Professional may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

12.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Design Professional, if Contractor submits sufficient information to allow the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional shall be the same as those provided herein for substitute materials and equipment.

12.5. The Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. The Design Professional shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Design Professional's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Design Professional will record time required by the Design Professional and the Design Professional's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County’s sole discretion.

Section 13. Daily Reports, As-Builts and Meetings

13.1. Unless waived in writing by the County, Contractor shall complete and submit to Design Professional on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Design Professional and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

13.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

13.1.2. Soil conditions which adversely affect the Work;

13.1.3. The hours of operation by Contractor's and subcontractor's personnel;

13.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

13.1.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);

13.1.6. Description of Work being performed at the Project site;

13.1.7. Any unusual or special occurrences at the Project site;

13.1.8. Materials received at the Project site;

13.1.9. A list of all visitors to the Project site; and

13.1.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Design Professional pursuant to the Contract Documents.

13.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Design Professional for reference. Current and accurate “As-Built” record documents shall be submitted with each Application for Payment. Failure to provide current and accurate “As-Built” record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Design Professional by Contractor for the County.

13.3. The Contractor shall submit to the Design Professional one complete set of all recorded changes made during Construction entitled "As-Built" and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of Substantial Completion.

13.4. Certified “as-built” information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the bid plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the Design Professional all “as-built” information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain “as-built” cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set benchmarks on or within 100 ft. of each control structure constructed as part of the Project. A complete description including elevation and location of each control structure benchmark shall be provided to the Design Professional as part of the “as-built” information. The elevation shall be clearly and permanently indicated on each benchmark.

13.5. “As-built” dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The “as-built” drawings shall be signed and sealed by the Contractor’s Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

13.6. All pertinent surveyors’ field survey notes containing the “as-built” data shall be sealed and submitted to the Design Professional for review and acceptance prior to authorization of the final payment.

13.7. “As-built” data shall be secured, and the accuracy of measurements shall be 0.01 ft.

13.8. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be “as-built” by the Contractor prior to backfilling.

13.9. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.10. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

13.10.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

13.10.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

13.10.3. 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 Agreement term and thereafter if the Contractor does not transfer all records to the County.

13.10.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

13.11. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

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 CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

Section 14. Contract Time and Extensions

14.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 17.2. herein.

14.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

14.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 15. Changes in the Work

15.1. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

15.2. A Change Order, in the form attached to this Agreement, Exhibit H, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

15.3. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

15.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

15.5. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

15.6. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 16. Claims and Disputes

16.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

16.2. Claims by the Contractor shall be made in writing to the County and Design Professional within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Design Professional within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.4.

16.3. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of DeSoto County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the

exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens, and forsakes any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

16.4. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

16.5. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 17. Other Work

17.1. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

17.2. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Design Professional and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the County and such utility owners and other contractors.

17.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 18. E-Verify

18.1. As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

18.2. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

18.3. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

18.4. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

18.5. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

18.6. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 19. Indemnification and Insurance

19.1. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this

Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

19.2. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

19.3. Contractor agrees to, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Design Professional or their consultants, agents, officers and employees. The County and Contractor agree the first $100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

19.4. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the

Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

19.5. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

19.6. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

19.7. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County. The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

19.8. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

19.9. Should at any time the Contractor fail to maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or

companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

19.10. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Design Professional in writing.

Section 21. Cleanup and Protections

21.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

21.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.

21.3. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

Section 22. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

23.1. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

23.2. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

23.3. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project and shall be solely responsible for issuance of any Notices required thereby.

Section 24. Termination for Default

24.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

24.2. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials,

tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

24.3. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

24.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

24.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 25 below.

Section 25. Termination for Convenience and Right of Suspension

25.1. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

25.2. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 26. Completion

26.1. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. If the County and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the County until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the Design Professional.

26.2. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Design Professional will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Builts, shop drawings and other submittals; and (4) if required by the County, other

data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

26.3. Prior to final payment, the Design Professional may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the Design Professional that said part of the Project is Substantially Complete and request the Design Professional to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the Design Professional and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the Design Professional will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

Section 27. Warranty

27.1. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

27.2. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

27.3. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 28. Tests and Inspections.

28.1. The County, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests or approvals.

28.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the Design Professional forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the County.

28.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.

28.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

28.5. Neither observations nor other actions by the Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 29. Defective Work

29.1. Work not conforming to the requirements of the Contract Documents in the sole judgment of the Design Professional shall be deemed defective Work. If required by the County or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Design Professional, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

29.2. If the County or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at the County's or Design Professional's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

29.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Design Professional may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and Design Professional to stop the Work shall not give rise to any duty on the part of the County or Design Professional to exercise this right for the benefit of Contractor or any other party.

29.4. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such

defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

29.5. If Contractor fails, within a reasonable time after the written notice from the County or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Design Professional or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. Contractor shall allow the County, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

Section 30. Supervision and Superintendents

Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Design Professional except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 31. Protection of Work

31.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

31.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

31.3. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the County and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

Section 32. Emergencies

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 33. Use of Premises

33.1 The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

33.2 The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 34. Safety

34.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

34.1.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

34.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

34.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

34.2. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

34.3. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County. County shall have the right to direct Contractor to remove and replace this individual, with or without cause.

Section 35. Project Meetings

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Design Professional or the County with respect to the Project, when directed to do so by the County or Design Professional. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Design Professional.

Section 36. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

A. Legal Advertisement
B. Invitation to Bid
C. Bid Proposal with required forms
D. Performance Bond
E. Public Payment Bond
F. Insurance Requirements, including certificates of insurance
G. Form of Release and Affidavit
H. Change Order Form
I. Anti-Human Trafficking Affidavit
J. Foreign Country of Concern Affidavit

Section 37. Notices.

37.1. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

County Administrator or Designee
DeSoto County
201 E. Oak Street, Second Floor
Arcadia, Florida 34266
Phone:
Fax:
Email:

With Copy To:

DeSoto County Attorney
Nabors, Giblin & Nickerson, P.A.
8201 Peters Road, Suite 1000
Plantation, Florida 33324
Phone: (954) 315-0268
Fax: N/A
Email: vvicente@ngnlaw.com

37.2. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States

Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

_____

Name of person with their title to whose Attention the notice should be sent:

_____

Telephone and Fax numbers: _____

_____

37.3. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 38. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 39. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 40. Governing Law, Waiver of Jury Trial.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

Section 41. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 42. Vendors on Scrutinized Companies Lists.

By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Section 43. Modification.

Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

Section 44. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 45. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 46. Subcontracting.

The Contractor may subcontract up to fifty percent 50% of work under this Contract. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, the Contractor is ultimately responsible for all work to be performed under this Contact, including but not limited to design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contactor shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a subcontractor to timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor 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 Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

Section 47. Federal Provisions

47.1. General Federal Provisions. Work issued under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

47.1.1. 2 CFR Part 25.110

47.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

47.1.3. Executive Orders 12549 and 12689

47.1.4. 41 CFR Part 60-1(a) and (d)

47.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

47.2. Nondiscrimination Acts and Authorities. For all federally funded work, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

47.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

47.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

47.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

47.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

47.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

47.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

47.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

47.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors,

whether such programs or activities are Federally funded or not);

47.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

47.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

47.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

47.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

47.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

47.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

47.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

47.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

47.3.1. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

47.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

47.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

47.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

47.3.5. Incorporation of Provisions. The Contractor will include the

provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

47.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

47.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work, the Contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

47.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

47.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without

regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

47.8. Minority/Women Business Enterprise. For all federally funded work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

47.9. Procurement of Recovered Materials. For all federally funded work, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

47.10. Environmental and Energy Policies. For all Work Authorizations over the mico-purchase threshold, the Contractor and subcontractors and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

47.11. Clean Air Act and Federal Water Pollution Control Act. In all Work Authorizations funded in excess of $150,000, the Contractor shall comply with the Clean Air Act as set forth below.

47.11.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

47.11.2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

47.11.3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance under this Agreement.

47.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

47.12.1. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

47.12.2. By entering this Agreement, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

47.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

47.12.4. Certification Instructions

47.12.4.1. By signing this Agreement, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

47.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

47.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

47.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

47.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or

agency with which this transaction originated.

47.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

47.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

47.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

47.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

47.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

47.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

47.12.5.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant

shall attach an explanation to this proposal

47.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the agreement. The decision to award a Contract shall be conditioned upon the acceptance of the wage determination.

47.14. Federal Lobbying. If applicable as set forth in any contract, Contractor who applies for an award of $100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in Exhibit D attached hereto as if fully set forth herein. Each tier of subcontractor will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

47.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

47.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable contracts issued in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subcontractors and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

47.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for a Work Authorization meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

47.18. Access to Records and Reports. Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, County, County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

47.19. Record Retention (2 CFR § 200.33). Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

47.20. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

47.21. Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

47.22. Termination for Convenience. For any Work Authorization issued over the micro-purchase threshold may be terminated by County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

47.23. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

47.24. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The County will not issue contracts containing Federal funding on a cost-plus percentage of cost basis.

47.25. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

47.26. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

47.27. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with County for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Work Authorization in substantially the following form:

47.27.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 25.28.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 25.28.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms "domestic end product," "end product," and "foreign end product" are defined in FAR 52.225-1 entitled "Buy American-Supplies."

47.27.2. Foreign End Products: Line Item No. Country of Origin

47.27.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

47.28. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew

a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

47.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

47.30. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

47.31. Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

47.32. Never Contract With The Enemy (2 CFR Part 183). For contracts funded by grant and cooperative agreements in excess of $50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which

members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

47.33. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

47.34. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

47.35. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

47.36. Environmental Protection Agency General Terms and Conditions. This Agreement is subject to the EPA General Terms and Conditions and any federal grant funding award document. The most recent version of the EPA General Terms and Conditions is available at:

https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf/

Section 48. United States-Produced Iron and Steel. Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or $2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

Section 49. As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the CONTRACTOR must attest under the penalty of perjury that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is set forth in Exhibit I.

Section 50. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of CONTRACTOR, is attached hereto as Exhibit J.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:
POOLE & KENT COMPANY OF FLORIDA, a Florida Corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: Corporate Secretary

[Corporate Seal]

OWNER: **DeSoto County, Florida**

(SEAL)

By: _____
Steve Hickox, Chairman
Board of County Commissioners

Date: _____

ATTEST:

_____
Mandy Hines, County Administrator

APPROVED AS TO FORM:

_____
Valerie Vicente, County Attorney

EXHIBIT A
LEGAL ADVERTISEMENT

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT B
INVITATION TO BID

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

DESOTO COUNTY BID FORM
REGIONAL WASTEWATER TREATMENT PLANT EXPANSION — PHASE 1
25-24-01ITB

Base Bid - Write Out Amount:

Twenty-One Million Three Hundred Seventy-Eight Thousand Six Hundred Sixty-Eight Dollars

Company Name:

Poole & Kent Company of Florida

Address: 1781 N.W. North River Drive, Miami, FL 33125 (Headquarters)

1715 W. Lemon Street, Tampa, FL 33606 (Local Office)

(305) 325-1930 (Headquarters)

Phone: (813) 251-2438 (Local Office)

patrickc@pkflorida.com (Patrick H. Carr)

Email: daveb@pkflorida.com (David B. BuShea)

Date: January 8, 2026

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

N/A

STATEMENT OF NO BID/SUBMITTAL

DeSoto County Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266

****

If you **do not** intend to submit a bid on this service, please return this form to the above address immediately or fax to 863-993-4819.

We the undersigned have declined to submit a bid on the requested service:
ITB NO. 25-24-01ITB, DeSoto County Regional Wastewater Treatment Plant Expansion – Phase 1, for the following reason(s):

____ Insufficient time to respond to the Invitation to Bid.

____ We do not offer this service.

____ Our schedule would not permit us to perform.

____ Unable to meet bond/insurance requirements.

____ Unable to meet specifications.

____ Specifications are unclear (explain below).

____ Remove us from your vendors' list for this service.

____ Other (specify below).

Remarks: _____

_____

_____

_____

Company Name: _____

Signature: _____

Address: _____

Telephone: _____

Email Address: _____

Date: _____

BIDDERS CHECKLIST

Bids will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with bid.

✓ Completely Executed Bid Package (one (1) original, two (2) copies, and one (1) electronic copy on a flash drive)

✓ Bid Proposal Form

✓ Qualifications Statement Form

✓ Hold Harmless Form

✓ Drug Free Workplace Form

✓ E-Verify Affidavit

✓ Certification Regarding Debarment or Suspension

✓ Public Entity Crimes Form

✓ Non-Collusion Affidavit

✓ Conflict of Interest Form

✓ Scrutinized Contractors Certificate

✓ Anti-Human Trafficking Affidavit

✓ Foreign Country of Concern Affidavit

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
ARCADIA, FLORIDA 34266

CIRCLE ONE

SUBMITTED BY: Poole & Kent Company of Florida — (Corporation)
NAME: Patrick H. Carr, President & CEO — Partnership
ADDRESS: 1715 W. Lemon Street, Tampa, FL 33606 (Local Office) — Individual
PRINCIPAL OFFICE: 1781 N.W. North River Drive, Miami, FL 33125 — Joint Venture
_____ — Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: Poole & Kent Company of Florida

The address of the principal place of business is: 1781 N.W. North River Drive, Miami, FL 33125

2. If the Offeror is a corporation, answer the following:

a. Date of Incorporation: June 21, 2004

b. State of Incorporation: Delaware

c. President's name: Patrick H. Carr

d. Vice President's name: Please see attached Corporate Data Sheet

e. Secretary's name: Please see attached Corporate Data Sheet

f. Treasurer: Please see attached Corporate Data Sheet

g. Name and address of Resident Agent: Please see attached Corporate Data Sheet

3. If Offeror is an individual or a partnership, answer the following: N/A

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

N/A

_____

_____

_____

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name?

21 Years

a. Under what other former names has your organization operated?

_____

The Poole & Kent Company (1947-2004)

_____

_____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

Please see attached.

_____

8. Have you personally inspected the site of the proposed work?

Yes ✓ No _____

9. Did you attend the Pre-Proposal Conference? Yes: ____ No: ✓

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
Please see attached.			Email
			Telephone
			Email
			Telephone
			Email
			Telephone

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

Please see attached resumes.

14. State the name of the individual who will have personal supervision of the services:

David B. BuShea, Vice President

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

SIGNATURE Patrick H. Carr, President & CEO

State of Florida
County of Miami-Dade

On this the 22nd day of December, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Patrick H. Carr, President & CEO and
(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

WENDY CAMPBELL
MY COMMISSION # HH 629932
EXPIRES: February 1, 2029

Wendy Campbell
(Name of Notary Public: Print, stamp, or type as commissioned.)

✓ Personally known to me, or

_____ Produced identification:

_____

_____ DID take the oath, or

✓ DID NOT take the oath.

HOLD HARMLESS

Contractor/Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor/Consultant and other persons employed by or utilized by Contractor/Consultant in their performance under this Agreement.

Type of Organization (Please Check One): ____ **Individual Ownership** ____ **Joint Venture**

____ **Partnership** ✓ ____ **Corporation**

Name of Bidding Firm:

Poole & Kent Company of Florida

Mailing Address:

P.O. Box 420556, Miami, FL 33242-0556

Location Address:

1781 N.W. North River Drive

City & State: Miami, Florida **ZIP:** 33125

Telephone: (305) 325-1930 **Fax Number:** N/A

Name/Title of person authorized to bind the Company: Patrick H. Carr, President & CEO

Signature of person authorized to bind the Company:

Date: December 22, 2025

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Poole & Kent Company of Florida (name of business) does:

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

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

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

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

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

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

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

Signature: _____

Patrick H Carr, President & CEO

Dated: December 22, 2025

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

BEFORE ME, the undersigned authority, appeared Patrick H. Carr, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.

2. I am over the age of 18 years and otherwise confident to make this Affidavit.

3. I am the President & CEO of Poole & Kent Company of Florida (the "Contractor/Consultant/Vendor").

4. I am authorized by Poole & Kent Company of Florida to make this Affidavit on behalf of Contractor/Consultant/Vendor.

5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.

6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.

7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with DeSoto County.

9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

Signature of Affiant
on behalf of Contractor/Vendor

By: Patrick H. Carr

As its: President & CEO

Dated: December 22, 2025

STATE OF Florida

COUNTY OF Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 22nd day of December, 20 25, by Patrick H. Carr, on behalf of Poole & Kent Company of Florida, who is personally known to me or who has produced N/A as identification.

WENDY CAMPBELL
MY COMMISSION # HH 629932
EXPIRES: February 1, 2029

Print Name: Wendy Campbell

Notary Public of the State of Florida

My Commission Expires: February 1, 2029

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;

b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature Patrick H. Carr

President & CEO
Title

Poole & Kent Company of Florida
Contractor/Firm

1781 N.W. North River Drive, Miami, FL 33125
Address

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida
COUNTY OF Miami-Dade

Before me, the undersigned, personally appeared who, being by me first duly sworn, made the following statement:

1. The business address of Poole & Kent Company of Florida
[Name of firm]

is 1781 N.W. North River Drive, Miami, FL 33125

2. My relationship to Poole & Kent Company of Florida
[Name of firm]

is President & CEO
[Relationship, such as sole proprietor, partner, president, vice president]

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendre.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. ~~There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is _____.~~

~~A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

[Draw a line through paragraph 7 if paragraph 6 above applies.]

_____
SIGNATURE Patrick H. Carr, President & CEO

State of Florida
County of Miami-Dade

On this the 22nd day of December, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Patrick H. Carr, President & CEO and whose name(s)
(Name(s) of individual(s) who appeared before Notary)
in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Wendy Campbell
(Name of Notary Public: Print, stamp, or type as commissioned.)

✓ Personally known to me, or

_____ Produced identification: _____

_____ DID take the oath, or

✓ DID NOT take the oath.

WENDY CAMPBELL
MY COMMISSION # HH 629932
EXPIRES: February 1, 2029

NON-COLLUSION AFFIDAVIT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDAVIT
STATE OF FLORIDA, COUNTY OF Miami-Dade

BEFORE ME, the undersigned authority, personally came and appeared, Patrick H. Carr, who after being duly sworn, deposed and said that he is the fully authorized President & CEO of Poole & Kent Company of Florida, and said affiant further said:
(hereinafter referred to as affiant)

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 22nd DAY OF December, 2025. NOTARY PUBLIC

AFFIANT

Company Name: Poole & Kent Company of Florida

Address: 1781 N.W. North River Drive, Miami, FL 33125

Phone Number: (305) 325-1930

Signature: _____

Patrick H. Carr, President & CEO

NON-COLLUSION AFFIDAVIT IN THE STATE OF Florida IN THE COUNTY OF Miami-Dade being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this 22nd day of December 2025 NOTARY PUBLIC in and for the State of Florida

Signature _____

Seal

NOTARY PUBLIC STATE OF FLORIDA
WENDY CAMPBELL
MY COMMISSION # HH 629932
EXPIRES: February 1, 2029

CONFLICT OF INTEREST STATEMENT

(STATE OF FLORIDA ; COUNTY OF DESOTO)

Before me, the undersigned authority, personally appeared Patrick H. Carr, who was duly sworn, deposes, and states:

1. I am the President & CEO of Poole & Kent Company of Florida with an office located in Tampa, Florida and principal office in Miami, Florida.
2. The above named entity is submitting a Proposal for the DeSoto County project described as:
   ITB 25-24-01 DeSoto County Regional Wastewater Treatment Plant Expansion – Phase 1.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of DeSoto County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with DeSoto County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify DeSoto County in writing.

FURTHER AFFIANT SAYETH NOT.

December 22, 2025

(Affiant) Patrick H. Carr, President & CEO

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this December 22, 2025 by Patrick H. Carr, President & CEO on behalf of Poole & Kent Company of Florida, who is personally known to me or has produced N/A as identification.

WENDY CAMPBELL
MY COMMISSION # HH 629932
EXPIRES: February 1, 2029

Notary Public

Name (Printed) Wendy Campbell

My commission expires February 1, 2029.

(Printed typed or stamped Commissioned name of Notary Public)

SCRUTINIZED CONTRACTORS CERTIFICATE

By executing this Certificate, the bidder certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bidder is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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, during the term of the Agreement. If the County determines that the bidder has submitted a false certification, the County will provide written notice to the bidder. Unless the bidder demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bidder. If the County's determination is upheld, a civil penalty shall apply, and the bidder will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bidder.

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

DATE: December 22, 2025

SIGNATURE: _____

COMPANY: Poole & Kent Company of Florida

NAME: Patrick H. Carr
(Typed or Printed)

ADDRESS: 1781 N.W. North River Drive

Miami, FL 33125

TITLE: President & CEO

E-MAIL: patrickc@pkflorida.com

PHONE NO.: (305) 325-1930

DESOTO COUNTY
REGIONAL WASTEWATER TREATMENT PLANT
EXPANSION – PHASE 1
ADDENDUM NO. 1
PROJECT NO. 25-24-01ITB

Addendum No. 1 dated this 18th day of December 2025.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidders Receipt of Addendum No. 1 by:

Signature: _____

David B. BuShea, Vice President

Company: Poole & Kent Company of Florida

Date: January 8, 2026

DESOTO COUNTY
REGIONAL WASTEWATER TREATMENT PLANT
EXPANSION – PHASE 1
ADDENDUM NO. 2
PROJECT NO. 25-24-01ITB

Addendum No. 2 dated this 31st day of December 2025.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidders Receipt of Addendum No. 2 by:

Signature: _____

David B. BuShea, Vice President

Company: Poole & Kent Company of Florida

Date: January 8, 2026

CERTIFICATE OF ASSISTANT SECRETARY
OF
POOLE & KENT COMPANY OF FLORIDA

The undersigned, David A. Strickland, certifies that he is the duly elected, qualified, and acting Assistant Secretary of Poole & Kent Company of Florida, a corporation duly organized and existing under the laws of Delaware with a business address of 1781 N.W. North River Drive, Miami, FL 33125 and that as Assistant Secretary, he is the keeper of the corporate records and seal of said Corporation.

The undersigned further certifies:

1. Attached hereto as Exhibit A is a true, correct, and complete copy of resolutions adopted upon written consent of the sole director of this Corporation dated as of December 22, 2025; and said resolutions do not contravene any provisions of the certificate of incorporation or by-laws of said Corporation, and have not been rescinded or modified in any respect but still remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of December, 2025.

David A. Strickland, Assistant Secretary
Poole & Kent Company of Florida, a Delaware Corporation
1781 N.W. North River Drive
Miami, FL 33125

EXHIBIT A

RESOLVED, that Patrick H. Carr the duly elected President and Chief Executive Officer, Brian D. MacClugage the duly elected Executive Vice President and Assistant Secretary, David A. Strickland the duly elected Senior Vice President and Assistant Secretary, and David B. BuShea the duly elected Vice President of the Company, be and each hereby are authorized, empowered, and directed to execute and submit a bid and all related bonds, agreements, and contract documents related to DeSoto County Regional Wastewater Treatment Plant Expansion – Phase 1, Bid No. 25-24-01ITB, and such other instruments in writing as may be necessary on behalf of the said Corporation, and that the Contract, Bond, and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Poole & Kent Company of Florida
1715 West Lemon Street
Tampa, FL 33606

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

DeSoto County Board of County Commissioners
201 E. Oak Street, Suite 203
Arcadia, FL 34266

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

DeSoto County Regional (DCR) Wastewater Treatment Plant Expansion – Phase 1, Bid No. 25-24-01ITB

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of December, 2025.

(Witness)

(Witness)

Poole & Kent Company of Florida
(Principal) *(Seal)*

By:
(Title) Patrick H. Carr
President & CEO

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

By:
(Title) Nelly Renchiwich, Attorney-in-Fact
Non-Resident License #W447916

Florida Notary Acknowledgment of Principal

(1) For a corporation:

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before my by means of ☒ physical presence or ☐ online notarization, this 12/22/2025 by Patrick H. Carr of Poole & Kent Company of Florida, a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.



We C
(Signature of person taking acknowledgement)

Wendy Campbell
(Name typed, printed or stamped)

Notary Public - State of Florida
(Title or rank)

HH 629932
(Serial number, if any)

(2) For a limited liability company: N/A

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ by _____ of _____, of _____, a _____ limited liability company, on behalf of the company, who is personally known to me or has produced _____ as Identification.

_____
(Signature of person taking acknowledgement)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

(3) For a partnership: N/A

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ by _____, partner (or agent) on behalf of _____, a partnership. He/she is personally known to me or has produced _____ as identification.

_____
(Signature of person taking acknowledgement)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

NELLY RENCHIWICH

License Number : W447916

Non Resident Insurance License

- 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

10/24/2017

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jimmy Patronis
Chief Financial Officer
State of Florida

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Nelly Renchiwich** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **December**, **2025**

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this DEC 12 2025, before me personally came Nelly Renchiwich to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.

Notary Public
JANICE A LASPINA
Notary Public-State of New York
No. 01LA6399639
Qualified in Nassau County
Commission Expires 10/28/2027

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

CAPITAL STOCKS 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,367,684,447	LOSSES	$ 1,648,831,742
STOCKS	99,502,344	LOSS ADJUSTMENT EXPENSES	169,492,904
CASH AND INVESTED CASH	69,689,826	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	15,148,347
OTHER INVESTED ASSETS	9,969,793	COMMISSIONS	62,360,717
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	30,993,966	OTHER EXPENSES	69,184,511
INVESTMENT INCOME DUE AND ACCRUED	45,630,862	TAXES, LICENSES AND FEES	16,311,579
PREMIUM BALANCES	346,017,428	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,102,552
REINSURANCE RECOVERABLE	62,034,928	UNEARNED PREMIUMS	1,647,964,685
NET DEFERRED TAX ASSET	78,278,940	ADVANCE PREMIUM	3,970,618
UNDISTRIBUTED PAYMENTS	15,607,795	POLICYHOLDER DIVIDENDS	26,972,587
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,148,727	CEDED REINSURANCE NET PREMIUMS PAYABLE	57,879,540
OTHER ASSETS	1,100,106	AMOUNTS WITHHELD/ RETAINED BY COMPANY FOR OTHERS	17,071,685
		REMITTANCES AND ITEMS NOT ALLOCATED	10,456,481
		PROVISION FOR REINSURANCE	8,746,887
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	79,937,444
		PAYABLE FOR SECURITIES LENDING	30,993,966
		ESCHEAT LIABILITY	595,014
		OTHER ACCRUED EXPENSES AND LIABILITIES	4,726
		TOTAL LIABILITIES	$ 3,873,025,985
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,815,349,416
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,255,633,176
TOTAL ASSETS	$ 6,128,659,161	TOTAL LIABILITIES & SURPLUS	$ 6,128,659,161

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)SS.

CITY OF HARTFORD)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA SEAL

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2024.

Michael J Doody

VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2025

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

Poole & Kent
Contractors
An EMCOR Company

State of Florida Authorization Certificate

State of Florida
Department of State

I certify from the records of this office that POOLE & KENT COMPANY OF FLORIDA is a Delaware corporation authorized to transact business in the State of Florida, qualified on July 1, 2004.

The document number of this corporation is F04000003751.

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 May 20, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of May, 2025

Secretary of State

Tracking Number: 0898446132CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Poole & Kent
Contractors
An EMCOR Company

Corporate Data Sheet

Name: Poole & Kent Company of Florida

State of Incorporation: Delaware

Date of Incorporation: June 21, 2004

Federal I. D. Number: 75-3163466

Florida Document No. F04000003751

Stock: 1,000 shares $.01 par value

Stockholder: MES Holdings Corporation

Qualified in the following states:

Florida July 1, 2004

DIRECTORS

Thomas Hiebert

OFFICERS

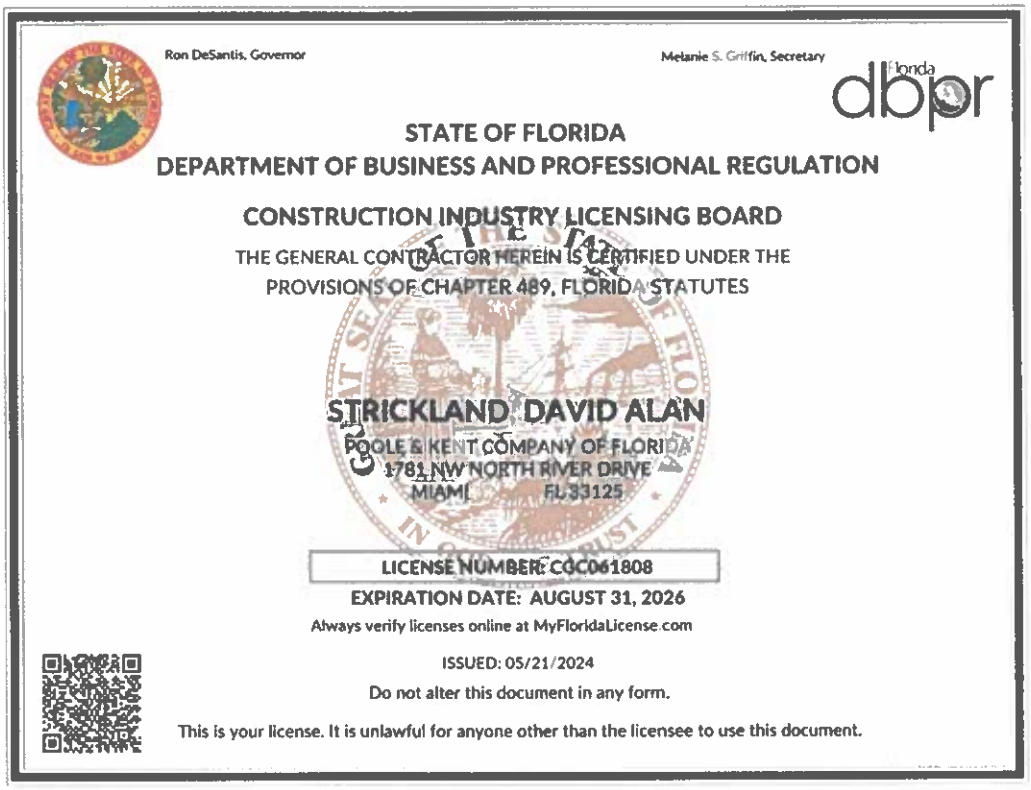
Patrick H. Carr	President/Treasurer/Chief Executive Officer (authority resolution)
Richard Harrington	Chief Financial Officer/Secretary
Brian D. MacClugage	Executive Vice President/Asst. Secretary (authority resolution)
David Strickland	Senior Vice President/Asst. Secretary (authority resolution)
Asif Shaikh	Senior Vice President
Kevin Smith	Vice President
David BuShea	Vice President
Wendy Campbell	Vice President
Thomas Hiebert	Vice President
Jason Nalbandian	Vice President
Mark M. Porto	Asst. Secretary

RESIDENT AGENT

Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

State of Florida Contractor Licenses
Expiration Date: August 31, 2026

Poole & Kent
Contractors
An EMCOR Company



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI FL 33125

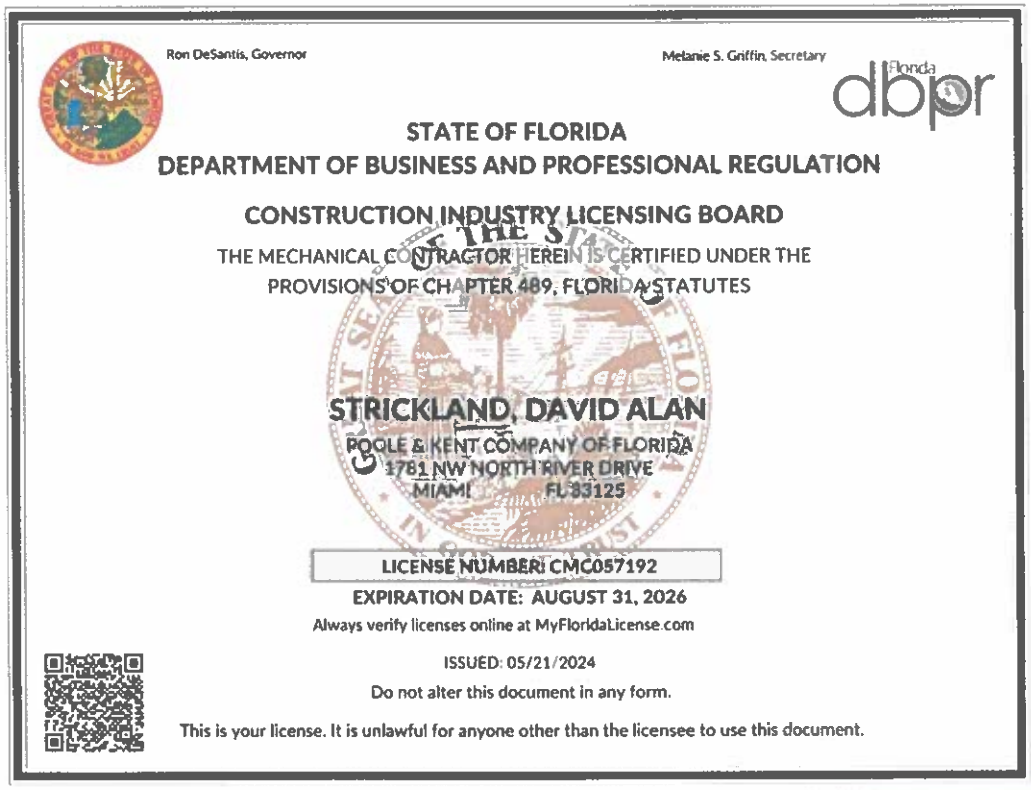
LICENSE NUMBER: CGC061808
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/21/2024

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.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI FL 33125

LICENSE NUMBER: CMC057192
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/21/2024

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State of Florida Contractor Licenses
Expiration Date: August 31, 2026

Poole & Kent
Contractors
An EMCOR Company

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DR
MIAMI FL 33125

LICENSE NUMBER: CUC1223771
EXPIRATION DATE: AUGUST 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/21/2024
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI FL 33125

LICENSE NUMBER: CPC057380
EXPIRATION DATE: AUGUST 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/21/2024
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State of Florida Contractor Licenses
Expiration Date: August 31, 2026

Poole & Kent Contractors
An EMCOR Company

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DR
MIAMI FL 33125

LICENSE NUMBER: PCC1256776
EXPIRATION DATE: AUGUST 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/21/2024
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORI
1781 NW NORTH RIVER DR
MIAMI FL 33125

LICENSE NUMBER: EC13002938
EXPIRATION DATE: AUGUST 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/21/2024
Do not alter this document in any form.

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Poole & Kent
Contractors
An EMCOR Company

Bonding

SURETY COMPANIES

Travelers Casualty & Surety Company of America
343 Thornall Street, 5th Floor
Edison, NJ 08837-2238
Contact: Lindsay Oddi
P: 732-321-5616
Rated A++ (Superior)

Chubb & Son
a division of Federal Insurance Company
3 Mountainview Road, Suite 103
Warren, NJ 07059
Contact: Justin Shangold
P: 908-360-7927
Rated A++ (Superior)

BONDING AGENT

Alliant Insurance Services, Inc.
333 Earle Ovington Blvd., Suite 700
Uniondale, NY 11553-3610
Contact: Nelly Renchiwich
P: 516-414-8905
Florida License #W447916

Florida Resident Agent(s)

7108 Fairway Drive, Suite 225
Palm Beach Gardens, FL 33418
Contact: Peter F. Jones
P: 561-214-6371

2701 N Rocky Point Drive, Suite 960
Tampa, FL 33607
Contact: Peggy Ginem
P: 813-462-5621

BONDING CAPACITY

AGGREGATE	$1,000,000,000
INDIVIDUAL PROJECT	$250,000,000

Poole & Kent Contractors
An EMCOR Company

Insurance

Poole & Kent Company of Florida (P&K) can provide the proper types of insurance that meet your requirements. All of our insurance carriers have an A.M. Best Rating of "A" or higher.

- Continental Casualty Company [General / Automobile] — A.M. Best Rating: A (Excellent)
- American Casualty Company of Reading, PA [Workers Compensation] — A.M. Best Rating: A (Excellent)
- Continental Insurance Company [Umbrella] — A.M. Best Rating: A (Excellent)
- Employers Insurance Company of Wausau [Property] — A.M. Best Rating: A (Excellent)
- Liberty Mutual Fire Insurance Company [Builder's Risk] — A.M. Best Rating: A (Excellent)
- Berkley Assurance Company [Pollution / Professional] — A.M. Best Rating: A+ (Superior)

Marsh USA, Inc.
Contact: Brian M. Lynch
Phone: 212-345-0557
Broker for Continental Casualty Company / American Casualty Company / Continental Insurance Company

Willis Towers Watson Northeast, Inc.
Contact: Kristin Adams
Phone: 617-638-3700
Broker for Employers Insurance Company of Wausau / Liberty Mutual Fire Insurance / Berkley Assurance Company

Refer to the attached evidence of insurance.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2025

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 ***MARSH USA LLC 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Phone: 866-966-4664 Emcor.Certrequest@marsh.com / Fax: 203-229-6787 CN102796740-POOLE-TAM-25-26	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED POOLE & KENT COMPANY OF FLORIDA 1715 WEST LEMON STREET TAMPA, FL 33606	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** American Casualty Company of Reading, PA — 20427 **INSURER C :** Transportation Insurance Co — 20494 **INSURER D :** Continental Insurance Company — 35289 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-009733805-62 **REVISION NUMBER:** 28

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:			GL 8033391088	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 12,000,000 $ 1,000,000 $ 25,000 $ 12,000,000 $ 14,000,000 $ 14,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BUA 8033391091	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Auto Physical Damage	$ 12,000,000 $ $ $ $ Included
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			CUE 7094548497	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B D C	**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			WC 8 33425613 (AOS) WC 8 33451421 (CA) WC 8 33452858 (AZ, OR, WI)	10/01/2025 10/01/2025 10/01/2025	10/01/2026 10/01/2026 10/01/2026	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

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

EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

POOLE & KENT COMPANY OF FLORIDA
1715 WEST LEMON STREET
TAMPA, FL 33606

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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AGENCY CUSTOMER ID: CN102796740
LOC #: Norwalk

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
***MARSH USA LLC	POOLE & KENT COMPANY OF FLORIDA 1715 WEST LEMON STREET TAMPA, FL 33606
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

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE $500

FOR WORKER'S COMPENSATION, AUTO LIABILITY, GENERAL LIABILITY AND UMBRELLA LIABILITY:
IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER
SCHEDULE
1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.
FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.
2. NAME:
NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 09/29/2025

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.

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Employers Insurance Company of Wausau	21458
INSURER B: Liberty Mutual Fire Insurance Company	23035
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Poole & Kent Company of Florida
1715 W. Lemon Street
Tampa, FL 33606

COVERAGES **CERTIFICATE NUMBER:** W40669202 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY CAUSES OF LOSS [ ] BASIC [ ] BROAD [X] SPECIAL [ ] EARTHQUAKE [ ] WIND [ ] FLOOD [X] All Risk subject to DEDUCTIBLES BUILDING CONTENTS Exclusions	YAC-L9L-476863-014	10/01/2024	03/31/2026	[ ] BUILDING [ ] PERSONAL PROPERTY [X] BUSINESS INCOME [X] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [X] BLANKET BLDG & PP [X] Loss Limit	$ $ $ 1,000,000 $ 1,000,000 $ $ $ $ Included $ 10,000,000 $
B	[X] INLAND MARINE CAUSES OF LOSS [X] NAMED PERILS [X] All Risk	TYPE OF POLICY: Builders Risk POLICY NUMBER: M22-L9L-476870-013	10/01/2023	03/31/2026	[X] Job Site [X] In Transit [X] Temp Storage [X] Cont Equiment	$ See Below $ $2,500,000 $ $3,000,000 $ $2,500,000
	[ ] CRIME TYPE OF POLICY					$ $ $
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$ $
						$ $

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Property Policy Includes (Policy# YAC-L9L-476863-014) : Deductible - $500,000.

Contractor's Equipment policy # M32-L9L-476870-024 - $2,500,000 Carrier: Liberty Mutual Insurance Company. Eff Date: 10/01/2024 - 03/31/2026. Contractor's Equipment includes owned/leased/rented/borrowed equipment.

CERTIFICATE HOLDER

Poole & Kent Company of Florida
1715 West Lemon Street
Tampa, FL 33606

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
Patricia A Forry

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SR ID: 28548859 BATCH: 4142507

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM DD/YYYY) 10/14/2025

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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
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkley Assurance Company	39462
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Poole & Kent Company of Florida
1715 W. Lemon Street
Tampa, FL 33606

COVERAGES **CERTIFICATE NUMBER:** W41022384 **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 $							$
	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	$
A	Pollution Liability			PCAB-5029496-1025	10/31/2025	10/31/2026	Per Occurrence:	$5,000,000
							Aggregate:	$5,000,000

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

CERTIFICATE HOLDER

Poole & Kent Company of Florida
1715 W. Lemon Street
Tampa, FL 33606

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
Patricia A Forry

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SR ID: 28659092 BATCH: 4163472

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2025

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
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkley Assurance Company	39462
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Poole & Kent Company of Florida
1715 W. Lemon Street
Tampa, FL 33606

COVERAGES **CERTIFICATE NUMBER:** W41022386 **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 PROJECT 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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTHER	
	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	$
A	Professional Liability			PCAB-5029496-1025	10/31/2025	10/31/2026	Per Claim	$2,000,000
							Aggregate	$2,000,000

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

CERTIFICATE HOLDER

Poole & Kent Company of Florida
1715 W. Lemon Street
Tampa, FL 33606

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
Patricia A Forry

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SR ID: 28659092 BATCH: 4163472

Poole & Kent
Contractors
An EMCOR Company

Owner References

Miami-Dade County, Florida
James Ferguson, P.E., *Assistant Director*
Water and Sewer Department
3071 S.W. 38th Avenue
Miami, FL 33146
(786) 552-8756 – Phone
(305) 613-2249 – Cell
james.ferguson@miamidade.gov

City of Punta Gorda, Florida
Steve Leonard, *Senior Project Manager, Utilities*
326 W. Marion Avenue
Punta Gorda, FL 33950
(941) 575-5059 – Phone
(941) 628-6319 – Cell
sleonard@ci.punta-gorda.fl.us

City of Clearwater, Florida
Jeff Walker, *P.E., CBO, LEED AP, PMP*
Sr. Professional Engineer
Dept. of Public Works, Construction Services
100 S. Myrtle Avenue
Clearwater, FL 33756
(727) 444-8210 – Phone
jeff.walker@myclearwater.com

City of Fort Lauderdale, Florida
Jean Examond, *Project Manager II*
Public Works, Engineering Division
100 N. Andrews Avenue, 4th Floor
Fort Lauderdale, FL 33301
(954) 828-4507 – Phone
jexamond@fortlauderdale.gov

City of North Port, Florida
Jim Colvin, *Wastewater Superintendent*
5355 Pan American Blvd.
North Port, FL 34287
(941) 429-7000 – Phone
jcolvin@northportfl.gov

City of Tampa, Florida
Michael W. Chucran, P.E. *Director*
Contract Administration Department
306 East Jackson Street
Tampa, FL 33602
(813) 274-8568 – Office
(813) 610-2381 – Cell
michael.chucran@tampagov.net

Manatee County, Florida
Anthony Benitez, P.E., *Project Engineer II, Public Works*
1022 26th Avenue East
Bradenton, FL 34208
(941) 708-7450 – Office
(813) 545-9103 – Cell
anthony.benitez@mymanatee.org

Sarasota County, Florida
Gene Allen, *Project Manager, Capital Projects*
1001 Sarasota Blvd.
Sarasota, FL 34240
(941) 861-0529 – Phone
goallen@scgov.net

Charlotte County, Florida
Bruce Bullert, *Engineering Services Manager*
Utilities Department
25550 Harbor View Road, Suite 1
Port Charlotte, FL 33980-2503
(941) 764-4509 – Phone
(941) 628-0201 – Cell
bruce.bullert@charlottecountyfl.gov

City of Davenport, Florida
Michael Stripling, *Utilities Director*
Public Services Department
1 South Allapaha Avenue
Davenport, FL 33836
(863) 419-3300 Extension 143 – Phone
mstripling@mydavenport.org

Poole & Kent
Contractors
An EMCOR Company

Credit Information

Poole & Kent Company of Florida is a wholly owned subsidiary of EMCOR Group, Inc., a publicly traded company on the New York Stock Exchange.

Type of Business: General Contractors

Our Business is a Corporation.

Federal ID Number: 75-3163466

Names of Officers:

Patrick H. Carr	President / Chief Executive Officer
Richard Harrington	Chief Financial Officer / Secretary

Bank Reference:

BMO Harris Bank N.A.
Engineering & Construction
320 S. Canal Street, 15th Floor
Chicago, IL 60606
Contact: Marilyn Bond, Assistant Vice President
Phone: 312.461.2966
Email: marilyn.bond@bmo.com
Account Number:249-303-9

Trade References:

Corcel Corp.
2461 N.W. 23rd Street
Miami, FL 33142
(305) 636-1880 – phone
(305) 636-1897 – fax
(305) 431-3743 – cell

Ray Corona, President
ray@corcelcorp.com

Lehman Pipe & Plumbing Supply
3575 N.W. 36th Street
Miami, FL 33142
(305) 576-3054 – phone
(305) 576-3066 – fax
(786) 395-3168 – cell

Josh Aberman, President
josh@lehmanpipe.com

Ferguson Waterworks
1950 N.W. 18th Street
Pompano Beach, FL 33069
(954) 973-8100 – phone
(954) 917-3134 – fax
(561) 460-4564 – cell

Nicki Berke, Market Credit Manager – South Florida
nicki.berke@ferguson.com

Special Instructions:
All invoices **must** refer to a Poole & Kent purchase order number or a Poole & Kent job number.

NOTE: Mail paper invoices to 1781 N.W. North River Drive, Miami, FL 33125 for proper distribution and timely processing. If mailing invoices is not an option, please email to accounting@pkflorida.com.
Invoices should not be emailed to any project/accounting personnel.

POOLE & KENT COMPANY OF FLORIDA

Ongoing & Completed Water / Wastewater Projects - Partial Listing

Project Name	Owner	Contract Price	Percent Complete
Design-Build Services for the Construction of SDWWTP & CDWWTP Sludge Thickening & Dewatering Build	Miami-Dade County	$209,505,510	98%
CDWWTP CT-3C-A Electrical Distribution Building 2	Miami-Dade County	$151,009,850	55%
SDWWTP Filter System Contract No. S-805	Miami-Dade County	$134,253,000	100%
ST-2A South District WWTP Headworks 3, Oxygenation Trains 9 & 10, and Substation 57/58	Miami-Dade County	$107,605,400	100%
East Port WRF Expansion	Charlotte County	$107,624,715	74%
NDWWTP High Level Disinfection Facilities, S-966	Miami-Dade County	$100,977,000	0%
ECRWRF Biosolids Improvements	City of West Palm Beach	$97,040,424	100%
CD 1.07 SDWWTP Digesters and Control Building Upgrades, Acid Phase and Substation 7 & 8	Miami-Dade County	$93,361,000	99%
ST-2B Clarifiers and HLD	Miami-Dade County	$84,376,200	100%
ST-1B South District WWTP O2 Trains 1-7 Rehabilitation and Electrical Building Upgrades	Miami-Dade County	$80,560,000	75%
NRWWTP Facility Improvements - Solids, Solicitation PNC2117590C1	Broward County	$56,277,763	90%
North County WRF Pretreatment Facility	Collier County	$55,660,000	89%
NRWWTP Reclaimed Water Plant Expansion	Broward County	$54,369,510	100%
Southwest WRF Expansion	City of Cape Coral	$54,173,000	100%
NDWWTP Effluent Pump Station - Electrical Building Improvements	Miami-Dade County	$52,597,455	18%
CD 2.19(2) Co-Gen Facility and 2.01(6) Electrical Improvements	Miami-Dade County	$49,378,300	97%
Upgrade of Pump Station 0300	Miami-Dade County	$48,600,460	13%
South District WWTP New Regional Fats Oils and Grease (FOG) Facility	Miami-Dade County	$45,587,000	96%
North Cape R.O. Facility	City of Cape Coral	$44,854,000	100%
Sewer Pump Station 28 Rehabilitation	City of Miami Beach	$43,912,000	8%
Town of Jupiter Nanofiltration Plant	Town of Jupiter	$36,600,000	100%
Lightspeed Re-Roof & HVAC Replacement	Miami-Dade County	$30,944,629	89%
Wastewater Treatment Facility Improvements	Town of Lake Placid	$30,606,644	73%
CD 2.15(2) Central District WWTP - Plant 2 Cluster 2 Digester Upgrades	Miami-Dade County	$29,227,440	98%
AOWTP West High Service Pump Room Electrical Upgrades, W-951R	Miami-Dade County	$28,904,000	0%
CD 2.15(1) Plant 2 Cluster 1 Digester Upgrades	Miami-Dade County	$26,411,043	99%
Industrial Injection Well Pump Station, Contract No. S-870	Miami-Dade County	$25,982,500	100%
South District WWTP Effluent Pump Station Electrical Improvements for Pumps 1-6, S-922	Miami-Dade County	$25,576,690	100%
WTP UV System and Related Infrastructure	City of West Palm Beach	$24,969,000	100%
Collier R.O. Plant	Collier County	$24,373,000	100%
Master Pump Station No. 3, Contract No. S-852	Miami-Dade County	$21,976,500	100%
New Water Booster Pump Station Re-Bid	City of Venice	$21,475,138	98%
North County WTP	Indian River County	$21,080,300	100%
SDWWTP HLD Upgrade to 285 MGD Effluent Pump Station S-817	Miami-Dade County	$21,008,660	100%
WTP No. 2 - Reverse Osmosis Plant Expansion	City of Clearwater	$20,787,325	100%

POOLE & KENT COMPANY OF FLORIDA

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Project Name	Owner	Contract Price	Percent Complete
SDWWTP Cogen Facility Improvements DB09-WASD-05-ARRA	Miami-Dade County	$20,474,369	100%
Waste Water Treatment Facility Improvements	City of Davenport	$19,970,062	100%
SWWRF Headworks, CCC Rehab	Manatee County	$19,801,751	100%
Lake Region Water Treatment Plant	Palm Beach County	$19,727,000	100%
Lime Slaker Replacement Project Alexander Orr Jr. Water Treatment Plant	Miami-Dade County	$19,126,900	57%
NEWRF Improvements	City of Clearwater	$18,437,515	100%
SDWWTP Chlorine Contact Tank Nos. 5 to 9, S-812	Miami-Dade County	$18,096,498	100%
North District WWTP Pretreatment/Sludge Transfer Rehab Headworks Upgrade, S-871	Miami-Dade County	$17,895,350	100%
Bradenton WRF Addition of Fourth Clarifier Plant Modifications Associated with Injection Well	City of Bradenton	$16,700,134	89%
South Miami Heights WTP Reservoir & High Service Pump Station, W-857	Miami-Dade County	$16,287,364	100%
Lake Alfred Water Treatment Plant No. 2	City of Lake Alfred	$16,186,430	20%
Central District WWTP Headworks Upgrades, Odor Control System, and Ventilation Improvements	Miami-Dade County	$15,895,297	100%
WTP-Electrical/Generator Building	City of West Palm Beach	$14,458,608	100%
Little Road WTP Pumping System	Pasco County	$14,458,200	97%
WWRF Disinfection and Effluent Pumping Improvements	City of Largo	$13,641,000	100%
CDWWTP Chlorination Facilities, Contract No. S-890	Miami-Dade County	$13,413,000	100%
Central County WRF Phase 3 Expansion	Sarasota County	$12,279,000	100%
East Port WRF Stage 1 Improvements	Charlotte County	$12,105,500	100%
Repump Stations A, B and E	City of Fort Lauderdale	$11,734,446	100%
SDWWTP Septage Receiving and Solids Process Building S-829	Miami-Dade County	$11,364,490	100%
S.R.W.W.T.P Oxygen System Upgrade 99-9406	City of Hollywood	$10,438,709	100%
CD 5.03 Upgrade to Sewage Pump Station 0692, Contract No. S-908R	Miami-Dade County	$10,118,300	100%
Carlton WTF Rehabilitation Construction Phase I, 191724JLS	Sarasota County	$10,071,350	100%
Venice Water Reclamation Facility ITB #2987-14	City of Venice	$9,830,000	100%
SDWWTP Oxygenation Train No. 7 Contract S-816	Miami-Dade County	$8,831,950	100%
Everest Admin Building	City of Cape Coral	$8,668,000	100%
Industrial Waste Treatment Facility Clarifer System	Pinellas County	$8,463,633	100%
HVAC Improvements Package D - Switchgear Building No. 2 and Polymer Building	Miami-Dade County	$8,320,225	92%
South District WWTP Oxygen Production Upgrades	Miami-Dade County	$8,053,095	100%
District 2A - Ground Storage Tank	Broward County	$7,750,000	100%
Coral Springs WTP Improvements - Phase III	City of Coral Springs	$7,451,000	100%
Lohmeyer Pump Station Improvements	City of Fort Lauderdale	$7,351,475	100%
Alexander Orr Jr. WTP East High Service Pump No. 6 Replacement	Miami-Dade County	$7,204,121	100%
Pump Station 0415, Contract No. S-905R	Miami-Dade County	$6,988,345	100%
Headworks and Grit Removal Imp. at the ECRWRF Treatment Facility	City of West Palm Beach	$6,466,000	100%
Springtree WTP Improvements-Phase I Operations Building & HSP "A"	City of Sunrise	$6,336,000	100%

POOLE & KENT COMPANY OF FLORIDA

Ongoing & Completed Water / Wastewater Projects - Partial Listing

Project Name	Owner	Contract Price	Percent Complete
North District WWTP Deep Injection Well Pump Station, S-877	Miami-Dade County	$6,300,550	100%
South WRF Headworks	Englewood Water District	$6,296,120	100%
HVAC Improvements Package C, S-981	Miami-Dade County	$6,118,000	99%
Pump Station 450 Improvements, Y1408402C1	Broward County	$6,094,250	100%
Wastewater Biosolids Treatment Improvements	City of Wauchula	$5,834,003	99%
Pump Station 0187, Contract No. S-903	Miami-Dade County	$5,798,030	100%
SDWWTP Screening Systems Improvements S-863	Miami-Dade County	$5,720,050	100%
Deep Injection Well For MS/RO Concentrate Disposal Booster Pump	City of Hollywood	$5,665,000	100%
Bowling Green WWTF Replacement Phase 1	City of Bowling Green	$5,128,343	100%
Lehigh Acres WWTF Membrane Bioreactor	Florida Governmental Utility Authority	$5,043,694	12%
Lake Region WTP Wellfield	Palm Beach County	$5,026,000	100%
Keurig Dr Pepper WWPTP Upgrades	The American Bottling Company	$4,921,830	100%
Howard F. Curren AWTP Screen and Grit Washers Replacement, 18-C-00017	City of Tampa	$4,662,109	100%
SWWRF & SEWRF Belt Filter Press Rehabilitation, 19-TA003100SAM	Manatee County	$4,607,169	100%
SEWRF RAS/WAS Upgrade and Plant Drain Pump Station, 19-TA003062AJ	Manatee County	$4,461,455	100%
CD 2.21 Pump Station 1 and CD 2.25(4) Ventilation Improvements	Miami-Dade County	$4,155,850	100%
WWTP Digester Building and Gas Piping System Rehab 2012-057	City of Boca Raton	$4,081,922	100%
NRWRF Belt Filter Press Improvements, IFBC 20-TA003363SAM	Manatee County	$3,997,678	100%
Marshall Street WRF Process Control Gates Repairs	City of Clearwater	$3,651,908	100%
Water Treatment Plant Filters Rehabilitation	City of West Palm Beach	$3,571,530	100%
Rotonda Water Reclamation Facility Headwork Improvements	Charlotte County	$3,537,533	98%
Treatment Trains 5 & 6 Rehabilitation	Peace River Manasota Regional Water Supply Authority	$3,534,507	100%
Howard F. Curren AWTP Denitrification Filter Media Replacement III	City of Tampa	$3,318,000	100%
Septage Receiving Facility Improvements Y1206701C1	Broward County	$3,283,101	100%
WWTP Filtration Improvements F2011132	City of Punta Gorda	$3,255,000	100%
Industrial Waste Treatment Facility Intake Pump Station	Pinellas County BOCC	$2,944,469	100%
Digester P-2/D-3 Cover Replacement - Contract No. CICC-7360	Miami-Dade County	$2,906,360	100%
Myakka Booster Pump and EL Jobean Vacuum Station, 2019000142	Charlotte County	$2,881,200	100%
NRWRF Master Reuse Wet Weather Management Well System	Manatee County	$2,767,950	100%
Seven Springs WWTP Grit Removal System Improvements	Florida Governmental Utility Authority	$2,088,328	100%
Green Meadows WTP Improvements	Lee County	$2,060,858	1%
Cons-PipeRepl/WWTP - Solicitation #F2013124	City of Punta Gorda	$1,982,000	100%
Central County WRF Phase 3 Improvements	Sarasota County	$1,880,946	100%
Hollywood WTP Membrane Replacement 10-4231	City of Hollywood	$1,770,963	100%
Fiveash WTP Filter Rehab	City of Fort Lauderdale	$1,748,000	100%
Howard F. Curren AWTP Methanol Storage Tank Replacement	City of Tampa	$1,689,328	100%
City of Belle Glade WWTP Improvements WUD 10-062R	Palm Beach County	$1,623,000	100%
Northeast WRF Clarifiers 5-8 Rehabilitation	City of Clearwater	$1,600,000	100%
NCRWTP Membrane Replacement and Inter-Stage Booster Project	Collier County	$1,564,000	100%

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Ongoing & Completed Water / Wastewater Projects - Partial Listing

Project Name	Owner	Contract Price	Percent Complete
University Pumping Station Automatic Bar Screen, 18-C-00016	City of Tampa	$1,511,534	100%
Hollywood WTP RO Train "A" Replacement	City of Hollywood	$1,470,000	100%
East & West Spring Lake Wastewater Expansion	Charlotte County	$1,467,000	100%
Howard F. Curren AWTP HPO Gearbox/Mixer Upgrades, 15-C-00021	City of Tampa	$1,434,891	100%
SRWWTP Clarifier Nos. 5-8 Flow Diversion Box Rehab	City of Hollywood	$1,369,000	100%
South County AWTP Clarifier 1 & 2 Rehab	Hillsborough Couty	$1,356,300	100%
Krause Pumping Station Standby Generators	City of Tampa	$1,322,592	100%
WTP 1A 1.0 MG Water Storage Tank (NSM), Y1233004C1	Broward County	$1,322,000	100%
Northeast WRF Clarifier #5 Improvements	City of St. Petersburg	$1,321,907	100%
AOWTP Radiator	Miami-Dade County	$1,321,200	100%
East WRF Clarifier Rehabilitation	City of Clearwater	$1,273,704	100%
WTP Filter Valve Replacement & Control System Upgrade 019-12	City of Naples	$1,263,300	100%
Trickling Filters Media Replacement and Painting Project	City of Arcadia	$1,200,967	100%
Membrane Concentrate Line Re-Route	City of Boca Raton	$1,198,000	100%
Sludge Storage System Improvements	City of North Port	$1,169,105	100%
East WRF Effluent Filters Rehabilitation	City of Clearwater	$1,160,000	100%
Howard F. Curren AWTP Train Rail Replacements	City of Tampa	$1,107,476	100%
RAS Pump Station Valve Replacement 11993404	City of West Palm Beach	$1,083,000	100%
Southwest RO WTP Control Modifications, UT18-75/KR	City of Cape Coral	$1,049,000	100%

POOLE & KENT PROJECT EXPERIENCE

Poole & Kent has been performing construction services at water and wastewater facilities in Florida for over 50 years where we have constructed new facilities and rehabilitated, expanded, and/or improved operational and existing facilities similar to **DeSoto County Regional Wastewater Treatment Plant.**






Below, please find five (5) references that demonstrate Poole & Kent's successful completion of rehabilitation of wastewater treatment facilities within the last ten (10) years. Additionally, to further substantiate our project experience, we have included the attached list of projects that are currently ongoing or recently completed for your review. Additional projects and/or references are available upon request.

PROJECT NO. 1

Project Name: ECRWRF Biosolids Improvement Project
Project Location: West Palm Beach, Florida
Project Start/Completion Dates: August 2015 – March 2022
Contract Value: $97,040,423.88
Project Owner: ECRWRF Operations Board c/o The City of West Palm Beach
Contact Person (Name/Role): John Hoffman, P.E., *Construction Manager*
Phone: 954-249-9288
Email: jhoffman@hazenandsawyer.com
Project Description: The East Central Regional Water Reclamation Facility was originally constructed in the 1970s. The East Central Regional Water Reclamation Facility (ECRWRF) is funded and governed by a board comprised of the representatives of the entities served by that facility, namely: the City of West Palm Beach, the City of Lake Worth, the City of Riviera Beach, the Town of Palm Beach, and Palm Beach County. The ECRWRF is licensed to function under specific guidelines by the State of Florida and the U.S. Environmental Protection Agency. The plant is operated by Florida licensed Wastewater Plant Operators.

In 2015, Poole & Kent was awarded the project to construct the biosolids improvements at the existing facility. Construction included the following main components:

- Converted Sludge Decant No. 1 to an Aerated Waste Activated Sludge (WAS) Storage Tank, including rehabilitation of the tank structure, installation of a coarse-bubble diffused aeration system, and construction of a blower building.
- Converted Sludge Decant Tank No. 2 to a Centrate Equalization Tank, including rehabilitation of the tank structure, installation of mixing equipment, and construction of an equalized centrate return pump station.
- Upgraded the existing Gravity Belt Thickening Facility, including installation of gravity belt thickener feed pumps, refurbishment of three (3) gravity belt thickening systems, installation of a new gravity belt thickener, and installation of a liquid polymer storage/feed system.
- Constructed a Thickened Waste Activated Sludge Storage Tank consisting of two (2) cells, each equipped with a vertical mixer.
- Built a Temperature-Phased Anaerobic Digestion Facility, including six (6) digesters, sludge pumping

and heating equipment rooms, a boiler room, a digester gas compressor room, and waste gas burners.
- Constructed a Digested Sludge Holding Tank consisting of three (3) cells, each equipped with a vertical mixer.
- Developed a Centrifuge Dewatering Facility—a three-story building containing four (4) high solids centrifuges, four (4) sludge cake storage hoppers, sludge cake conveying equipment, a two-lane truck loading station, and a liquid polymer storage/feed system.
- Installed two (2) Septage Receiving Stations and a FOG (fats/oils/greases) Receiving Station.
- Built a Ferric Chloride Storage and Pumping Facility.
- Installed new biosolids odor control facilities.
- Converted the existing aerobic digester to Aeration Basin No. 1, including structural demolition, installation of new baffle walls and walkways, a fine-bubble diffused aeration system, anaerobic zone vertical mixers, and influent and effluent structures.
- Completed sitework, including installation of a gravity drain piping network, storm water collection network, process yard piping, grading, paving, and striping.
- Expanded the electrical power distribution system.
- Expanded and upgraded the existing SCADA system.

Prior to construction, the facility was permitted to process 64 million gallons of wastewater per day (MGD). Currently, the facility processes 70 million gallons of wastewater per day. Poole & Kent was responsible for scheduling, coordination, procurement, and execution of all aspects of construction of the facilities and process equipment.

Project Milestone	Date
Notice to Proceed	08/10/2015
Substantial Completion, Gravit Belt Thickening Facility Upgrades	09/06/2017
Substantial Completion, Aeration Basin No. 1	07/31/2018
Substantial Completion, FOG Receiving Facility	02/05/2021
Substantial Completion	03/31/2020
Final Completion	03/31/2022

PROJECT NO. 2

Project Name: Clarifiers and HLD (ST-2B), Contract No. S-932
Project Location: Miami, Florida
Project Start/Completion Dates:
Notice to Proceed: September 26, 2022
Substantial Completion: August 29, 2025
Final Completion: September 27, 2025
Contract Value: $84,376,000
Project Owner: Miami-Dade Water and Sewer Department c/o Miami-Dade County
Contact Person (Name/Role): JP Acosta, *Construction Manager*
Phone: 786-843-7387
Email: juan.acosta3@miamidade.gov
Project Description: This project included the construction of a new junction box to split the flow from the oxygenation tanks into two new clarifiers; construction of 1 new clarifier including inlet and outlet piping and Return Activated Sludge (RAS) piping; modification of existing RAS Pump Station 3 with installation of three (3) additional RAS pumps with piping system; modification of a pipe segment inside RAS Pump Station No. 1; construction of a Transfer Pump Station (TPS) Bypass channel (North side); construction of 6 new filters; and associated yard piping.

1. Civil / Sitework
   a) Install shoring to protect existing structures and geotechnical instrumentation to monitor conditions.

b) Dewatering activities and installation of sheet piles including required sheet piling for the construction of Clarifier 12 and Junction Box 11/12.
c) Junction Box 11/12 construction.
d) Install yard piping from junction box to Clarifier 12, and some piping for future Clarifier 11, including piping below structures.
e) Install yard piping from Clarifier 12, and some piping for future Clarifier 11, to effluent manifold including piping below structures.
f) Install yard piping between Clarifier 12 and RAS pump station 3 and scum pump station.
g) Extend 96" PCCP pipe and connect to new filters.
h) Install 36" filter effluent pipe.
i) Civil improvements related to TPS bypass (north side) included upgrades to yard piping at the TPS to accommodate the new bypass and site improvements around the actuators of the two existing 60-inch valves.
j) Provide design of civil site improvements including grading, pavements, sidewalks, and parking.
k) Site and utilities demolition.
l) Provide recommended access roads/routes

2. Architectural / Structural
   a) Life safety plan
   b) Install auger piles foundation as required for all structures and install pile caps.
   c) Form and pour concrete slabs and walls as required for all structures.
   d) Structural design for the expansion of existing Transfer Pump Station adding a north bypass channel as well as receiving and water discharge structures.
3. Process Mechanical / HVAC
   a) Install weir gates at junction box
   b) Install clarifier 12 mechanism and piping (inlet, outlet, RAS, scum and drain piping)
   c) Installation of RAS pumps 8-10 complete with piping and appurtenances at RAS PS 3.
   d) Remove 17-ft section of 24-inch RAS pipe, including two 24-inch by 26-inch reducers from RAS discharge piping at RAS Pump Station No. 1 and replace with 36-inch pipe.
   e) Install new air scour blower and air piping at new filters
   f) Install deep bed filtration systems including underdrain supports and piping as well as filter beds.
   g) Install backwash pumps and piping.
   h) Install gates and piping for north bypass channel as well as actuators for the two existing 60-inch valves.
   i) Installation of a new 96-inch filtered effluent bypass pipe between the North and the South Filtered Effluent Flumes.
   j) Provide temporary chlorine injection pumps and injection assemblies to be used during shutdowns that bypass existing chlorination points.
   k) Modify HVAC systems as required to accommodate new structures and equipment.
4. Electrical
   a) Install lighting and grounding systems as required for new structures and equipment.
   b) Install lightning protection equipment.
   c) Install underground ductbanks to and from new structures.
   d) Electrical terminations for new gates and equipment.
   e) Install transformers for new clarifier and filters.
   f) Electrical improvements at MCC-A and MCC-B for RAS pump station modifications.
5. Instrumentation and Control
   a) Modify SCADA programming to include new junction box slide gates, new clarifier, new RAS pumps, new bypass slide gates, and new filters.
   b) Install and calibrate instrumentation and controls for new equipment, gates, valves and instruments.
6. Owner Training and Start-Up and Commissioning

Poole & Kent successfully completed this project safely, on schedule, and within budget.

PROJECT NO. 3

Project Name: Central County WRF Expansion
Project Location: Sarasota, Florida
Project Start/Completion Dates: October 2015 – February 2018
Contract Value: $12,279,000
Project Owner: Sarasota County
Contact Person (Name/Role): Gene Allen, Project Manager, Capital Projects
Phone: 941-861-0529
Email: goallen@scgov.net
Project Description: Expansion of an existing water reclamation facility from 4.8 MGD to 8.0 MGD. Project components included the construction of Anoxic Basin No. 2; Aeration Basin No. 3, including recycle and mixed liquor pumps; Scum Pump No. 1 and wet well; Sand Filter Nos. 4 and 5; Chlorine Contact Tank No. 1 modifications; Chlorine Contact Tank No. 4; sludge holding tank modifications including blowers and piping; secondary Clarifiers Nos. 3 and 4; RAS/WAS wet well and RAS/WAS pump station modifications; elevated walkways and modifications; yard piping (6" through 48") and yard structures; site work; electrical and instrumentation work.

PROJECT NO. 4

Project Name: SWWRF New Headworks, Chlorine Contact Chamber Rehabilitation, and Recharge Well Pump Station
Project Location: Bradenton, Florida
Project Start/Completion Dates: May 2020-November 2023
Contract Value: $19,801,212
Project Owner: Manatee County
Contact Person (Name/Role): Anthony Benitez, *Project Engineer 2*
Phone: 813.545.9103
Email: anthony.benitez@mymanatee.org
Project Description: Construction of a new Headworks, rehabilitation of Chlorine Contact Chamber (CCC), and new Recharge Well Pump Station. The new Headworks consists of demolition of existing Headwork Facility, asphalt and concrete pavement, and Longboat Key (LBK) metering station and sample station; new elevated headworks structure, including new lift station, yard piping, drainage, asphalt parking, and other civil improvements; new LBK forcemain metering and sample station and ancillary components; new mechanical screens, grit removal system, booster pump skid, infrastructure for County-procured odor control system and related mechanical, instrumentation and controls, and electrical systems, including NFPA-802 compliant electrical and ventilation system and remote MCC distribution; demolition of existing headworks, removal or abandon and grout fill existing yard piping; painting of headworks interior and exterior concrete surfaces, piping, and equipment; and painting of Splitter Box #1 exterior concrete surfaces. The Recharge Well Pump Station and CCC rehabilitation consists of construction of a new Recharge Well Pump Station on top of the existing CCC structure; piping and valving needed to isolate lake water return from new Recharge Well Pump Station wet well in addition to piping to connect Recharge Well Pump Station to Recharge Well injection line; improvements at the CCC, including new FRP covers, coating system, mixers, miscellaneous. handrail, compliance and sampling instrumentation modifications, removal and replacement of slide gates, and provisions for temporary basin dewatering pumping; improvements at the Anoxic Basins, including a channel extension and new coarse screen for the Headworks bypass piping, bypass piping modifications, removal and replacement of slide gates, and aluminum covers over channel and miscellaneous openings; demolition of existing DAF Polymer Building, CCC Blower Building, and primary sludge pumps and piping. Liquid ammonium sulfide metering pump skid, slab on grade, and piping to CCC; new 5kV loop, switchgear modifications, and associated demolition; NETA testing of electrical systems including wiring; and painting of pipe and mechanical equipment.

PROJECT NO. 5

Project Name: CDWWTP Industrial Injection Well Surface Facilities, Contract No. S-870
Project Location: Miami, Florida
Project Start/Completion Dates: May 2017-November 2019
Contract Value: $25,656,049.23
Project Owner: Miami-Dade Water and Sewer Department c/o Miami-Dade County
Contact Person (Name/Role): Sonia Villamil, *Engineer 2*
Phone: 786.552.8234
Email: sonia.villamil@miamidade.gov
Project Description: This project consisted of furnishing and installing surface facilities for existing industrial injection wells at the Central District Wastewater Treatment Plant located in Virginia Key. The project consisted of furnishing all materials, labor, and equipment necessary to construct an Industrial Injection Well Pump Station, equip two (2) existing industrial injection wells with wellhead piping, equip a monitoring well with wellhead piping, and install piping and flow interceptor boxes to convey waste stream flows from five (5) separate sources to the Injection Well Pump Station, and to convey the pump station discharge to the two (2) injection wells, and all other appurtenant and miscellaneous items and work for a complete, functional, and satisfactory installation of the project. The pump station is a two-story building with two (2) below grade wetwells and influent channel. Construction of the below grade wetwells required design and construction of a cofferdam. The pump station has a pump room that houses four (4) medium voltage (4,160 volt) vertical turbine pumps and associated piping, valves, and controls; an air-conditioned transformer room that houses four (4) high voltage (13.2 kV) transformers; and an air-conditioned electrical room on the second floor that houses switchgear, MCCs, VFDs, and other electrical and control panels. Surge protection for the injection well system is provided by two (2) hydropneumatic surge tanks with associated air compressor system. The pipe diameters for the waste streams consist of 8", 16", and 48" ductile iron pipe and 10" HDPE pipe. Pump station discharge piping consisted of 30" and 42" ductile iron piping. Pump discharge is controlled by 30" rotary pump control valves with electric/hydraulic valve actuator that is operated by a hydraulic valve accumulator system. The injection wells consisted of a slab on grade with 24" ductile iron pipe, valves, magnetic flow meter, and air release valve. The monitoring well consisted of two (2) 1-HP horizontal centrifugal sampling pumps with 1 ½" discharge piping and pressure and level instruments. High and medium voltage ductbanks were installed to connect the new pump station to the existing Main Switchgear Building.

Poole & Kent
Contractors
An EMCOR Company

David B. BuShea
Vice President



David BuShea began his career in the construction industry over 40 years ago and has a multitude of experience in a wide range of mechanically-intensive projects including water/wastewater, education, medical, and transportation facilities. Prior to his position as Vice President, David was an apprentice, pipefitter, welder, superintendent, project manager, and project executive. Having hands-on experience is invaluable when managing projects. Currently, David manages our Tampa division. His management duties include estimating; developing, implementing, and maintaining CPM schedules; manpower, material and resource management to achieve schedule objectives; subcontractor coordination; management of office personnel and field supervision staff; trade coordination; and safety and quality control programs.

Position
Vice President

Experience
45 Years

Years with Firm
27 Years

Professional
Air Conditioning & Refrigeration Steamfitters UA Local No. 725

Florida State Certified Mechanical Contractor CMC1249603, 2/2006

Florida State Certified Residential Contractor CRC041961, 10/1987

Affiliations
- *Society of American Military Engineers*
- *American Welding Society*
- *AGC of America*
- *MCA / SMACNA*
- *Agency for Health Care Administration (AHCA)*

Training
- *Superintendent Loss Control Orientation Program*
- *Contractual Risk Seminar*
- *ACHA Innovations for Health Care Facility Design and Construction*

Relevant Responsibilities
- *Project Oversight*
- *Cost Estimating*
- *Bidding Strategies*

East Port Water Reclamation Facility Expansion | Port Charlotte
This $106.2 million project consists of successfully completing the construction of upgrading the East Port WRF from 6.0-MGD to 9.0-MGD. This includes, but is not limited to: headworks flow splitter box; converting the existing, decommissioned package plant to a 1.4 MG EQ basin; replacement of the septage receiving station; improvements to the existing oxidations ditches 1 and 2; construction of new oxidation ditch 3; advanced water treatment diversion box; construction of the advanced water treatment facility; modifications to the clarifier splitter box; replacement of scum pump station for clarifiers 1 and 2; construct new scum pump station for clarifiers 3 and 4; construct new clarifiers 3 and 4; construct new RAS and WAS pump stations for clarifiers 3 and 4; upgrade filters 1 and 2; construct new filters 3 and 4; upgrade chlorine contact chambers 1 and 2; construct new chlorine contact chambers 3 and 4; construct new chemical feed building; construct new pond transfer pump station; construct new aerobic digester; construct a new dewatering facility; construct new electrical MCC, switchgear, and related duct banks, wiring and instrumentation; upgrade of existing SCADA systems; all site surveys, investigations, geotechnical, related civil/sitework, equipment, piping, any bypass or diversions necessary, and related appurtenances.

WRF Addition of Fourth Clarifier Plant Modifications Associated with Injection Well | Bradenton
This $16 million project consists of the construction and addition of a fourth clarifier to the City of Bradenton's wastewater system. The work includes, but is not limited to, installation of a 150-foot-diameter clarifier, a return-activated sludge (RAS) pump station, a scum pump station, an electrical building, sludge drying cells, bollards, concrete mow stripping, associated pipes, valves, fittings, and appurtenances to connect to the existing system. The project also includes modifications to the existing clarifier flow splitter box, staircase, and walkway; demolition of any existing piping to accommodate the proposed installations and modifications, the existing aerobic digester, and the dissolved air floatation unit; and removal and replacement of portions of the plant roadway, existing sludge drying bed, and drainage piping. Other roadway enhancements include removing and installing gravity structures and piping, and associated grading, milling, resurfacing, and paving.

New Water Booster Pump Station | Nokomis
This $21.5 million project includes construction of a water booster pump station with a 2-MG aboveground storage tank and approximately 13,000-LF of 16-inch diameter off-site potable water transmission mains that will provide connections to the City's distribution system. Other improvements include the addition of a new bi-directional emergency interconnect station with Sarasota County, and approximately 9,000-LF extension of the City's fiber optic service from the existing water reclamation facility to the new booster station. The Venice New Water Booster Pump Station supports implementation of several new components as follows: Water Booster Pump Station Building which consists of a pump room, chemical facilities, HVAC mechanical room, electrical room, locker and restrooms equipped with showers, a training room, and two (2) control rooms as well as a kitchen and conference room; Off-Site Utility Mains consisting of 16" potable water transmission mains to and from the pump station site to connect to the City's distribution system, as well as fiber optic service extension to the site, and a sanitary sewer from the site; Emergency Potable Water Interconnect (bi-directional) with Sarasota County near the Laurel Road and Perimeter Road intersection; supporting yard piping and site improvements, including an emergency engine-generator, site access, stormwater and landscaping improvements; aboveground water storage tank; and emergency engine-generator.

Seven Springs WWTP Grit Removal System Improvements | New Port Richey
This $2.2 million project includes the replacement and upgrade of the grit removal equipment. The existing grit system at the Seven Springs WWTP was at the end of its useful life and failing. A technical study was completed

in 2021 to evaluate various technologies to replace the existing grit removal and handling system. The study determined the most appropriate grit removal technology for the Seven Springs WWTP application is the Smith and Loveless Pista VIO equipment.

Solid Waste Industrial Waste Treatment Facility Clarifier System Phase 2 | St. Petersburg

This $8.5 million project consists of excavation of previously-placed preload surcharge soil materials (consisting of compacted 1-foot lifts of structural fill) and transport to the designated stockpile/disposal site located on the Bridgeway Acres Landfill site; installation of a 60-foot diameter wire and strand-wrapped concrete open top tank and associated clarifier equipment, access walkway, and stairway; installation of a 30-foot diameter wire and strand-wrapped concrete open top tank and associated gravity thickener equipment and access walkway; removal of existing yard piping and valves and installation of new yard piping and valves; removal of two (2) existing 12,150-gallon coagulant storage tanks and installation of two (2) new 10,300-gallon coagulant storage tanks; mill and overlay of flexible pavement; installation of geogrid; installation of covered vehicle parking canopy; installation and modification of site drainage and stormwater conveyance structures; transport of stockpiled topsoil from locations on the Bridgeway Acres Landfill and placement and grading of topsoil within all areas shown on the Drawings to be seeded or sodded; seeding and sodding; installation and modification of miscellaneous electric work including power and control conduits and wire; installation of fencing, motorized vehicle gate, video-surveillance camera, security card reader, and automatic vehicle identification; installation of instrumentation and integration of new controls, input and outputs, with existing HMI and controller software; and construction of miscellaneous other improvements as required per the Contract Documents.

Solid Waste Industrial Waste Treatment Facility Intake Pump Station | St. Petersburg

This $3 million project includes the furnishing of all labor, materials, equipment, services and incidentals but is not limited to: civil sitework, including excavation and grading, slope stabilization, access ramp and associated swales, cofferdams, and protective sheeting systems required to perform the work; demolition of existing intake pumps, associated piping, electrical panels and associated components, and flow control devices; one (1) intake screen, including floating intake system, suction pipe, flexible hose, pipe floats, winch cable, winch cable floats, and associated accessories; two (2) new intake pumps; concrete intake pump pad; aluminum platform, handrailing, and associated miscellaneous metals; intake pumps suction and discharge piping, pipe fittings, valves, and pipe supports; three (3) winch and fairlead systems, including mounts and associated miscellaneous metals; three (3) concrete winch pads; and associated electrical and control system improvements.

Wastewater Biosolids Treatment Improvements | Wauchula

This $5.7 million project consists of construction of an aerobic digester, replacement of aeration system in existing digester, installation of new blowers and solids transfer pumps, and associated site civil work, piping, and electrical.

South Water Reclamation Facility Headworks | Rotonda West

This $6.3 million project includes, but is not limited to: civil/sitework consisting of clearing and grubbing, site-grading, seed/sod, and landscaping; yard piping and miscellaneous site piping, including drain lines and odor control ductwork; connection to existing process piping; Headworks Facility including, but not limited to: architectural, plumbing, and HVAC work, all structural work, all instrumentation and controls, installation of mechanical bar screen and compactor and discharge chute, fabrication and installation of two (2) manual bar screens, installation of slide gates, installation of grit removal and grit dewatering systems, installation of Master Influent Lift Station, including wet well, submersible pumps, aboveground valve assembly, and associated electrical components, relocation of the existing odor control system, installation of associated mulch bed, relocation of the existing generator, installation of pre-fabricated Electrical Building, installation of all electrical control panels, connecting to existing electrical facilities, integration of instrumentation and controls equipment related to the Master Lift Station and actuators into customized control panel, and installation of all handrails, toe guards, channel covers, and stairs.

Waste Water Treatment Facility Improvements Phase 2 | Davenport

This $19.8 million project consists of construction of a new carousel-type treatment process, new clarifier, chlorine contact basin expansion, electrical and piping modifications, rapid infiltration basin expansion, and corresponding instrumentation and conrols.

Little Road WTP Pumping Station Upgrades | New Port Richey

This $14.5 million project consists of construction of a new 20 MGD pump station located within the existing property of the Little Road WTP. Work includes, but is not limited to construction of a new pump station facility/structure with (5) five MGD pumps, a new chemical storage and feed facility, new chemical injection points, electrical improvements, instrumentation and controls improvements, yard piping improvements, expansion/modification of existing storm drainage system inclusive of existing pond, civil site work, truck access improvements, and the demolition of several existing and unused facilities.

NE WRF Improvements | Clearwater

This $19.3 million project includes modifications to existing grit and primary treatment and sludge blend and storage systems, and new flow equalization system. The project generally includes the following: removal of contents, concrete repairs and interior/exterior coating of existing sludge storage and blend tanks; demolition of existing aeration and mixing equipment; repair and refurbishment of odor control piping, stair treads, and tank walkway; rehabilitation of sludge storage and blend tanks, pump stations, and yard piping including installation of new mixers, new aluminum covers, new Truck Off-Loading Pump Station, new Anaerobic Digester Feed Pump Station, new inline grinder, new Dewatering Feed Pump Station; thickened primary sludge and thickened WAS yard piping modifications; Northeast WRF pretreatment and primary treatment improvements including demolition and paving activities, yard piping, conversion of existing picket thickener facilities to stacked tray removal systems, new continuous loop moving belt filtration systems, new equalization basin, instrumentation and controls, electrical systems, rehabilitation of in-plant submersible lift station; rehabilitation of existing primary clarifier effluent box channels; and all other necessary systems for a complete project.

Peace River Manasota Regional Water Supply Authority Treatment Trains 5 & 6 Rehabilitation | Arcadia
This $3.5 million project for the rehabilitation of Trains 5 and 6, includes but is not limited to, emptying, cleaning, concrete restoration and protective coating application for six (6) multimedia filters, two (2) solid contact units and other ancillary concrete chambers and spaces, rehabilitation of the rake drive and rapid mixer drives in the solid contact units, complete rebuilding of the six (6) multi-media filters with all new filtration media and associated stainless steel underdrain repairs. Work also includes removal and replacement of fifty-six (56) filter control valves with actuators.

Central County WRF Phase 3 Improvements | Sarasota
This $1.9 million project for repairs and reconstruction of existing improvements, includes but is not limited to mobilization, sodium hypochlorite storage and feed facilities, aeration basin no. 3 weir plate, site work, general modifications to existing electrical buildings, electrical work, SCADA PLC and instrumentaion.

North WRF Belt Filter Press Improvements | Palmetto
This $4 million project includes the refurbishment of two (2) existing Belt Filter Presses (BFPs), demolition of polymer pumps, wash-water booster pumps, polymer system, inclined screw conveyor, catwalk, and cake bin, furnish and install polymer pump, sludge cake pumps, wash-water booster pumps, inclined screw conveyors, air compressor, cake loadout piping and valving, replacement of existing control panels, include Plant SCADA HMI. Replace BFP control panels. Remove and replace existing polymer system with dry polymer system. Remove and replace existing control panels for polymer pumps. Add second truck load-out bay and rehab the existing truck load-out. Move existing fence, and extend existing road as required. Install power over ethernet. Run fiber and provide new conduits and/or cables or replace as required.

North Regional WRF Master Reuse Wet Weather Management System | Palmetto
This $2.7 million project includes the construction of the following Wet Weather Management Well System components: Installation of reclaimed water pipeline using open-cut construction methods consisting of 16-inch and 12-inch ductile iron pipe including valves, joint restraint, protection of existing utilities, and restoration of gravel and pavement roadway surfaces; drainage of pipelines installed by open-cut construction methods consisting of 2-inch PVC pressure pipe including restoration of grassed, gravel, and pavement roadway surfaces; furnish and install new aboveground ductile iron and stainless-steel flanged wellhead piping for two (2) existing injection wells; furnish and install new aboveground stainless-steel wellhead piping for sampling and conveying water purged from three (3) existing monitor wells; furnish and install four (4) stainless steel submersible sample pumps; furnish and install chain link fencing with gates and corner posts; furnish and install flow meter, pressure transducers, differential pressure transducers, and water level measurement instrumentation at each well; furnish and install electrical panels, control panels, motorized valve actuators, conduit, and wiring at each well site; concrete incased ductbanks to include electrical power, control, and fiber optic wiring between each well and existing facilities within the plant; SCADA and programming modifications to integrate the new control and instrumentation features into the plant's existing system.

Howard F. Curren AWTP Methanol Storage Tank Replacement | Tampa
This $1.6 million project includes the removal of one (1) 100,000 gallon methanol storage tank and installation of two (2) 50,000 gallon methanol storage tanks; modifications to the existing ethanol storage containment area to accommodate the new tanks; demolition and disposal of the existing tanks adjacent fiberglass brewery waste storage tank; and nine (9) fiberglass liquid alum storage tanks.

Southwest WRF New Headworks and Chlorine Contact Chamber Rehabilitation and Recharge Well Pump Station | Bradenton
This $19 million project consists of two sub-projects 1) construction of a new Headworks and 2) rehabilitation of Chlorine Contact Chambers and construction of a new Recharge Well Pump Station. The new Headworks consists of demolition of existing Headwork Facility, asphalt and concrete pavement, and Longboat Key (LBK) metering station and sample station; new elevated headworks structure including new lift station, yard piping, drainage, asphalt parking and other civil improvements; new LBK forcemain metering and sample station and ancillary components; new mechanical screens, grit removal system, booster pump skid, infrastructure for County-procured odor control system and related mechanical, instrumentation and control, and electrical systems including NFPA-802 compliant electrical and ventilation system and remote MCC distribution; demolition of existing headworks, removal or abandon and grout fill existing yard piping; painting of Headworks interior and exterior concrete surfaces, piping and equipment; and painting of Splitter Box #1 exterior concrete surfaces. The Recharge Well Pump Station and Chlorine Contact Chamber (CCC) rehabilitation consists of construction of a new Recharge Well Pump Station on top of the existing CCC structure; Piping and valving needed to isolate lake water return from new Recharge Well Pump Station wet well in addition to piping to connect Recharge Well Pump Station to Recharge Well injection line; improvements at the CCC including new FRP covers, coating system, mixers, misc. handrail, compliance and sampling instrumentation modifications, removal and replacement of slide gates, and provisions for temporary basin dewatering pumping; improvements at the Anoxic Basins, including a channel extension and new coarse screen for the Headworks bypass piping, bypass piping modifications, removal and replacement of slide gates, and aluminum covers over channel and miscellaneous openings; demolition of existing DAF Polymer Building, CCC Blower Building, and primary sludge pumps and piping. vi. Liquid ammonium sulfide metering pump skid, slab on grade, and piping to CCC; new 5kV loop, switchgear modifications and associated demolition; NETA testing of electrical systems including wiring; and painting of pipe and mechanical equipment.

Carlton WTF Rehabilitation Construction Phase 1 | Venice
This $10 million project includes rehabilitation of the electrodialysis removal (EDR) system including installation of five (5) owner-furnished EDR units and chemical systems; demolition, replacement, and modifications of the EDR Process Building, pre and post treatment facilities, and piping; structural improvements, electrical system improvements, instrumentation and control improvements, and rehabilitation of existing bridge cranes in the EDR room.

Howard F. Curren AWTP Screen & Grit Washers Replacement | Tampa
This $4.6 million project includes the removal and replacement of existing grit washers at the Screen and Grit Building No. 1 and Building No. 2, all associated piping and appurtenances including installation of discharge chute and hopper cover, pipe supports, flow meters, all associated electrical conduits, junction boxes, wiring, panels, stations, and MCC modifications.

WWTF Replacement | Bowling Green
This $5.1 million project included major improvements to a 0.320 MGD wastewater treatment facility with secondary treatment, and basic disifinection, including replacement of the existing activated sludge plant with an Oxidation Ditch plant, construction of two new clarifiers, additional chlorine contact basin, new motor control center, and various pumping, piping and electrical modifications for a complete and operable system.

University Pumping Station Automatic Bar Screen | Tampa
This $1.5 million project includes the removal of one (1) manually raked bar screen and replace with one (1) automatic bar screen, washer/compactor, slide date with electric actuator and associated electrical and instrumentation work, miscellaneous concrete and restoration work, removal of existing PVC liner and application of a protective coating, installation of handrails, bypass pumping, pavement restoration and traffic control.

WWTF Improvements Headworks & Oxidation Ditch | Bradenton
This 5.2 million project includes the following improvements: construction of a new bypass channel with a manual bar screen, new or modified staircase and walkway, aluminum slide gate replacement, concrete channel repiar and coating, channel cover replacements for odor control. New oxidation ditch flow-splitter box. New VFDs, invertor-duty motors and aerators with dissolved oxygen control and monitoring system.

WWTP Sludge Storage Improvements | North Port
This $1.2 million project includes the following improvements: converting an old plant tank to sludge storage; modifying existing sludge storage tanks; installing new fine bubble aeration systems in all existing and new sludge storage tanks; replacing three existing blowers with new including piping and fittings as required; removing aluminum cover from existing plant tank; installing new walkway bridge within converted sludge storage tank; interior and exterior air, water, and sludge piping work; and, electrical work including replacement of an existing motor control center (MCC).

South County Advanced WWTP Clarifiers 1 and 2 Rehabilitation | Tampa
This $1.3 million project includes the rehabiliation of two 90' clarifiers at an existing advanced wastewater treatment plant. Project improvements include: the disassembly, removal and disposal of all existing clarifier components, center columns, drives, weir plates, scum baffles, scum baffle supports, scum beach plates and supports, walkway bridges and handrails, flush water piping; installation of new clarifier components including center columns, RAS line clarifier conversion adaptor, drives, bridges and walkways, rotating mechanisms, full radius scum troughs with supports, weir plates, scum baffles, flushing water system and walk-on launder covers with dual handrails and access ladders; modification of the drain sump as required to isolate sump from RAS manifold; temporary removal and re-installation of disconnect switches and control panels for the clarifier drives, lighting poles and lightning protection devices; removal and replacement of electrical conduit and wiring; two (2) new sludge blanket monitors complete with control panel, mounting assemblies, appurtenances, conduit and wiring; instrumentation, controls, electrical conduit, wires, modifications to abandoned influent and RAS wells; removal of abandoned conduits, lighting poles, pump controllers, piping and valves; concrete sump, sump pump, piping and all necessary appurtenances for a complete installation; and related.

WWRF Disinfection and Effluent Pumping Improvements | Largo
This $13.6 million project includes modifications and conversion of the existing chlorine gas disinfection system to a combination liquid chlorine and peracetic acid disinfection system; Modifications and upgrades to the effluent pumping system; Construction of new chemical storage/chemical feed facilities; construction of a new electrical building; Installation of a new standby generator; and associated yard piping modifications.

Howard F. Curren AWTP Denitrification Filter Media Replacement, Phase III | Tampa
This $3.3 million project comprised furnishing all labor, materials, and equipment to remove and replace twelve (12) dual cell Denitrification Filter underdrain blocks, filter media and support gravel including the fabrication of two (2) stainless steel stop logs, installation and removal of the stop logs, removal and replacement of twelve (12) 20-inch knife gate valves on the filter effluent pipe, cleaning, removal and proper disposal of debris with all associated work required for a complete project in accordance with the Contract Documents.

Northeast WRF Clarifiers 5-8 Rehabilitation | Clearwater
This $1.6 million project included the rehabilitation of four existing circular clarifiers at the existing Northeast WRF, including miscellaneous improvements to clarifiers 1-4 and to the South and North RAS pump houses.

East Water Reclamation Facility Effluent Filters Rehabiltation | Clearwater
This $1.2 million project consisted of rehabilitating the existing effluent filters and replacement of a portion of the compressed air system and chemical cleaning systems; furnishing and installing a new main filter panel, fiber optic cable and plant SCADA work; and the replacement of the air operated filter valves.

WTP No. 2: Reverse Osmosis Plant Site Expansion | Clearwater
This $20.7 million project included the construction of a 6.25-MGD brackish reverse osmosis water treatment plant expansion including raw water supply and a deep injection well for concentrate disposal at the City's existing Water Treatment Plant No. 2. The project consisted of the following components: civil site improvements, select demolition; new reverse osmosis treatment system; ozone treatment system; iron treatment system; transfer pump system; five chemical feed systems; one new finished water ground storage tank and existing storage tank modifications; one new concentrate ground storage tank; new high service pumps, motors, and VFDs; electrical, plumbing, and HVAC systems; control and alarm system modifications; bulk storage shelter enclosure; and miscellaneous buildings for offices, control room, laboratory, restrooms, meeting areas, and related.

Additional project experience available upon request.

Poole & Kent
Contractors
An EMCOR Company

Dylan Parker
Project Manager



Mr. Parker is a Project Manager with Poole & Kent Company of Florida and has 10 years of construction experience. His main focus has been in the field of water and wastewater treatment plants. His responsibilities include subcontract and purchase order management, project cost accounting management, scheduling, prime contract administration, progress payment and change order management, permitting, Owner and engineer relations, start-up and commissioning, and project closeout.

Position
Project Manager

Joined Firm
2014

Experience
11 Years

Education
University of South Florida- Science of Business Marketing

Relevant Responsibilities
- *Project Phasing*
- *Schedule (Updates and Maintenance)*
- *Start-Up and Commissioning*
- *Material Procurement*
- *Shop Drawings and Submittal Processing*
- *Monthly Pay Requisitions*
- *Cost Control*
- *Value Engineering*
- *Subcontractor Coordination*

Relevant Expertise
- *Water Treatment Plants*
- *Wastewater Treatment & Water Reclamation Facilities*
- *Underground Piping and Tie-ins*
- *Rehabilitation and Replacement Programs*

Town of Lake Placid Wastewater Treatment Facility Improvements | Lake Placid
This 34.2 million project consists of the construction of a new headworks with screening and grit removal, new influent pump station, new carousel-type treatment process, new clarifiers, new filter system, chemical feed systems, sludge processing, chlorine contact basin modifications, digester modifications, electrical and piping modifications, rapid infiltration basin expansion and corresponding instrumentation and controls as required per the Contract Documents.

Solid Waste Industrial Waste Treatment Facility Clarifier System Phase 2 | St. Petersburg
This $8.5 million project consists of excavation of previously-placed preload surcharge soil materials (consisting of compacted 1-foot lifts of structural fill) and transport to the designated stockpile/disposal site located on the Bridgeway Acres Landfill site; installation of a 60-foot diameter wire and strand-wrapped concrete open top tank and associated clarifier equipment, access walkway, and stairway; installation of a 30-foot diameter wire and strand-wrapped concrete open top tank and associated gravity thickener equipment and access walkway; removal of existing yard piping and valves and installation of new yard piping and valves; removal of two (2) existing 12,150-gallon coagulant storage tanks and installation of two (2) new 10,300-gallon coagulant storage tanks; mill and overlay of flexible pavement; installation of geogrid; installation of covered vehicle parking canopy; installation and modification of site drainage and stormwater conveyance structures; transport of stockpiled topsoil from locations on the Bridgeway Acres Landfill and placement and grading of topsoil within all areas shown on the Drawings to be seeded or sodded; seeding and sodding; installation and modification of miscellaneous electric work including power and control conduits and wire; installation of fencing, motorized vehicle gate, video-surveillance camera, security card reader, and automatic vehicle identification; installation of instrumentation and integration of new controls, input and outputs, with existing HMI and controller software; and construction of miscellaneous other improvements as required per the Contract Documents.

Solid Waste Industrial Waste Treatment Facility Intake Pump Station | St. Petersburg
This $3 million project includes the furnishing of all labor, materials, equipment, services and incidentals but is not limited to: civil sitework, including excavation and grading, slope stabilization, access ramp and associated swales, cofferdams, and protective sheeting systems required to perform the work; demolition of existing intake pumps, associated piping, electrical panels and associated components, and flow control devices; one (1) intake screen, including floating intake system, suction pipe, flexible hose, pipe floats, winch cable, winch cable floats, and associated accessories; two (2) new intake pumps; concrete intake pump pad; aluminum platform, handrailing, and associated miscellaneous metals; intake pumps suction and discharge piping, pipe fittings, valves, and pipe supports; three (3) winch and fairlead systems, including mounts and associated miscellaneous metals; three (3) concrete winch pads; and associated electrical and control system improvements.

Seven Springs WWTP Grit Removal System Improvements | New Port Richey
This $2.2 million project includes the replacement and upgrade of the grit removal equipment. The existing grit system at the Seven Springs WWTP was at the end of its useful life and failing. A technical study was completed in 2021 to evaluate various technologies to replace the existing grit removal and handling system. The study determined the most appropriate grit removal technology for the Seven Springs WWTP application is the Smith and Loveless Pista VIO equipment.

Little Road WTP Pumping Station Upgrades | New Port Richey
This $14.5 million project consists of construction of a new 20 MGD pump station located within the existing property of the Little Road WTP. Work includes, but is not limited to construction of a new pump station

facility/structure with (5) five MGD pumps, a new chemical storage and feed facility, new chemical injection points, electrical improvements, instrumentation and controls improvements, yard piping improvements, expansion/modification of existing storm drainage system inclusive of existing pond, civil site work, truck access improvements, and the demolition of several existing and unused facilities.

Southwest WRF New Headworks and Chlorine Contact Chamber Rehabilitation and Recharge Well Pump Station | Bradenton
This $19 million project consists of two sub-projects 1) construction of a new Headworks and 2) rehabilitation of Chlorine Contact Chambers and construction of a new Recharge Well Pump Station. The new Headworks consists of demolition of existing Headwork Facility, asphalt and concrete pavement, and Longboat Key (LBK) metering station and sample station; new elevated headworks structure including new lift station, yard piping, drainage, asphalt parking and other civil improvements; new LBK forcemain metering and sample station and ancillary components; new mechanical screens, grit removal system, booster pump skid, infrastructure for County-procured odor control system and related mechanical, instrumentation and control, and electrical systems including NFPA-802 compliant electrical and ventilation system and remote MCC distribution; demolition of existing headworks, removal or abandon and grout fill existing yard piping; painting of Headworks interior and exterior concrete surfaces, piping and equipment; and painting of Splitter Box #1 exterior concrete surfaces. The Recharge Well Pump Station and Chlorine Contact Chamber (CCC) rehabilitation consists of construction of a new Recharge Well Pump Station on top of the existing CCC structure; Piping and valving needed to isolate lake water return from new Recharge Well Pump Station wet well in addition to piping to connect Recharge Well Pump Station to Recharge Well injection line; improvements at the CCC including new FRP covers, coating system, mixers, misc. handrail, compliance and sampling instrumentation modifications, removal and replacement of slide gates, and provisions for temporary basin dewatering pumping; improvements at the Anoxic Basins, including a channel extension and new coarse screen for the Headworks bypass piping, bypass piping modifications, removal and replacement of slide gates, and aluminum covers over channel and miscellaneous openings; demolition of existing DAF Polymer Building, CCC Blower Building, and primary sludge pumps and piping. vi. Liquid ammonium sulfide metering pump skid, slab on grade, and piping to CCC; new 5kV loop, switchgear modifications and associated demolition; NETA testing of electrical systems including wiring; and painting of pipe and mechanical equipment.

SWWRF & SEWRF Belt Filter Press Rehabilitation | Bradenton
This $4.6 million project includes the demolition of sludge feed pumps, polymer feed pumps, belt filter presses/associated equipment, screw conveyor, demolition and replacement of the HVAC System, doors and windows, installation of new belt filter presses, polymer feed systems and pumps, screw conveyors, sludge feed pumps and modifications to the electrical and control systems.

Howard F. Curren AWTP Screen & Grit Washers Replacement | Tampa
This $4.6 million project includes the removal and replacement of existing grit washers at the Screen and Grit Building No. 1 and Building No. 2, all associated piping and appurtenances including installation of discharge chute and hopper cover, pipe supports, flow meters, all associated electrical conduits, junction boxes, wiring, panels, stations, and MCC modifications.

WWTF Replacement | Bowling Green
This $5.1 million project includes major improvements to a 0.320 MGD wastewater treatment facility with secondary treatment, and basic disifinection, including replacement of the existing activated sludge plant with an Oxidation Ditch plant, construction of two new clarifiers, additional chlorine contact basin, new motor control center, and various pumping, piping and electrical modifications for a complete and operable system.

WWTF Improvements Headworks & Oxidation Ditch | Bradenton
This $5.2 million project includes the following improvements: construction of a new bypass channel with a manual bar screen, new or modified staircase and walkway, aluminum slide gate replacement, concrete channel repiar and coating, channel cover replacements for odor control. New oxidation ditch flow-splitter box. New VFDs, invertor-duty motors and aerators with dissolved oxygen control and monitoring system.

WWTP Sludge Storage Improvements | North Port
This $1.2 million project includes the following improvements: converting an old plant tank to sludge storage; modifying existing sludge storage tanks; installing new fine bubble aeration systems in all existing and new sludge storage tanks; replacing three existing blowers with new including piping and fittings as required; removing aluminum cover from existing plant tank; installing new walkway bridge within converted sludge storage tank; interior and exterior air, water, and sludge piping work; and, electrical work including replacement of an existing motor control center (MCC).

South County Advanced WWTP Clarifiers 1 and 2 Rehabilitation | Tampa
This $1.3 million project includes the rehabiliation of two 90' clarifiers at an existing advanced wastewater treatment plant. Project improvements include: the disassembly, removal and disposal of all existing clarifier components, center columns, drives, weir plates, scum baffles, scum baffle supports, scum beach plates and supports, walkway bridges and handrails, flush water piping; installation of new clarifier components including center columns, RAS line clarifier conversion adaptor, drives, bridges and walkways, rotating mechanisms, full radius scum troughs with supports, weir plates, scum baffles, flushing water system and walk-on launder covers with dual handrails and access ladders; modification of the drain sump as required to isolate sump from RAS manifold; temporary removal and re-installation of disconnect switches and control panels for the clarifier drives, lighting poles and lightning protection devices; removal and replacement of electrical conduit and wiring; two (2) new sludge blanket monitors complete with control panel, mounting assemblies, appurtenances, conduit and wiring; instrumentation, controls, electrical conduit, wires, modifications to abandoned influent and RAS wells; removal of abandoned conduits, lighting poles, pump controllers, piping and valves; concrete sump, sump pump, piping and all necessary appurtenances for a complete installation; and related.

Howard F. Curren AWTP HPO Gearbox/Mixer Upgrades and Piping Replacements | Tampa
This $1.4 million project required the removal and replacement of (3) mixer motors, (3) gearboxes, 42" diameter return sludge pipe, (2) 30" knife gate valves, (1) 24" knife gate valve, (3) 30" butterfly valves, (3) 24" flow meters and (1) actuator, reconnect existing (2) actuators to new butterfly valves, remove, store, and reinstall existing mixer (UR-MA-15) to facilitate construction.

East Water Reclamation Facility Effluent Filters Rehabilitation | Clearwater

This $1.5 million project included rehabilitating the existing effluent filters; including replacement of all valves associated with filter system, a portion of the compressed air system and chemical cleaning systems. Furnish and installed a new main filter control panel, fiber optic cable and plant SCADA work.

Northeast Water Reclamation Facility Clarifiers 5-8 Rehabilitation | Clearwater

This $1.7 million project included rehabilitating four existing circular clarifiers (Numbers 5-8) and associated equipment; equipment in the South RAS Pump House, the sludge blanket level detector instrumentation, and equipment in the North RAS Pump House. Replace all components associated with the clarifiers; replace four new sludge blanket level detector systems; remove the existing and furnish and install new RAS pumps, motors, pump bases and VFDs; integration into the existing plant SCADA system; replace clarifier stairs and handrails/guards, repair wall leak in North Sludge Pump House; replace damaged and delaminated areas of floors; all painting in the North and South RAS Pump Houses.

D.L. Tippin Water Treatment Facility – Chlorine Piping & Chemical Building Improvements | Tampa

This $670,000 project included replacing four liquid chlorine evaporators, carbon steel gas and liquid chlorine piping, valves, and appurtenances; removing and replacing one roll-up door, in kind; removing and replacing one roll-up door with a new masonry wall and foundation; pressure washing and painting the interior of the Rail Car Room; replacing lighting fixtures in the Rail Car Room and Chlorine Room and all associated work.

Poole & Kent
Contractors
An EMCOR Company

David Springhetti
Superintendent

Mr. Springhetti has been supervising construction projects since 1978, bringing decades of hands-on experience and a deep understanding of the construction process, particularly in treatment facilities throughout Florida. Since joining our firm in 2006, he has played a key role in several of our largest and most complex projects. His expertise spans a wide range of construction disciplines, including new builds, additions, renovations, finish work, concrete construction, demolition, rebar and miscellaneous metals, and civil work. He is highly skilled in reviewing plans and shop drawings/submittals, ensuring alignment with project specifications. Mr. Springhetti is known for his exceptional coordination abilities, working seamlessly with multiple subcontractor trades to maintain project efficiency and quality. He is deeply committed to jobsite safety and is both certified and well-versed in OSHA regulations and company safety protocols.

Position
Superintendent

Experience
47 Years

Joined Firm
2006

Training
- *OSHA 30-Hour Construction Safety and Health*
- *CSE-C Confined Spaces in Construction*
- *Bloodborne Pathogens Training Certification*
- *First Aid / CPR / AED*

Relevant Responsibilities
- *Subcontractor Coordination*
- *Project Scheduling / Phasing*
- *Field / Labor Management*
- *Quality Control*
- *Jobsite Safety*
- *OSHA Safety Policies*
- *Shop Drawing/Submittal Review*

Relevant Expertise
- *Water/Wastewater Treatment*
- *Pump Stations*
- *Design-Build Projects*
- *Fast-Track*
- *Chemical Systems*
- *Reverse Osmosis*
- *Dewatering*
- *Filter Systems*
- *Clarifiers*
- *Odor Control*
- *Concrete Structures*
- *Wet Tap Installations*
- *Mechanical Installations*
- *Headworks*
- *Clarifiers*

East Port Water Reclamation Facility Expansion | Port Charlotte
This $106.2 million project upgrades the existing water reclamation facility from a capacity of 6.0 million gallons per day (MGD) to 9.0 MGD. The scope includes constructing a headworks flow splitter box and converting the decommissioned package plant into a 1.4 MG equalization basin. Key improvements involve replacing the septage receiving station, enhancing two oxidation ditches, and constructing a new oxidation ditch. The project also includes building an advanced water treatment diversion box and facility, modifying the clarifier splitter box, replacing the scum pump station for two clarifiers, and constructing new scum pump stations for two additional clarifiers. Two new clarifiers are being constructed along with new RAS and WAS pump stations, upgrades to two existing filters, and construction of two new filters. Chlorine contact chambers 1 and 2 are being upgraded, while two new chlorine contact chambers are being built. Additional facilities include a new chemical feed building, pond transfer pump station, aerobic digester, and dewatering facility. Electrical enhancements consist of installing new MCCs, switchgear, duct banks, wiring, and instrumentation, along with upgrades to the existing SCADA systems. The project also encompasses all required site surveys, investigations, geotechnical work, civil and site improvements, equipment and piping installations, bypasses and diversions, and related appurtenances.

Little Road WTP Pumping Station Upgrades | New Port Richey
This $14.5 million project consisted of constructing a new 20 MGD pump station located at an existing water treatment plant. The project required construction of a a new pump station facility/structure; installation of five (5) 5 MGD pumps, installation of new chemical storage and feed facility, new chemical injection points, electrical improvements, instrumentation and controls improvements, yard piping improvements, expansion/modification of existing storm drainage system inclusive of existing pond, civil site work, truck access improvements, and the demolition of several existing and unused facilities.

Southwest WRF New Headworks, Chlorine Contact Chamber Rehabilitation, and Recharge Well Pump Station | Bradenton
This $19.9 million project encompassed the construction of a new headworks facility and the rehabilitation of the chlorine contact chambers (CCC), along with the development of a new recharge well pump station. The headworks scope included the demolition of the existing headworks facility, associated asphalt and concrete pavement, and the Longboat Key (LBK) metering and sample stations. A new elevated headworks structure was constructed, featuring a lift station, yard piping, drainage systems, asphalt parking, and other civil improvements. The project also included installation of a new LBK forcemain metering and sample station, mechanical screens, a grit removal system, a booster pump skid, and infrastructure to support a County-procured odor control system. Mechanical, instrumentation and control, and electrical systems were upgraded, including a NFPA-802 compliant electrical and ventilation system and remote MCC distribution. Additional work involved the removal or abandonment and grout-filling of existing yard piping, painting of the headworks interior and exterior concrete surfaces, piping and equipment, and painting of Splitter Box #1 exterior surfaces. The recharge well pump station and CCC rehabilitation involved constructing a new pump station atop the existing CCC structure. This

included installation of piping and valving to isolate lake water return from the new wet well, and connections to the recharge well injection line. CCC improvements featured new FRP covers, a coating system, mixers, miscellaneous handrails, compliance and sampling instrumentation modifications, and the removal and replacement of slide gates. Temporary basin dewatering pumping provisions were also implemented. At the anoxic basins, enhancements included a channel extension, a new coarse screen for the headworks bypass piping, bypass piping modifications, slide gate replacements, and aluminum covers over channels and miscellaneous openings. The project also entailed demolition of the existing DAF Polymer Building, CCC Blower Building, and primary sludge pumps and piping. Additional installations included a liquid ammonium sulfide metering pump skid with slab on grade and piping to the CCC, a new 5kV loop, switchgear modifications, associated demolition, NETA testing of electrical systems including wiring, and painting of pipe and mechanical equipment.

SEWRF RAS/WAS Upgrade and Plant Drain Pump Station | Bradenton

This $5 million project was comprised of two key sub-projects: improvements to the Return Activated Sludge/Waste Activated Sludge (RAS/WAS) Pump Station and upgrades to the Plant Drain Pump Station (PDPS). The RAS/WAS Pump Station Improvements involved the demolition of three existing RAS pumps, four WAS pumps, four pneumatic scum ejectors, and all associated above-grade piping, valves, and appurtenances. The project also included removal of the existing compressor and above-grade air piping that serviced the scum ejectors. New equipment installations included three RAS pumps, four WAS pumps, four scum pumps, and all related piping, valves, and appurtenances. Additionally, five manual gate actuators at the secondary clarifier sludge splitter box were replaced with new electric actuators, each equipped with a local control station. Electrical systems, instrumentation, and controls were upgraded to replace the existing infrastructure and support the new equipment. The Plant Drain Pump Station scope included the demolition of the existing South PDPS pumps and associated piping, valves, and appurtenances. New South PDPS pumps, piping, and valves were installed, along with a triplex pump system for the West PDPS and a packaged duplex pump system for the East PDPS. Yard piping and tie-ins were completed to integrate the new systems. Modifications were made to the existing North PDPS control panel, and new electrical, instrumentation, and control systems were installed to power and operate the upgraded equipment. The project also included the installation of new LED lighting at both the North and South PDPS locations to enhance visibility and operational safety.

SWWRF & SEWRF Belt Filter Press Rehabilitation | Bradenton

This $4.6 million project included the demolition of sludge feed pumps, polymer feed pumps, belt filter presses/associated equipment, screw conveyor, demolition and replacement of the HVAC system, doors and windows, installation of new belt filter presses, polymer feed systems and pumps, screw conveyors, sludge feed pumps and modifications to the electrical and control systems.

WWTF Replacement | Bowling Green

This $5.1 million project included major improvements to a 0.320 MGD wastewater treatment facility with secondary treatment, and basic disifinection, including replacement of the existing activated sludge plant with an oxidation ditch plant, construction of two new clarifiers, additional chlorine contact basin, new motor control center, and various pumping, piping and electrical modifications for a complete and operable system.

Southwest WRF Capacity Upgrades | St. Petersburg

This project increased treatment capacity for peak flows associated with the wet weather events in which Poole & Kent was awarded five (5) subcontracts under fast track delivery. 1) Disk Filters: Installation of new filters. 2) Clarifier Upgrades: Modifications to the three existing secondary clarifiers and additional piping. 3) CCC Influent Modifications: Influent modifications, including temporary relocation of existing equipment, temporary dewatering, place concrete wall, slab and stair landing for the structure, install miscellaneous metals, coatings, installation of two slide gates, remove and replace 16" ductile iron pipe, and related. 4) CCT & Chemical Feed: Installation of slide gates, pumps, and chemical induction mixer system at the existing facility. 5) Effluent Feed Pipe IW-1 to IW-5: Installation of pipe from Injection Well No. 1 to Injection Well No. 5. Poole & Kent completed our scope safely, on schedule, and within budget.

WWRF Disinfection and Effluent Pumping Improvements | Largo

This $14.5 million project included modifications and conversion of the existing chlorine gas disinfection system to a combination liquid chlorine and peracetic acid disinfection system; modifications and upgrades to the effluent pumping system; construction of new chemical storage/chemical feed facilities; construction of a new electrical building; installation of a new standby generator; and associated yard piping modifications.

Howard F. Curren AWTP Denitrification Filter Media Replacement, Phase III | Tampa

This $3.3 million project comprised of furnishing all labor, materials, and equipment to remove and replace twelve (12) dual cell Denitrification Filter underdrain blocks, filter media and support gravel, including the fabrication of two (2) stainless steel stop logs, installation and removal of the stop logs, removal and replacement of twelve (12) 20-inch knife gate valves on the filter effluent pipe,

cleaning, and removal and proper disposal of debris with all associated work required for a complete project in accordance with the Contract Documents.

East Water Reclamation Facility Effluent Filters Rehabiltation | Clearwater
This $1.2 million project consisted of rehabilitating the existing effluent filters and replacement of a portion of the compressed air system and chemical cleaning systems; furnishing and installing a new main filter panel, fiber optic cable and plant SCADA work; and included the replacement of the air operated filter valves.

WTP No. 2: Reverse Osmosis Plant Site Expansion | Clearwater
This $20.7 million project included the construction of a 6.25-MGD brackish reverse osmosis water treatment plant expansion including raw water supply and a deep injection well for concentrate disposal at the City's existing Water Treatment Plant No. 2. The project consisted of the following components: civil site improvements; select demolition; new reverse osmosis treatment system; ozone treatment system; iron treatment system; transfer pump system; five (5) chemical feed systems; one (1) new finished water ground storage tank and existing storage tank modifications; one (1) new concentrate ground storage tank; new high service pumps, motors, and VFDs; electrical, plumbing, and HVAC systems; control and alarm system modifications; bulk storage shelter enclosure; and miscellaneous buildings for offices, control room, laboratory, restrooms, meeting areas, and related.

Design-Build Services for Improvements to the Existing Cogeneration Facility at the SDWWTP, Contract S-854 | Miami
Poole & Kent was awarded this highly complex design-build project in October 2011 with a Contract value of $20 million. The project included the upgrade to the existing Cogeneration System at the South District WWTP including design, permitting, supply, fabrication/installation of four (4) new 2,000 kW cogeneration units, programming of the equipment controls, system check out, start-up, reliability demonstration, performance testing, and warranty of all new cogeneration units and ancillary systems. The project was completed on schedule and under budget.

South Miami Heights WTP Reservoir & High Service Pump Station, Contract W-857 | Miami
This $16.2 million project consisted of the construction of one (1) five million gallon reinforced concrete reservoir tank with influent and effluent flumes and a high service pump building with four (4) variable speed 500 HP distribution pumps. Other elements included mass excavation through rock, eight hundred fifty-five (855) auger cast foundation piles, extensive large diameter process yard piping and ancillary compressed air, vacuum priming, and pressure sustaining systems.

SDWWTP HLD Upgrade to 285-MGD Filter System, Contract S-805 | Miami
This $135 million project, part of the $628 million high-level disinfection project completed at South District WWTP, entailed the construction of one of the largest deep bed sand filter systems in the United States. The filter system consisted of thirty (30) cells measuring 15.25 feet by 88 feet with 6 feet of sand filter media and with space for future expansion up to forty-eight (48) cells. Major structures constructed under this project included two (2) Filter System Buildings, Flocculation Tanks, Backwash Tanks, and a Polymer Building. Major equipment installed under this Contract included are the following: sixteen (16) 200-HP Backwash Pumps, seven (7) 500-HP Blowers, twelve (12) Mixers, Switchgear, Transformers, MCCs, one hundred sixty-one (161) 24" Motor Operated Control Valves, thirty-five (35) Flow Meters, forty-three (43) Level Transmitters, and multiple local control panels.

Wastewater Repump Stations A, B, and E Rehabilitation | Fort Lauderdale
This $11.7 million project entailed the rehabilitation of three (3) repump stations for the City of Fort Lauderdale. All electrical and mechanical equipment were replaced and upgraded including generators. All wastewater ductile iron lines associated with each respective pump station were replaced. A bypass system was installed to help manage the system's flow. Each station required a system shutdown where Poole & Kent worked diligently to install the ductile iron pipe required during the allotted time frame. Major equipment for this project included: (4) 450 HP horizontal non-clog pumps, (1) 2000 kw diesel-electric generator, (1) 900 kw diesel-electric generator, (1) 8,000 gallon above-ground fuel storage tank, (4) 250 horizontal non-clog pumps, (3) 60 HP horizontal non-clog pumps, (4) 4160 V VFDs, and (7) 480 V VFDs.

G.T. Lohmeyer WWTP Pumping System Improvements | Fort Lauderdale
This $12.5 million project entailed the following: replacement and upgrade to all field instrumentation, the replacement of the 75 kva generator with a new 1000 kva generator and motor control center, and upgrading the fuel storage tank to current Building Code standards. At Pump Station No. 1, P&K replaced (3) 10" sewage pumps with (3) 10" horizontal sewage pumps. At Pump Station No. 2, P&K replaced (3) sewage pumps with (3) 8" vertical pumps. At Pump Station No. 3, P&K replaced all (3) 6" sewage pumps with (3) 6" vertical pumps. At the Dewatering Building, P&K replaced all (8) sludge pumps with new 6" sludge pumps. At the Effluent Pump Station, P&K replaced all (3) non-potable water pumps.

Norwood-Oeffler Water Treatment Plant Expansion | North Miami Beach
This $38.3 million project consisted of constructing a new 15-mgd combined nanofiltration and reverse osmosis water treatment plant at an existing lime softening plant. The contract also included the complete upgrade and integration of the existing lime softening plant control system into the new nanofiltration and reverse osmosis water treatment plant to produce blended finish water for distribution.

Fiveash Water Treatment Plant Upgrades – Phase 1 | Fort Lauderdale
This $12.5 million project upgraded the entire water treatment plant's instrumentation and control system from the existing pneumatic control system to the state-of-the-art PLC and fiber optic control system. Poole & Kent also replaced the main plant's core control system, installed four (4) new lime slakers with new controls and instrumentation, two (2) 200 HP high service pumps, new polymer distribution system with four (4) new polymer feed pumps, a new lime sludge thickening tank with three (3) submersible pumps, a new aqueous ammonia storage tank and pump building with two (2) 10,000-gallon steel storage tanks and four (4) metering pumps, and miscellaneous valves and control upgrades throughout the plant.

Palm Beach County WTP No. 9 | Boca Raton
This $29.7 million project consisted of the replacement of the County's existing lime softening treatment plant with a new 25 million gallon per day (mgd) capacity NF process. The project also included demolition of the existing gas chlorine storage and feed system and installation of a new chlorine generation and feed system, to reduce the risk to the water treatment plant operators and surrounding community posed by the storage and handling of large quantities of chlorine gas. Poole & Kent received the Director's Award from Palm Beach County for this project.

EXHIBIT D
PERFORMANCE BOND

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT E
PUBLIC PAYMENT BOND

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

(A) The name and type of policy and coverages provided;
(B) The amount or limit applicable to each coverage provided;
(C) The date of expiration of coverage;
(D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
(E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory
Employer's Liability: $1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: $1,000,000.00 Each Occurrence
Property Damage: $1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: $1,000,000.00 Each Occurrence
Property Damage: $1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF_____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after

being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against DeSoto County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, ____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No._____.

CONTRACTOR:

_____

By: _____ (signature of the executive officer)

Its:_____ (title of the executive officer)

Date:_____

Witnesses

_____ _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

_____, by _____, as _____ of

_____, a _____ corporation, on behalf of the

corporation. He/she is personally known to me or has produced _____

_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of_____

Commission No.:_____

EXHIBIT H
CHANGE ORDER FORM

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

Exhibit I
ANTI-HUMAN TRAFFICKING AFFIDAVIT

HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06, FLORIDA STATUTES

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Okaloosa County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Patrick H. Carr (insert name) as President & CEO (insert title) on behalf of Poole & Kent Company of Florida (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Poole & Kent Company of Florida (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Poole & Kent Company of Florida (insert entity name) does not participate in any of the following actions:
   a. Using or threatening to use physical force against any person;
   b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
   c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
   d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
   e. Causing or threatening to cause financial harm to any person;
   f. Enticing or luring any person by fraud or deceit; or
   g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

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FURTHER AFFIANT SAYETH NOT.

December 22, 20 25

(Affiant) Patrick H. Carr, President & CEO

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this Decmeber 22, 2025 by Patrick H. Carr, President & CEO on behalf of Poole & Kent Company of Florida, who is personally known to me or has produced N/A as identification.

WENDY CAMPBELL
MY COMMISSION # HH 629932
EXPIRES: February 1, 2029

Notary Public

Name (Printed) Wendy Campbell

My commission expires February 1, 2029.

(Printed typed or stamped Commissioned name of Notary Public)

Exhibit J
FOREIGN COUNTRY OF CONCERN AFFIDAVIT

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I Patrick H. Carr (insert name) as President & CEO (insert title) on behalf of Poole & Kent Company of Florida (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

2. I certify that Poole & Kent Company of Florida (insert entity name) ("Vendor"):

   a. Is not owned by the government of a foreign country of concern;

   b. A government of a foreign country of concern does not have a controlling interest in Vendor; and

   c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Patrick H. Carr
Title: President & CEO
Nongovernmental entity: Poole & Kent Company of Florida
Date: December 22, 2025

STATE OF Florida
COUNTY OF Miami-Dade

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by Patrick H. Carr as President & CEO on behalf of Poole & Kent Company of Florida, who is personally known to me or who produced N/A as identification this 22nd day of December, 2025.

Notary Public Wendy Campbell

(Notary Seal)

WENDY CAMPBELL
MY COMMISSION # HH 629932
EXPIRES: February 1, 2029

DESOTO COUNTY BID TABULATION
DCR WWTP EXPANSION PHASE 1
25-24-01ITB

BASE BID				Poole & Kent Company of Florida		Razorback, LLC		U.S. Water Services Corporation	
Item	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A	**General Conditions**								
1	**Mobilization/Demobilization**	LS	1	$ 1,000,000.00	$ 1,000,000.00	$ 1,200,251.00	$ 1,200,251.00	$ 593,762.98	$ 593,762.98
2	**Bonds & Insurances**	LS	1	$ 50,000.00	$ 50,000.00	$ 626,650.00	$ 626,650.00	$ 206,000.00	$ 206,000.00
3	**Survey & Record Drawings**	LS	1	$ 5,000.00	$ 5,000.00	$ 74,153.00	$ 74,153.00	$ 107,779.00	$ 107,779.10
4	**Sediment and Erosion Control**	LS	1	$ 100,000.00	$ 100,000.00	$ 30,289.00	$ 30,289.00	$ 26,626.00	$ 26,626.00
	Sub Total			-	**$ 1,155,000.00**	-	**$ 1,931,343.00**	-	**$ 934,168.08**
B	**DCR WWTP Expansion**								
5	**Demolition** *(Remove Existing Discharge Piping to Pond, Remove Existing CCT & Above Ground Piping under Headworks, Salvage Existing Static Screens, Remove Existing Effluent Pump Station Equipment, Remove Existing Sprayfield Equipment, Electrical Demolition Tasks, etc.)*	LS	1	$ 500,000.00	$ 500,000.00	$ 242,262.00	$ 242,262.00	$ 189,960.00	$ 189,960.00
6	**Site Work** *(Clearing and Grubbing, Excavation, Grading and Dewatering, Stormwater and Drainage Improvements, Roadway and Pavement, Structural Earth Improvements, Site Restoration, etc.)*	LS	1	$ 2,800,000.00	$ 2,800,000.00	$ 1,695,200.00	$ 1,695,200.00	$ 961,495.18	$ 961,495.18
7	**Yard Piping** *(Yard Piping, Existing Lift Station Wet Well Work, Influent Force Main Hot Tap, Pipe Supports, etc.)*	LS	1	$ 2,223,204.00	$ 2,223,204.00	$ 1,377,871.00	$ 1,377,871.00	$ 1,296,455.28	$ 1,296,455.28
8	**Headworks Modifications** *(Rotary Drum Screen w/ Washer-Compacter & Booster Pump, Fabricated Stainless Steel Chutes, Aluminum Access Platform, Frame and Walkway Structures, Relocate Influent Composite Sampler, etc.)*	LS	1	$ 400,000.00	$ 400,000.00	$ 2,743,452.00	$ 2,743,452.00	$ 3,582,028.43	$ 3,582,028.43
9	**Flow Splitter Box** *(Concrete Structure (Formed), Concrete Slab Penetrations, Weir Gates, Aluminum Access Walkway, Railing and Grating Structures, etc.)*	LS	1	$ 500,000.00	$ 500,000.00	$ 859,491.00	$ 859,491.00	$ 744,370.36	$ 744,370.36
10	**Package Plant** *(DAVCO Package Plant, Concrete Foundation (Formed), Biosolids Unloading Station, etc.)*	LS	1	$ 4,300,000.00	$ 4,300,000.00	$ 4,910,967.00	$ 4,910,967.00	$ 4,304,258.20	$ 4,304,258.20
11	**Existing Package Plants Modifications** *(Influent Piping Connections, Removal of Internal Chlorine Contact Walls, Effluent Piping Connection (Hot Tap), etc.)*	LS	1	$ 300,000.00	$ 300,000.00	$ 425,809.00	$ 425,809.00	$ 124,200.00	$ 124,200.00
12	**Aeration Blowers** *(Rotary Screw Blower, Concrete Housekeeping & Equipment Pads (Formed), Stainless Steel Air Piping, Valves & Expansion Joints, etc.)*	LS	1	$ 800,000.00	$ 800,000.00	$ 1,887,745.00	$ 1,887,745.00	$ 1,409,769.43	$ 1,409,769.43
13	**Chlorine Contact Tank** *(Concrete Structure (Formed), Slide Gates, V-Notch Weir Plate, Radar Level Sensor and Transmitter, Aluminum Access Stair, Walkway, Railing and Grating Structures, Effluent Composite Sampler, etc.)*	LS	1	$ 1,000,000.00	$ 1,000,000.00	$ 1,161,340.00	$ 1,161,340.00	$ 1,549,887.51	$ 1,549,887.51
14	**Chlorine Storage and Feed System** *(Concrete Foundation (Formed), Aluminum Canopy Structure, Chemical Feed Skid, Chemical Storage System, Eyewash Station, Radar Level Sensor and Transmitter, Chemical Sampling and Controls, etc.)*	LS	1	$ 300,464.00	$ 300,464.00	$ 311,851.00	$ 311,851.00	$ 789,881.55	$ 789,881.55
15	**Effluent Pump Station Modifications** *(Vertical Turbine Pumps, Pump Intake Can, Concrete Slab & Housekeeping Pads (Formed), Radar Level Sensor and Transmitter, Pressure Sensor and Transmitter, Flexible Expansion Joint, etc.)*	LS	1	$ 300,000.00	$ 300,000.00	$ 580,579.00	$ 580,579.00	$ 812,281.30	$ 812,281.30
16	**Sprayfield Modifications** *(Isolation Valves, Radio Communication System, Solar Power Facilities, Site Work (Gravel, Fence, and Gate), etc.)*	LS	1	$ 1,000,000.00	$ 1,000,000.00	$ 823,964.00	$ 823,964.00	$ 692,063.20	$ 692,063.20
17	**Electrical Systems** *(Backup Generator & Concrete Foundation (Formed), Site Lighting, General Electrical Work, etc.)*	LS	1	$ 4,000,000.00	$ 4,000,000.00	$ 4,917,586.00	$ 4,917,586.00	$ 2,298,023.19	$ 2,298,023.19
18	**Instrumentation & Controls** *(Miscellaneous Instruments, Remove and Replace Existing Control System, Communication Cables and Hardware, Instrument Conduit and Wiring, etc.)*	LS	1	$ 800,000.00	$ 800,000.00	$ 680,540.00	$ 680,540.00	$ 728,330.20	$ 728,330.20
	Sub Total			-	**$ 19,223,668.00**	-	**$ 22,618,657.00**	-	**$ 19,483,003.83**
	Summary								
	A - General Conditions				**$ 1,155,000.00**		**$ 1,931,343.00**		**$ 934,168.08**
	B - DCR WWTP Expansion				**$ 19,223,668.00**		**$ 22,618,657.00**		**$ 19,483,003.83**
	Owner's Allowance				**$ 1,000,000.00**		**$ 1,000,000.00**		**$ 1,000,000.00**
	GRAND TOTAL				**$ 21,378,668.00**		**$ 25,550,000.00**		**$ 21,417,171.91**

DeSoto County

3/24/2026

Item #: 12.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Agreement

DEPARTMENT: Landfill
SUBMITTED BY: **Cindy Talamantez**
PRESENTED BY: **Jeff Phipps**

TITLE & DESCRIPTION:
Professional Services- Landfill Expansion Zones 6 and 7

REQUESTED MOTION:
Approve the Agreement for the Phase 1 Professional Services for the Landfill Expansion of Zones 6 and 7.

SUMMARY:
Professional Services- Landfill Expansion Zones 6 and 7

BACKGROUND:
Through annual reporting provided by Weiler Engineering regarding the remaining service life of the landfill, along with a recently completed landfill master plan prepared by Jones Edmunds, the County has determined that the design and permitting of the next sequenced landfill cells-Zones 6 and 7-must begin immediately to ensure continuity of operations and maintain adequate disposal capacity.
In response, the County issued a Request for Qualifications (RFQ) for professional engineering services related to the design of these future landfill zones. Two firms submitted statements of qualifications. Following evaluation and interviews conducted by the selection committee, SCS Engineers was ranked as the top firm and recommended as the design engineer for the project.
SCS Engineers has previously performed similar work for the County at the DeSoto County Landfill, including the design of Zones 4 and 5, as well as other related projects. Based on this experience and familiarity with the facility, the firm is well qualified to undertake the design and permitting of Zones 6 and 7.
Due to several unknown variables at this early stage of the project, the County has elected to proceed using a phased approach.
Phase One will consist of the preparation of a Basis of Design Report and the initiation of preliminary permitting activities. The Basis of Design Report will evaluate multiple

development scenarios for Zones 6 and 7 and will include analysis of operational considerations and associated potential cost impacts for each option.
Phase Two will be brought to the Board as a contract amendment once the preferred development scenario is selected by staff based on the findings of the Basis of Design Report. This phase will include the detailed engineering design and completion of all required permitting for the selected alternative.
Phase Three will Also be brought back as a future amendment which occur once the project is fully designed and permitted and construction has commenced. During this phase, the engineer will provide construction administration services, including inspections, documentation, and certification of project completion.
This phased approach allows the County to make informed decisions as additional information becomes available while maintaining the necessary timeline to ensure future landfill capacity.

FUNDS:
Budget Amount: **$849,958.00**
Actual Agenda Item Cost: **$312,220.65**
Account Number: **402-04005343102000**
Explanation: **Phase 1 of 3 pre-design and permitting**

DESOTO COUNTY
PROFESSIONAL SERVICES AGREEMENT FOR
DESIGN & PERMITTING SERVICES

This Contract is made and entered into as of the date signed by the last party below (the "Effective Date"), by and between DeSoto County, Florida (the "County"), a political subdivision of the State of Florida, located at 201 E. Oak Street, Second Floor, Arcadia, Florida 34266, and SCS Engineers, Incorporated, whose principal place of business is 10150 Highland Manor Dr. Suite 320,Tampa, FL, 33610 and whose Federal I.D. number is [54-0913440] (the "SCS Engineers").

W I T N E S S E T H

WHEREAS, the County, through Request for Qualifications # 26-08-00 (the "RFQ"), pursued the competitive process contemplated under the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, to seek interested firms for the provision of Design and Permitting Services for the DeSoto County Landfill Expansion of Zones 6 and 7 (the "Services"); and

WHEREAS, Consultant submitted a Response to the RFQ, which is incorporated herein by this reference, was selected pursuant to the RFQ, and represents that Consultant is capable and prepared to provide such Services; and

WHEREAS, Consultant and County negotiated the terms of this Agreement pursuant to the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for the provision of the Services.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

ARTICLE ONE
TERM

1.1. This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners.

1.2. The term of this Agreement shall commence on the Effective Date and is anticipated to continue for three (3) years or until the Construction has been deemed certified and complete and final invoice is paid unless earlier terminated as provided herein.

ARTICLE TWO
CONSULTANT'S RESPONSIBILITY

2.1. Scope of Services. Consultant shall provide to County Design and Permitting Services for the DeSoto County Landfill Expansion of Zones 6 and 7, which Services

include, but are not limited to, the Scope of Services set forth in the RFQ.

2.2. The Services required under this Agreement to be performed by Consultant shall be those set forth in Section 2.1, Scope of Services, and as issued periodically as Scopes of Work within a Supplemental Agreement (SA). The first SA is attached as Exhibit "A" hereto. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five, Section 5.1 Basis of Compensation, and will be attached to each SA. The County's Representative will make requests for services to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

2.2.1. Consultant shall perform services as may be specifically designated and authorized by the County, in writing. Such services will be outlined in the Scope of Work of a SA, and the provisions of this Agreement will apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Work, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon execution after approval by the Board.

2.2.2. The Consultant is not authorized to provide services or materials to the County or undertake any project or work provided for in any SA prior to the County having first issued a Notice to Proceed for that particular SA. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.2.3. When the Consultant and the County enter into a SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the Consultant and the County agree that the terms of this Agreement and any amendments, exhibits, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

2.3. The Consultant agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement.

2.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

2.5. Consultant agrees that the Project Manager for the term of this Agreement shall be:

Jeff Phipps
3268 SE Dishong Avenue
Arcadia, FL 34266
Phone: 863-993-4826
Fax: 863-993-4829
Email: j.phipps@desotobocc.com

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

2.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Agreement, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

2.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Agreement shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

2.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this article.

2.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost, and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar

with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

2.10 Consultant acknowledges that the County, during any fiscal year, 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. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

ARTICLE THREE
COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret, and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

3.1.1. The Scope of Services to be provided and performed by the Consultant hereunder;

3.1.2. The time the Consultant is obligated to commence and complete all such services; or

3.1.3. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

3.2.1. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Agreement;

3.2.2. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

3.2.3. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;

3.2.4. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Agreement; and

3.2.5. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Agreement, the County's Representative shall be:

	With Copy To:
County Administrator or Designee	DeSoto County Attorney
DeSoto County	Nabors, Giblin & Nickerson, P.A.
201 E. Oak Street, Second Floor	8201 Peters Road, Suite 1000
Arcadia, Florida 34266	Plantation, Florida 33324
Phone:	Phone: (954) 315-0268
Fax:	Fax: N/A
Email:	Email: vvicente@ngnlaw.com

ARTICLE FOUR
TIME

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any SA issued pursuant to this Agreement, after receiving written Notice to Proceed from County for all or any designated portion of the SA and shall be performed and completed in accordance with the Project Schedule attached to the SA for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its

services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This article shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the SA, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform, or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

ARTICLE FIVE
COMPENSATION

5.1. Basis of Compensation. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in this "Basis of Compensation," which is attached hereto and made a part hereof.

5.1.1. As consideration for providing Services set forth herein Article Two of the Agreement for Professional Consulting Services, the County agrees to pay the Consultant in accordance with fees set forth in each SA. Consultant agrees to accept, fees as indicated below:

5.1.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:

a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.

b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.

c. Expenses for renderings, models and mock-ups requested by County.

5.1.3. Unless approved by the County in advance, reimbursable costs shall not include the following:

a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.

b. Consultant overhead including field office facilities.

c. Overtime not authorized by County.

d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.

5.1.4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the SA pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

5.2. The total amount to be paid by the County under this Agreement for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved SA without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Agreement will be reviewed and approved in writing by the County's Representative, who shall confirm whether services have been rendered in conformity with the Agreement, and then send for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. “Out-of-pocket” expenses shall be reimbursed in accordance with Florida law and the applicable SA. All requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County’s Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state “final invoice” on the Consultant’s final/last billing to the County for each SA. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable SA and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

ARTICLE SIX
WAIVER OF CLAIMS

6.1. Consultant’s acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant’s services nor payment by County shall be deemed to be a waiver of any of County’s rights against Consultant.

ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Agreement by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged the Consultant’s most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent, or inaccurate representation, then said rates and compensation provided for in this Agreement shall be adjusted accordingly.

ARTICLE EIGHT
TERMINATION OR SUSPENSION

8.1. Consultant shall be considered in material default of this Agreement and such default will be considered cause for County to terminate this Agreement, in whole or in part, as further set forth in this article, for any of the following reasons: (a) failure to begin work under the Agreement within a reasonable time after issuance of the Notice(s) to Proceed of a SA, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The County may so terminate this Agreement, in whole or in part, by giving the Consultant ten (10) calendar days' written notice.

8.2. If, after notice of termination of this Agreement as provided for in article 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in article 8.1, then the notice of termination given pursuant to article 8.1 shall be deemed to be the notice of termination provided for in article 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under article 8.3 below.

8.3. County shall have the right to terminate this Agreement, in whole or in part, without cause upon written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE
PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Consultant and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health, and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, or permitted under state and local law to perform such services.

9.4. Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:
Name: Bob Curtis PE
Name: Carlo Lebron, PE
Name: Shane Fischer, PE

9.5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

9.10. The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations, as further set forth in Article Seventeen below. Consultant shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Consultant in

connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

9.11. The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

ARTICLE TEN
SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subcontractor and to inspect all facilities of any subconsultants in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. The County's acceptance of a subconsultant shall not be unreasonably withheld. Where permitted, the Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

10.2. Subconsultants included in Consultant's Response to the RFQ shall be considered approved by the County's Representative by execution of this Agreement.

ARTICLE ELEVEN
FEDERAL AND STATE TAX

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE TWELVE
OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared, or developed by Consultant under this Agreement shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Agreement.

ARTICLE THIRTEEN
MAINTENANCE OF RECORDS & PUBLIC RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.2. Consultant must comply with the public records laws, Florida Statute chapter 119, specifically Consultant must:

13.2.1. Keep and maintain public records required by the County to perform the service.

13.2.2. Upon request from the County's custodian of public records, 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.

13.2.3. 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 contractor does not transfer the records to the County.

13.2.4. Upon completion of the contract, 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 public agency 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

13.3 The County reserves the right to unilaterally cancel this Agreement for refusal by the Consultant or any consultant, subconsultant, contractor, subcontractor, or materials vendor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

ARTICLE FOURTEEN
INSURANCE

14.1. During the life of the Agreement the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in the RFQ.

14.2 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without thirty (30) days prior written notice to the County. The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of DeSoto County. All such policies shall be endorsed to provide defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed $10,000.00 without the permission of the County. If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance. County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance. The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages. All Consultant's sub-contractors shall be required to include County and Consultant as additional insured on their General Liability Insurance policies. In the event that subcontractors used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the subcontractors' insurance coverage. The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

14.3 Comprehensive Automobile Liability Insurance. In the event Consultant travels in furtherance of the performance of the services required in this Agreement, Consultant shall obtain comprehensive automobile liability insurance with $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, as appropriate.

14.4 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.

14.5 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

14.6 Professional Liability Insurance. $1,000,000.00 for design errors and omissions, exclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

14.7 Performance, Payment, and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Consultant Service Agreement for the project.

14.8 Workers' Compensation. The Consultant shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

ARTICLE FIFTEEN
INDEMNIFICATION

15.1. The Consultant agrees to indemnify and hold harmless and defend the County, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by County from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, negligent act, recklessness, or intentionally wrongful act of Consultant, its agents, servants, or employees, in the performance of services under this Agreement.

15.2. Consultant shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of Consultant to comply with applicable non-

conflicting laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of Consultant, its sub-Consultants, agents, employees and invitees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising solely out of the County's negligence. County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement. Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

15.3. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.4. The first ten dollars ($10.00) of remuneration paid to Consultant under this Agreement shall be in consideration for the indemnification provided for in this article.

ARTICLE SIXTEEN
CONFLICT OF INTEREST

16.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

16.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners

by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE SEVENTEEN
E-VERIFY & STATE PROVISIONS

17.1. Consultant certifies that Consultant complies with the following enrollment and verification requirement as set forth in this Article. If the Consultant is not enrolled as a Federal Consultant in E-Verify at time of contract award, the Consultant shall-

17.1.1. Enroll. Enroll as a Federal Consultant in the E-Verify Program within thirty (30) calendar days of contract award;

17.1.2. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Consultant, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see section 17.3 of this Article); and,

17.1.3. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see section 17.4 of this Article)

17.2. If the Consultant is enrolled as a Federal Consultant in E-Verify at time of contract award, the Consultant shall use E-Verify to initiate verification of employment eligibility of the following:

17.2.1. All new employees enrolled ninety (90) calendar days or more. The Consultant shall initiate verification of all new hires of the Consultant, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

17.2.2. All new employees enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Consultant in E-Verify, the Consultant shall initiate verification of all new hires of the Consultant, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see section 17.3 of this Article); or

17.2.3. Employees assigned to the contract. For each employee assigned to the contract, the Consultant shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see section 17.4 of this Article).

17.3. If the Consultant is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Consultant may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Consultant shall follow the applicable verification requirements of section 17.1 or 17.2, respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

17.4. Option to verify employment eligibility of all employees. The Consultant may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Consultant shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

17.4.1. Enrollment in the E-Verify program; or

17.4.2. Notification to E-Verify Operations of the Consultant's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

17.5. The Consultant shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

17.5.1. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Consultant's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Consultant, will be referred to a suspension or debarment official.

17.5.2. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Consultant is excused from its obligations under this Article. If the suspension or debarment official determines not to suspend or debar the Consultant, then the Consultant must reenroll in E-Verify.

17.5.3. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

17.5.4. Individuals previously verified. The Consultant is not required by this clause to perform additional employment verification using E-Verify for any employee-

(a) Whose employment eligibility was previously verified by the Consultant through the E-Verify program;

(b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Consultants.

17.6. Subcontracts. The Consultant shall include the requirements of this Article, including this section appropriately modified for identification of the parties in each subcontract that:

17.6.1. Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a Commercially Available Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

17.6.2. Has a value of more than $3,500; and includes work performed in the United States; and

17.6.3. Includes work performed in the United States.

17.7. United States-Produced Iron And Steel (Section 255.0993, Fla. Stat.). Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or $2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

17.8 Human Trafficking. As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the Consultant must attest under the penalty of perjury that Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is set forth in Exhibit B.

17.9. Countries of Foreign Concern. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás

Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of Consultant, is attached hereto as Exhibit C.

ARTICLE EIGHTEEN
MODIFICATION

18.1. It is the intent of this Agreement that County shall from time-to-time issue SAs for Consultant to perform such services set forth in the Scope of Work therein. SAs shall be duly approved by the County prior to issuance. Consultant shall expediently perform the Scope of Work within the schedule indicated in the SA in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said SA prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Services of this Agreement, the Scope of Work of any SA, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of SAs issued under this Agreement.

18.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work of a SA affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the Scope of Work completed prior to receipt of the written notice.

18.3. If the County elects to make the change, the County shall initiate a written amendment to the SA signed by both parties, and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

ARTICLE NINETEEN
ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

19.1. The County and the Consultant agree that this Agreement together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified,

superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Eighteen, Modification.

19.2. The Contract Documents shall consist of RFQ # 26-08-00; Consultant's Response to RFQ # 26-08-00; and any SA issued pursuant to this Agreement. In the event of conflict among the Contract Documents, the following Order of Precedence shall control:

1. SA
2. This Agreement
3. RFQ # 26-08-00
4. Consultant's Response to RFQ # 26-08-00

ARTICLE TWENTY
CONTRACTING WITH THE ENEMY OR SCRUTINIZED COMPANIES

20.1 Consultant certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, Consultant understands that this reference allows for termination of this Agreement, at the option of the County, if Consultant is found to have submitted a false certification.

ARTICLE TWENTY-ONE
GENERAL PROVISIONS

21.1. Good Faith. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

21.2. Impairment of Rights or Liabilities. No modification, waiver, suspension, or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

21.3. Remedies. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in DeSoto County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21.4. Waiver. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

21.5. Headings. The headings of the Articles, Schedules, Parts, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions in such Articles, Schedules, Parts, and Attachments.

21.6. Third-Party Beneficiary. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

21.7 Successors and Assignment. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

21.8. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

21.9. Authority to Contract. The signatory signing this Agreement on behalf of Consultant represents and warrants that signatory is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County (1) that the execution and delivery of this Agreement and the performance of Consultant obligations hereunder have been duly authorized and (2) that the Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

21.10. Pledging of Indebtedness. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

21.11. Enforcement. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation

in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

21.12. Notices. All notices required in this Agreement shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

ARTICLE TWENTY-TWO
GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL.

22.1. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the state courts of DeSoto County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

22.2. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial, and appellate levels.

22.3. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

22.4. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

ARTICLE TWENTY-THREE
STANDARD OF CARE

23.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

23.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge, and resources, under similar circumstances.

23.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

23.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year below last written.

DESOTO COUNTY,
a political subdivision of the State of Florida

Attest:

Mandy J. Hines
County Administrator

Steve Hickox, Chairman
Board of County Commissioners

Date: _____

Approved as to form:

Valerie Vicente
County Attorney

Attest:

SCS ENGINEERS, INCORPORATED

Name: _____

Its: _____

Name: _____

Its: _____

DATE: _____

February 27, 2026
File No. OP090911.25

Cindy Talamantez, CPPO, CPPB
Purchasing Director
DeSoto County Board of County Commissioners
201 East Oak Street, Suite 203
Arcadia, Florida 34266

Subject: Proposal for DeSoto County Landfill Zones 6 & 7 Expansion
Arcadia, Florida

Dear Cindy:

DeSoto County (County) aims to develop an expansion to the existing Class I landfill area within the property boundary of the DeSoto County Section 16 Landfill site referred to as Zones 6 & 7 (Project). Zone 6 is anticipated to be approximately 8.9 acres and Zone 7 to be roughly 4.8 acres, for a total Project of 13.7 acres. SCS Engineers (SCS) is pleased to submit this proposal based on 26-08-00 Request for Qualifications for the Project.

PROJECT UNDERSTANDING

SCS understands the County would like for our scope of work will initially include a kickoff meeting, a basis of design report, and pre application meetings with FDEP for Solid Waste Permit Application and Environmental Resource Permit. The scope of work will also include limited effort for field investigation, design, permitting, providing bid phase services, generating construction drawings, providing part-time/full-time construction observation services, laboratory testing services for the geosynthetics and geotechnical materials during construction, and preparation of a certification of construction completion report to the Florida Department of Environmental Protection (FDEP). Our detailed scope of work, assumptions and limitations, and engineering fee are presented below.

SCOPE OF SERVICES

SCS understands the complexity of this Project and recognizes the interdependency of the landfill development with the current landfill operations and potential future projects. The following provides SCS's approach to supporting the County with this Project. This scope of work has been separated into the following two distinct phases with each phase broken down by the following tasks.

Phase 1

- Task 1 - Project Initiation and Communication
- Task 2 - Kick-off Meeting/Basis of Design Workshop
- Task 3 - Pre-application Meeting with FDEP Solid Waste Department
- Task 4 - Pre-application Meeting with FDEP Stormwater Department

Phase 2

- Task 5 - Field Activities

EXHIBIT A

- Task 6 - Utility Corridor
- Task 7 - Solid Waste Permit Modification
- Task 8 - ERP Permit Modification

Phase 3 Additional tasks not defined at this time include:

- Task 9 - Bid Support Services
- Task 10 – Construction Phase Services
- Task 11 – Material and Laboratory Services
- Task 12- Certification of Construction Completion

PHASE 1

TASK 1 - PROJECT INITIATION AND COMMUNICATION

SCS will provide the following project management services following receipt of notice-to-proceed (NTP) extending throughout the scope of work identified herein. For now, this Task only includes efforts for Phase 1 of the project.

- Develop a Project Plan that defines the team's administrative roles and responsibilities, defines the lines of communication, establishes initial schedules, provides a detailed project schedule and general framework for completing the phases of the Project, and establishes Quality Control and Quality Assurance guidelines.
- Coordinate and communicate the activities and communications of SCS's staff with those of the County and other stakeholders involved in the Project.
- Conduct ad hoc discussions with regulatory staff
- Prepare subconsultant task authorizations and review subconsultant invoices.
- Progress emails to the County during critical phases of the Project.
- Develop a project schedule.
- Develop monthly invoices and progress reports.

Task 1.1 - Review Existing Documentation

SCS will review previous permit applications, leachate collection/conveyance system information, leachate generation, electrical network, groundwater/surface water monitoring locations, benchmarks, and as-built conditions to address required information for the Basis of Design report. Specifically, we will need the following information from the County.

- Review the Master Plan to ensure the Project area proposed is accurate for future planning.
- Review the past five years of site groundwater data obtained from the County to determine a preliminary estimate of the seasonal high groundwater table within the Project area.

- Review leachate disposal quantities provided by the County.
- Review a recent topographic aerial of the site, provided by the County in AutoCAD format to be used for the development of designs in the Basis of Design report.

Task 1.2 - Ecological Survey and Wetlands Delineation Services

Within the first week of receiving the NTP, SCS will schedule with our subconsultant, Verdantas, to conduct the required ecological survey, Florida bonneted bat survey, and wetlands delineation for the Project. Onsite and adjacent wetlands could significantly impact the Project budget and size. The official wetland determination and delineation will be critical to define design parameters and better inform you on the total Project footprint.

Listed Species and Wildlife Habitat Survey

Concurrently with the wetland delineation, SCS will retain a qualified subcontractor to perform a listed-species and wildlife habitat survey for species listed as Endangered, Threatened, or of Special Concern by the U.S. Fish and Wildlife Service (USFWS) and/or Fish and Wildlife Conservation Commission (FWC). Surveys will be conducted consistent with the FWC Guide and other applicable agency guidance. Direct observations and indirect indicators (e.g., tracks, scat, burrows, nests, cavities) will be documented with sub-meter GPS (as applicable) and summarized in an Ecological Survey Letter, including a discussion of observed habitats and any noted listed species indicators.

Wetland Delineation and Jurisdictional Assessment

SCS will retain a qualified subcontractor, Verdantas, to perform a wetland delineation and mapping within the predefined Project area to identify jurisdictional wetlands and surface waters. The delineation will be completed in accordance with Chapter 62-340, FAC. and, for federal applicability, the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and the applicable Regional Supplement. Jurisdictional boundaries will be flagged in the field and the flag locations recorded using sub-meter GPS.

Deliverables

Upon completion of field and laboratory activities, the County will be provided with the wetland delineation findings and an opportunity to review as discussed in Task 2.2 below.

TASK 2 - KICK-OFF MEETING/BASIS OF DESIGN WORKSHOP

Task 2.1 - Kick-off Meeting

The SCS team will host one kick-off meeting virtually with the County via Teams. The purpose of the meeting will be to:

- Review County and SCS responsibilities, confirm the lines of communication, and address project management coordination.
- Review/discuss site operations and maintenance needs by the County during construction.
- Review the proposed Project schedule and confirm deliverable dates regarding milestones such as the pre-application meetings with the FDEP Solid Waste and Stormwater

Departments; 90%, and 100% permit applications submittals; and anticipated permits receipt dates.

- Discuss County-provided information required for design and permitting. SCS has most of the required records on file, but some additional information may be required. Following the meeting, SCS will prepare a list of data needs or decisions needed.
- Discuss items to be addressed during the Basis of Design (BOD) Workshop (Workshop).

Deliverables

A schedule for the kick-off meeting will be coordinated with the County and the SCS team. The kick-off meeting will occur after receipt of wetlands and ecological studies have been completed and a report has been provided. SCS will develop an agenda for discussion purposes and transmit it to the County and other stakeholders as needed one week before the meeting for review and comment. SCS will prepare and present a final agenda to the attendees during the meeting. Following the meeting, SCS will prepare and distribute meeting minutes for review, comment, and incorporation into the Project documentation.

Task 2.2 - Basis of Design Workshop

Upon conclusion of the kick-off meeting in Task 2.1 via Teams, SCS will schedule and conduct a half-day Basis of Design (BOD) Workshop (Workshop) within one week at the County administration building or the landfill. The Workshop will be attended by the team leads for the various tasks for the Project. The Workshop will discuss the design elements to be included in the Solid Waste permit and Environmental Resource Permit (ERP) applications and ultimately, the construction plans. SCS and the County have had limited initial conversations regarding the Project's big-picture design elements. On this premise, SCS will collaborate with the County during the Workshop and explore various concepts and outcomes related to the Project. The intent is to spur discussion and share trends in the industry. This Workshop will allow stakeholders to put all ideas, expectations, concerns, and goals out for discussion and feedback.

The initial bigger-picture conversations will be the starting point of the Workshop and will be discussed more in-depth with the addition of other potential design features. Some of these features may include items such as, but not limited to, the following:

- Identify constraints that may impact the cost or constructability of other future Projects.
- Discuss potential opportunities associated with the Project to ensure the design is complimentary and maximizes future development opportunities.
- Options for the Zones 6 & 7 footprint, fill grades, and base grades.
- Access, roadways, and utility routes.
- Discussion of the Master Plan to ensure the Project area proposed is accurate for future planning.

Following the Workshop, a BOD memorandum will be prepared that will generally include information regarding the following:

- Review up to two design options for the Zones 6 & 7 footprint, fill grades, and base grades.

- Rough estimate of anticipated design volume and estimate site life.
- Estimated timeframe for construction of each option.
- High level engineers cost estimate for each option analyzed.
- Roadway from scalehouse to Zones 6 & 7.
- Summary of the past five years of site groundwater data obtained from the County.
- Forcemain piping pathway to the existing leachate storage ponds.
- Leachate disposal quantities provided by the County and a discussion of the County's future leachate storage needs, if required, based on the additional leachate quantity anticipated from the Project. No budget has been included in this scope of work for a design for additional leachate storage capacity, if required.
- We assume the existing infrastructure (electrical, roadway, etc.) has ample capacity for this expansion and will not need to be upgraded.

Deliverables

The results of the Workshop will be the recommended design approach for the Project, which will be prepared by SCS and presented to the County as a BOD memorandum. The BOD memorandum will also provide specific design criteria that will be followed for the Project, to provide clarity regarding the various aspects of the Project. SCS will transmit the draft BOD memorandum to the County and other meeting attendees three weeks following the Workshop for review and comment. This package will be submitted in a PDF format for ease of distribution. SCS will schedule a virtual meeting with the County to discuss the findings of the draft memorandum.

The County will provide SCS comments and the option selected within one week following receipt of the BOD memorandum. Following receipt of comments, SCS will finalize the memorandum and forward a copy in a PDF format to the meeting attendees for incorporation into the Project documentation. No design activities, beyond the conceptual designs used in the BOD, will be conducted by SCS until the County has approved of the BOD memorandum.

TASK 3 - PRE-APPLICATION MEETING WITH FDEP SOLID WASTE DEPARTMENT

SCS will coordinate and schedule one pre-application with FDEP's Tallahassee office for the Project. Based on SCS's experience working with FDEP, this pre-application meeting is an excellent opportunity to identify concerns that FDEP may have with the Project and address those issues preemptively in the permit application.

Within the first week following NTP, SCS will contact the FDEP Solid Waste Department to receive potential dates for when they will be available for the pre-application meeting. SCS will host a Teams meeting with the County and FDEP to present the Project design concept and solicit FDEP's input on permitting requirements and potential agency concerns. The meeting will be attended by the team leads for the various tasks for the Project. The requirements for the construction/operation permit application are expected to be discussed, as well as the timeframe for FDEP review of the application and issuance of the permit. As part of this scope of work, SCS will develop a few pages of conceptual drawings of the Project to aid discussions with FDEP.

Deliverables

SCS will develop a draft agenda for the pre-application meeting and transmit it to the FDEP, County, and other stakeholders one week before the meeting for review and comment. A final agenda will be distributed to invitees one day before the meeting. Within one week following the meeting, SCS will prepare and distribute meeting minutes for review and comment. Following receipt of comments, SCS will finalize the meeting minutes and forward a copy to the meeting attendees for incorporation into the Project documentation.

TASK 4 - PRE-APPLICATION MEETING WITH FDEP STORMWATER DEPARTMENT

SCS will coordinate and schedule one pre-application meeting with FDEP's South District office for the Project. Based on SCS's experience working with FDEP, this pre-application meeting is an excellent opportunity to identify concerns that FDEP may have with the Project and address those issues preemptively in the permit application. The meeting will be attended by the team leads for the various tasks for the Project.

Within the first week following NTP, SCS will contact the FDEP South District Stormwater Department to receive potential dates for when they will be available for the pre-application meeting to discuss modifying one ERP for the Project. SCS will host a Teams meeting with the County and FDEP to present the Project design concept and solicit FDEP's input on permitting requirements and potential agency concerns. The requirements for the construction/operation permit application are expected to be discussed, as well as the timeframe for FDEP review of the application and issuance of the permit. As part of this scope of work, SCS will develop a few pages of conceptual drawings of the Project to aid discussions with FDEP.

Deliverables

SCS will develop a draft agenda for the pre-application meeting and transmit it to the FDEP, County, and other stakeholders one week before the meeting for review and comment. A final agenda will be distributed to invitees one day before the meeting. Within one week following the meeting, SCS will prepare and distribute meeting minutes for review and comment. Following receipt of comments, SCS will finalize the meeting minutes and forward a copy to the meeting attendees for incorporation into the Project documentation.

Note on Tasks 3 and 4. SCS will work with the County and the FDEP Solid Waste and Stormwater Departments to schedule one Teams meeting with all parties. For budgeting purposes, SCS has separated the meeting into two tasks if the meeting cannot be combined with all parties.

PHASE 2

As discussed with the County, the following tasks will be partially funded to allow for the continuation of activities. SCS will develop a change order for Phase 2 based on decided design approach from Phase 1 and submit it to the County.

TASK 5 - FIELD ACTIVITIES

Task 5.1 - Aerial Site Survey

SCS will subcontract with a firm (Pickett) to perform an aerial topographic survey and photograph of the site that will be used for the Project design. Within one week of receipt of the approved design by the County based on the BOD, SCS will schedule an aerial topographic survey to be flown as soon as possible. SCS assumes that existing site control is available from the County for use by the aerial firm. No cost has been included in this scope of work to conduct an additional survey to establish control for the aerial flight.

Deliverables

An aerial topographic survey and photograph of features required for the design will be supervised by a professional land surveyor registered in Florida. Work will be conducted to meet the minimum technical standards established in Florida Chapter 61G17-6 FAC. Depending on weather constraints, it is anticipated we will receive the topographic map within approximately one month. Actual schedules will be provided by the subcontractor and incorporated into the project schedule.

SCS assumes the County has an existing boundary survey of the property (including the northern parcel) and right of way survey submitted to the FDEP as part of prior permit applications (and the boundary survey information remains unchanged), which will be referenced in this Project's permit application. No cost has been included in this scope of work to conduct a boundary survey or right-of-way survey for the Project.

Task 5.2 - Site Investigation

SCS will coordinate and direct a site investigation to support the Project design. A geotechnical and hydrogeologic investigation will be conducted following the requirements of Chapter 62-701.410, FAC. SCS will use the data and analyses from the geotechnical and hydrogeologic reports currently in hand to the maximum extent possible to limit the amount of field investigation and associated effort required.

Additional information will include a public and private well survey within a one-mile radius of the site detailing the elevation and depth of the well, the owner, the age and usage of the well, and stratigraphic information based on readily available information from a desktop study. The permit application will include a figure showing the locations of potable wells within 500 feet of the Project.

Task 5.2.1 - Geotechnical Investigation and Laboratory Services

SCS will develop a fieldwork and testing plan that details soil boring locations, including a sampling plan, and identifies field data/parameters necessary for the Project design. As discussed in the following scope items, certain assumptions have been made for scope and budgeting purposes. The

fieldwork and testing plan will allow SCS to review and refine these assumptions before the fieldwork.

SCS will subcontract with a firm (Tierra) to complete two soil borings within Zones 6 & 7 footprint, two soil borings within the proposed access roadway to Zones 6 & 7 and collect soil samples from each which will be tested for parameters to determine the required soil properties for the design, construction, and support of the facilities. SCS will ship the soil samples to a qualified laboratory to analyze for the parameters listed below. Before drilling activities, SCS will GPS-locate and stake the proposed drill locations based on the fieldwork and testing plan. The following details are the geotechnical and laboratory services we anticipate.

- Drilling of Standard Penetration Test (SPT) borings in the Project area.
- Performance of SPTs and associated split-spoon soil sampling continuously for the upper 10 feet and at 2.5-foot vertical intervals after that to the required depth.
- Performance of index and classification tests (e.g., moisture content determinations, sieve analyses, fines content determinations, Atterberg limits determinations, and organic content determinations) on the select SPT and Shelby tube soil samples.
- Performance of consolidation tests, permeability tests, unconfined compression tests, and consolidated-undrained triaxial tests on the undisturbed Shelby tube soil samples.
- The number of SPTs and depth is assumed conservatively, and the actual number and depth will be determined in the field-testing plan. The depth of SPT borings will be adjusted based on site-specific conditions encountered during drilling.

Based on the above services, SCS will have qualified field staff overseeing the geotechnical firm and field activities. We assume only one mobilization will be required for field sampling work. For budgeting purposes, we assume a truck mounted drill rig will be able to access the area. This task may be expanded based on design selected.

Task 5.2.2 - Hydrogeological Investigation

SCS will use previous hydrogeological investigations and semi-annual groundwater monitoring reports submitted to State regulatory agencies to estimate the seasonal high groundwater table and groundwater flow direction. In addition, SCS has included a hydrogeological subconsultant to install up to two temporary groundwater monitoring wells that will be used to complete the hydrogeological investigation and site report required by subsection 62-701.330(3), Florida Administrative Code (FAC). An SCS employee qualified in field investigations will oversee this work. Data from the groundwater monitoring wells will be used to determine the direction and rate of groundwater flow and estimate the average and maximum high groundwater table. It's important to note the measurements cannot be conducted when any temporary man-made influence, such as dewatering or infiltration is occurring.

Deliverables

Upon completion of field and laboratory activities, a subsurface data report consisting of the following items will be the deliverable to SCS from subcontractors, signed and sealed by a licensed Florida Professional Engineer, which will be prepared for inclusion to FDEP with the permit application:

- Compilation of soil boring logs.
- Compilation of subsurface data from field exploration and laboratory testing programs.
- A subsurface investigation data report to summarize the course of study pursued, the field data generated, subsurface conditions encountered, and the results of the laboratory findings and recommendations.

Task 5.2.3 - Ecological Survey and Wetlands Delineation Services

The SCS team will coordinate, communicate and meet with the appropriate agency to field verify the flagged wetland line to demonstrate the setback requirements will be met. The agency will conduct a field assessment of proposed onsite wetland mitigation areas to evaluate the vegetative community, hydrologic conditions, potential occurrence of nuisance and exotic species, and the overall ecological conditions of the area. The field assessment will be necessary for developing the wetland mitigation plan as required by the USACE.

Deliverables

Upon completion of field and laboratory activities, the County will be provided with the wetland delineation findings and an opportunity to review as discussed in Task 8.2 below.

TASK 6 - UTILITY CORRIDOR

Task 6.1 - Utility Corridor Design

The County will require a utility corridor from the Project area to the leachate ponds. This corridor will house the leachate forcemain and other potential utilities. The leachate lines will be sized for the full build-out of the Project. SCS anticipates two pump stations to boost the liquids from the Project to the leachate ponds. SCS will work with a qualified subcontractor, CPH, on our team to provide electrical design services for the lift stations and Zones 6 & 7 control panels.

Task 6.2 - Power Distribution Analysis

SCS will work with a qualified subcontractor, CPH, to evaluate existing power distribution and will develop a conceptual plan for future power distribution by determining future loads associated with the Project (landfill pumps, lift station pumps, control panels, etc.). As part of this task, (on behalf of the County) SCS will contact the utility company to determine the general requirements to meet the County's future needs.

Deliverables

Information received from the utility company along with a power distribution site map (identifying future loads and approximate timing, anticipated conceptual routing) will be presented to the County in a memorandum format.

TASK 7 - SOLID WASTE PERMIT MODIFICATION

Task 7.1 - FDEP Solid Waste Permit Application

The solid waste permit application will be a major modification of this existing solid waste permit.

This approach will reduce the permit application fee, and a 5-Year Update will be required only for one solid waste permit as opposed to two.

SCS will prepare the following information for submittal to FDEP:

- FDEP Form 62-701.900(1) Parts A through S following Chapter 62-701 Florida Administrative Code (FAC).
    - SCS will execute the application as the Professional Engineer Licensed in Florida and the required County representative.
- Permit-level design drawings that contain general operational fill sequencing that will identify landfill progression. An Engineer's Report will accompany the FDEP application to address items as required within the FDEP Form.
- Calculations to estimate the amount of leachate generation using the Hydraulic Evaluation of Landfill Performance (HELP) Model. The HELP Model analysis will also be used to size an appropriate geocomposite within the bottom liner system, the leachate sump size, the leak collection pump size, the pipe size, etc.
- Based on the geotechnical investigation results conducted in Task 5.2.1, SCS will analyze the foundation bearing capacity and settlement to determine the foundation's ability to support the expected maximum loads and stresses imposed by the waste loading.
- Based on the results of the geotechnical investigation conducted in Task 5.2.1, SCS will prepare a slope stability analysis of the Project at specific locations to identify whether the landfill meets the factor of safety criteria required by FDEP. The analysis will address deep stability to prevent sliding along potential failure surfaces through the waste mass, along the liner systems, and through the foundation soils.
- Based on the field data collected, SCS will perform the leachate collection and detection system pipe-crushing calculations at various intervals.
- Design of access road from the Scalehouse to Zone 6 & 7.
- A surface water management analysis will be conducted on the landfill conceptual final buildout configuration to evaluate the stormwater management practices, structures, and swales and provide FDEP data that the stormwater system is adequate to operate at the time of final closure.
- Technical specifications to include, at a minimum, the following:
    - 01 10 00 Summary of Work
    - 01 20 00 Measurement and Payment
    - 01 20 10 Project Meetings
    - 01 50 00 Site Conditions Survey
    - 01 30 10 Contractor Submittals
    - 01 31 10 Construction Schedule
    - 01 40 00 Quality Control
    - 01 50 10 Temporary Utilities
    - 01 50 10 Mobilization and Demobilization
    - 01 50 30 Protection of Existing Facilities
    - 01 56 80 Temporary Erosion and Sedimentation Control

  - 01 60 00 Material and Equipment
  - 01 70 00 Abbreviations and Definitions
  - 01 70 20 Contract Completion Start-Up and Closeout
  - 01 80 00 Health and Safety Requirements
  - 01 90 00 Permits
  - 02 11 00 Site Clearing, Grubbing, and Stripping
  - 02 14 00 Dewatering
  - 02 22 00 Excavation, Backfill, Fill, and Grading
  - 02 31 50 Trenching and Backfilling
  - 02 70 00 High-Density Polyethylene (HDPE) Geomembrane Liner
  - 02 27 76 Geosynthetic Clay Liner
  - 02 90 00 Seeding and Sodding
  - 02 90 30 Geocomposite
  - 02 90 40 Geotextile
  - 15 06 00 Piping System
- Construction Quality Assurance (CQA) Plan for installing and testing the liner system and related components.
- Closure/Post-Closure Plans and Financial Assurance Cost Estimate for the Project (no updates to the existing landfill footprint will be prepared) in current dollars will be prepared using the FDEP Form 62-701.900(28), Closure Cost Estimating Form for Solid Waste Facilities. Third-party estimates to perform the work on a per-unit basis, with the source of the estimates included as a backup.
  - SCS will execute the application as the Professional Engineer Licensed in Florida and the required County representative.
- Operation Plan (no updates to the existing landfill footprint will be prepared). The Operation Plan will address operating record procedures, waste records, access control, load checking, waste spreading/compacting, Operation and Maintenance procedures for leachate, landfill gas, stormwater management, equipment and operation features, inclement weather access, and record keeping. We intend to make this plan as generic as possible to provide the County with the utmost flexibility in its landfill operations, thus minimizing future modifications to the permit.
- Monitoring Plan Implementation Schedule (no updates to the existing landfill footprint will be prepared). Based on findings of previous activities (including future construction sequencing and hydrogeological investigation from Task 5.2.2), SCS will develop options for a future groundwater monitoring system, including needs for future monitoring well installation (and identifying locations), adjustments to Zone of Discharge (ZOD), future landfill gas monitoring probes, and needs for future monitoring well abandonments.
- Site information, waste disposal, and operational conditions.
- Results of site investigations.
- Prior to submission, SCS will notify elected officials as required by FDEP Rule 62-701.320.

Deliverables

A copy of the 90% submittal including the application, drawings, and associated calculations will be submitted to the County for review and comment. These documents will be forwarded to the County

in PDF format for easy distribution. In addition, SCS will provide one full-size hard copies of the drawings for discussion purposes. SCS has budgeted to meet one time with the County at the landfill within two weeks of the submittal to discuss and receive comments the County may have at that time. SCS will document and incorporate the County's comments from the 90% submittal to a 100% level and submit the application package digitally signed and sealed by a licensed Florida Professional Engineer to FDEP. An electronic and a hard copy of the 100% submittal will be provided to the County.

SCS will respond to the FDEP comments on the permit application package, if received, up to the remaining budget capacity of this task provided no requests from FDEP require additional work that was not anticipated or discussed at the pre-application teleconference meeting. This assumes that the FDEP comments exclude substantial redesign, expansion of Project scope, new or revised third-party studies, new modeling criteria imposed after submittal, or additional meetings beyond those stated in the scope of work; these items, if required, constitute additional services.

Task 7.2 - Draft Permit Review

Following receipt of the notice of completeness from the FDEP, SCS will review the draft permit and its specific conditions with the County. We will discuss our findings with the County and if needed, SCS will provide comments to the FDEP on behalf of the County if revisions to the permit language are required.

TASK 8 - ERP PERMIT MODIFICATION

Task 8.1 - ERP Permit Application

A modification to the landfills' Environmental Resource Permit (ERP) will be required to address changes to the previously permitted stormwater system resulting from the Project. Starting 12/28/25, new applications or modifications of existing permits must meet the new nutrient/TSS performance standards, O&M, and financial capability certification. The ERP program will be managed through the FDEP South District office.

SCS will prepare one ERP major modification application package consistent with Chapter 62-330, F.A.C. and the ERP Applicant's Handbook (Vol I and SWFWMD Vol II) to modify ERP No. 14-223606-001 for construction of the proposed improvements. A modified ERP is required prior to the construction, alteration, or operation because it is a modification of a project previously permitted under Part IV of Chapter 373, FS. SCS will conduct the following activities as a part of this task:

- Confirm major-modification applicability, identify applicable stormwater performance criteria (including AH Vol I §8.3 nutrient requirements, as applicable), and document the compliance pathway.
- Calculating water quality and quantity storage requirements;
- Establishing design storm;
- Delineating basin areas using computer-aided design (CAD) software;
- Calculating the time of concentration and travel time for each basin;
- Evaluating percolation rate through the dry and wet retention areas;

- Design retention/detention facilities, swales, culverts, control structures;
- Prepare BMP train or equivalent water quality model to demonstrate compliance with nutrient removal criteria;
- Stormwater Operations & Maintenance Plan, Annual Operations and Maintenance Cost Estimate, and Financial Capability Certification;
- Develop StormWise/ICPR (or agency-accepted equivalent) hydrologic/hydraulic and water quality modeling files, input summaries, and output report;
- Design emergency overflow systems based on appropriate soil percolation assumptions; Prepare an erosion and sediment control plan.
- Prepare a Stormwater Design Report summarizing the proposed changes, impacts, and model outputs; and
- Prepare the required FDEP forms to complete the application package.

During agency review of the application, FDEP may request to schedule a site visit to assess potential wetland impacts. In the event that they propose a site visit, SCS has budgeted one site visit to have a representative on site to accompany the FDEP representative.

ASSUMPTIONS AND LIMITATIONS

The scope of services does not include any activities not explicitly listed herein. This scope of work and fees are based on the following assumptions:

- No permit applications or submittals to FDEP beyond the submittals described above will be required. If FDEP requires additional submittals or analyses, then this work can be performed on a time and materials basis, with prior County approval.
- SCS assumes upon NTP there will be no work stoppage directed by the County other than those related to emergencies or other unforeseen circumstances.
- SCS assumes upon NTP there will be no work stoppage during the duration of field work which would incur additional costs associated with the Project such as mobilization, demobilization, etc.
- SCS assumes the County has an existing boundary survey submitted to the FDEP as part of prior permit applications (and the boundary survey information remains unchanged), which will be referenced in this Project's permit application. No budget has been included in this scope of work to prepare property boundary surveys.
- An in-depth master fill sequence plan for the Project has not been included in this scope of work. The information provided with the permit application to FDEP will be sufficient for permitting purposes.
- No Consumptive Use Permit (CUP) or dewatering Permit will be required for the Project. Design depths for cell base grades or sumps will not be significantly put into the seasonal high groundwater table.
- No field investigations or additional engineering calculations will be required other than those outlined above.

- No gopher tortoise permitting or relocation activities have been included in this scope of work. If gopher tortoises are identified from the field activities the County will be notified immediately and SCS will provide the additional costs that would be incurred for relocation that are not included in this scope of work.
- We assume no Wetlands Plans, permitting or mitigation are included in this scope of work.
- No budget has been included in this scope of work for a design for additional leachate storage capacity, if required.
- Documents requested from the County will be provided in an electronic format (Microsoft Word, AutoCAD, etc.).
- The County will be responsible for all permit application fees associated with the Project.

FEE ESTIMATE

The overall fee for Phase 1 of this scope of work is not to exceed $312,220.65, broken down by task below and outlined in Exhibit 1. The number of hours for each labor category has been estimated and may change based on the personnel performing the work. The work will be billed on a time and materials basis.

TASK #	DESCRIPTION	FEE
	PHASE 1	
Task 1	Project Initiation and Communication	$72,989.70
Task 2	Kick-off Meeting/Basis of Design Workshop	$91,521.50
Task 3	Pre-application Meeting with FDEP Solid Waste Department	$4,450.00
Task 4	Pre-application Meeting with FDEP Stormwater Department	$4,864.75
	PHASE 2	
Task 5	Field Activities	$138,394.70
Task 6	Utility Corridor	TBD
Task 7	Solid Waste Permit Modification	TBD
Task 8	ERP Permit Modification	TBD
	PHASE 3	
Task 9	Bid Support Services	TBD
Task 10	Construction Phase Services	TBD
Task 11	Material and Laboratory Testing Services	TBD
Task 12	Certification of Construction Completion	TBD

SCS appreciates the opportunity to submit this scope of work. If you have any questions, please contact Bob Curtis at (813) 293-3403 or Shane Fischer at (813) 503-1044.

Sincerely,

Bob Curtis, P.E.
Project Director
SCS Engineers

Carlo Lebron, P.E.
Sr. Vice President
SCS Engineers

SRF/RBC:tma

cc: Shane R. Fischer, P.E.

Encl. Exhibit 1: Fee

Exhibit 1

Fee

DeSoto County
RFQ 26-08-00
DeSoto County Section 16 Landfill Zones 6 & 7 Expansion

LABOR DESIGN

LABOR HOURS SUMMARY

Personnel	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	Total Hours	Billing Rate	Totals
Principal	40.0	59.0	2.0	1.0	14.0								116.0	$315.00	$36,540.00
Project Director II		22.0											22.0	$288.75	$6,352.50
Project Director I	80.0	85.0	7.0	4.0	76.0								252.0	$262.50	$66,150.00
Senior Project Manager I		9.0		5.0	6.0								20.0	$220.50	$4,410.00
Senior Project Professional II					8.0								8.0	$183.75	$1,470.00
Senior Project Professional I		35.0			8.0								43.0	$168.00	$7,224.00
Senior Designer		65.0											65.0	$168.00	$10,920.00
Project Professional II	6.0												6.0	$155.40	$932.40
Designer II		32.0	4.0	4.0	6.0								46.0	$152.25	$7,003.50
GIS Analyst		10.0	1.0	2.0	14.0								27.0	$152.25	$4,110.75
Project Professional I		16.0			10.0								26.0	$147.00	$3,822.00
Staff Professional II		16.0			10.0								26.0	$141.75	$3,685.50
Senior Technician					8.0								8.0	$136.50	$1,092.00
Staff Professional I	72.0	102.0	9.0	11.0	112.0								306.0	$131.25	$40,162.50
Technician					195.0								195.0	$105.00	$20,475.00
Administrative Professional	8.0				8.0								16.0	$102.90	$1,646.40
Total Labor	206.0	451.0	23.0	27.0	475.0								1,182.0		$215,996.55

DIRECT COSTS

PER TASK QUANTITY AND COST

Direct Cost	Unit Cost	Unit	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	Total Units	Totals
Vehicle	$115.00	Day		1.00			20.00								21.00	$2,415.00
Truck (Month)	$2,300.00	Month														
CAD/GIS Usage	$10.00	Hour		97.00	4.00	4.00									105.00	$1,050.00
Total Direct Costs				$1,085.00	$40.00	$40.00	$2,300.00								126.0	$3,465.00

REIMBURSABLE COSTS

PER TASK QUANTITY AND COST

Reimbursable	Unit Cost	Unit	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	Total Units	Total Cost	Class
Hyatt	$1.00	Each					10,000.00								10,000.00	$10,000.00	Non-minority
Pickett	$1.00	Each					15,000.00								15,000.00	$15,000.00	Non-minority
TRI	$1.00	Each															Non-minority
CPH	$1.00	Each															Non-minority
verdantas	$1.00	Each	26,842.00												26,842.00	$26,842.00	Non-minority
Tierra	$1.00	Each					35,000.00								35,000.00	$35,000.00	Non-minority
Meal Per Diem	$75.00	Day					20.00								20.00	$1,500.00	
Lodging, Hotel	$200.00	Day															
Postage & Freight	$1.00	LS															
Reimbursable Cost			$26,842.00				$61,500.00								$88,342.00		
G&A, 5.0% Reimbursables			$1,342.10				$3,075.00								$4,417.10		
Total Reimbursables Cost			$28,184.10				$64,575.00								$92,759.10		
Total Reimbursable Costs			$28,184.10				$64,575.00								$92,759.10		

TOTAL PROJECT COST

PER TASK LABOR AND COST

Totals	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	Totals
Total Labor	$44,805.60	$90,436.50	$4,410.00	$4,824.75	$71,519.70								$215,996.55
Total Direct Cost		$1,085.00	$40.00	$40.00	$2,300.00								$3,465.00
Reimbursable Cost	$26,842.00				$61,500.00								$88,342.00
G&A, 5.0% Reimbursable	$1,342.10				$3,075.00								$4,417.10
Total Reimbursables Cost	$28,184.10				$64,575.00								$92,759.10
Total Project Cost	$72,989.70	$91,521.50	$4,450.00	$4,864.75	$138,394.70								$312,220.65

Task 1 - Project Management and Communication
Task 2 - Kick-off Meeting/Basis of Design Workshop
Task 3 - Pre-application Meeting with FDEP Solid Waste Department
Task 4 - Pre-application Meeting with FDEP Stormwater Department
Task 5 - Field Activities
Task 6 - Utility Corridor
Task 7 - Solid Waste Permit Modification
Task 8 - ERP Permit Modification
Task 9 - Bid Support Services
Task 10 - Construction Phase Services
Task 11 - Material and Laboratory Testing Services
Task 12 - Certification of Construction Completion

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I Shane Fischer, PE, VP (insert name) as Vice President (insert title) on behalf of Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Shane Fischer, PE, VP
Title: Vice President,
Nongovernmental entity: SCS Engineers
Date: 12/18/2025

STATE OF Florida
COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by Shane Fischer, PE, VP as Vice President on behalf of SCS Engineers, who is personally known to me or who produced Personally Known to me as identification this 18 day of December, 2025.

Notary Public Renne Roman

(Notary Seal)

RENEE ROMAN
Notary Public - State of Florida
Commission # HH 437046
My Comm. Expires Sep 7, 2027
Bonded through National Notary Assn.

EXHIBIT B

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I Shane Fischer, PE, VP (insert name) as Vice President (insert title) on behalf of Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

2. I certify that Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (insert entity name) ("Vendor"):

3. a. Is not owned by the government of a foreign country of concern;

b. A government of a foreign country of concern does not have a controlling interest in Vendor; and

c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

Shane Fischer, PE, VP
Printed Name:

Title: Vice President
Nongovernmental entity: SCS Engineers
Date: 12/18/2025

STATE OF Florida
COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by Shane Fisher, PE, VP as Vice President on behalf of Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers, who is personally known to me or who produced Personally Known to me as identification this _____ day of 18 of December, 2025.

Renee Roman
Notary Public Renee Roman

(Notary Seal)

RENEE ROMAN
Notary Public - State of Florida
Commission # HH 437046
My Comm. Expires Sep 7, 2027
Bonded through National Notary Assn.

EXHIBIT C

DeSoto County

3/24/2026

Item #: 13.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Resolution

DEPARTMENT: Administration
SUBMITTED BY: **Brian Wagner**
PRESENTED BY: **Brian Wagner**

TITLE & DESCRIPTION:
Resolution/Budget Amendment Fiscal Year 2025/2026

REQUESTED MOTION:
To adopt a Resolution relating to the attached budget amendments affecting the 2025/2026 adopted budget.

SUMMARY:
The Resolution will approve the additions, corrections and redistribution of the 2025/2026 budget.

BACKGROUND:
Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026- ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Desoto County, Florida ("the Board") adopted an annual budget for Fiscal Year 2025/2026 as required by Florida law; and

WHEREAS, since its adoption, the Board has examined the adopted budget for Fiscal Year 2025/2026 and finds that amendments and supplements to the budget are necessary; and

NOW, THEREFORE, **BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

Section 2. That the adopted budget for Fiscal Year 2025/2026 is hereby amended and supplemented as provided in Budget Amendment 2026-66.

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 24th day of March 2026.

BOARD OF COUNTY COMMISSIONERS
ATTEST: OF DESOTO COUNTY, FLORIDA

_____ By: _____

Mandy Hines
County Administrator

Steve Hickox
Chairman

Approved as to form and legal sufficiency:

_____

Valerie Vicente
County Attorney

Department	Attachment	Amendment	Description
Special Projects/Utilities Ops & Utilities Capital WW	2	66	Transfer Peace River shoreline project funding to DCR expansion project. Transfer funds from Utilities Operations Reserves & Wastewater reserves to DCR expansion project.

2025/2026 Budget Amendments Packet 11
March 24, 2026

	Revenue Sources				Expenses Account Description	
Attachment	**General Fund**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Special Revenue**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment 2	**Capital Construction Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	625,000.00	Peace River Construction	307	66	625,000.00	Trsf. to Utilities Cap WW.
	$ 625,000.00				$ 625,000.00	
Attachment	**Enterprise Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	625,000.00	Trsf.from Special Projects	307	66	625,000.00	Construction Expansion to 1.4MGD
2	245,469.00	Utilities Ops Reserves	410	66	245,469.00	Trsf.to Utilities Cap WW.
2	245,469.00	Trsf. from Utilities Ops.	413	66	245,469.00	Construction Expansion to 1.4MGD
2	10,727,349.00	Wastewater Contingency	413	66	10,727,349.00	Construction Expansion to 1.4MGD
	$ 11,843,287.00				$ 11,843,287.00	
Attachment	**Agency Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
	$ 12,468,287.00	Total Debits			$ 12,468,287.00	Total Credits

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Special Projects/Utilities Capital Wastewater	Date	3/24/2026	Amendment #	2026-66

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
30770785819100413	Trsf. to Utilities Wastewater Capital		625,000.00		625,000.00	Transfer Peace River Shoreline DEMI Funding to Utilities Waste
30770785376300000	Peace River Construction	625,000.00		625,000.00	-	Water Capital for DCR expansion project.
41371085356302002	Construction Expansion to 1.4 MGD		625,000.00		625,000.00	
41300003810000307	Trsf.from Special Projects	-		625,000.00	625,000.00	
41070945819100413	TRSF to Utilities WW Capital	-	245,469.00		245,469.00	Transfer Utilities Operations Reserves to Utilities Wastewater
41070945369908000	Reserve for Contingency	3,409,097.75		245,469.00	3,163,628.75	Capital for DCR Expansion project.
41371085356302002	Construction Expansion to 1.4 MGD	625,000.00	245,469.00		870,469.00	
41300003810000410	TRSF From Utilities Operations	-		245,469.00	245,469.00	
41371085356302002	Construction Expansion to 1.4 MGD	870,469.00	10,727,349.00		11,597,818.00	Adjust Utilities Wastewater Reserves for DCR Expansion Project.
41370925359900000	Contingency	10,727,349.50		10,727,349.00	0.50	
					Summary	
					11,597,818.00	Budget Amendment
					2,000,000.00	STAG Already Budgeted
					5,200,850.00	FDEM Grant Already Budgeted
					18,798,668.00	Total Contract
					-	Variance
	Column TOTALS		12,468,287.00	12,468,287.00		$ -

APPROVALS

Board Chairman _____ Date: 3/24/2026

County Administrator _____ Date: 3/24/2026

Finance Director _____ Date: 3/24/2026

Budget Coordinator _____ Date: 3/24/2026

Entered By _____ Date: 3/24/2026

ATTACHMENT 2

DeSoto County

3/24/2026

Item #: 14.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Resolution

DEPARTMENT: Administration
SUBMITTED BY: **Sylvia Altman**
PRESENTED BY: **Mandy Hines**

TITLE & DESCRIPTION:
Resolution/Burn Ban/Drought Emergency expires

REQUESTED MOTION:
To adopt the Resolution ending the Burn Ban in DeSoto County

SUMMARY:
This Resolution ends the formal Resolution #2025-104 declaring that a drought emergency existed in DeSoto County.

BACKGROUND:
The Board now finds that conditions have improved and support ending of the drought emergency.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 2026-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, ENDING THE FORMAL RESOLUTION DECLARING THAT A DROUGHT EMERGENCY EXISTED IN DESOTO COUNTY AND PROVIDING AN EFFECTIVE DATE

WHEREAS the Board of County Commissioners of DeSoto County, Florida, on May 23, 2017, adopted Ordinance NO 2017-07, "The Emergency Drought Conditions Fire Hazard" Ordinance, and

WHEREAS, on November 18, 2025, the Board of County Commissioners of DeSoto County, Florida, approved a Declaration of Drought Emergency pursuant to Ordinance NO 2017-07, in order to protect the public health, safety and welfare; and

WHEREAS, the Board now finds that conditions have improved and support ending of the drought emergency

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:

1. The Board hereby ends the Formal Declaration of Drought Emergency adopted on November 18, 2025 by Resolution 2025-104.

2. This Resolution shall take effect immediately upon its adoption.

3. The County Administrator is hereby directed to send a certified copy of this Resolution to the Department of Agriculture, Division of Forestry, the DeSoto County Public Safety Department and Office of Emergency Management, and to the Sheriff of DeSoto County.

PASSED AND ADOPTED by the Board of County Commissioners of DeSoto County, Florida, this _____ **day of March, 2026.**

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

_____
Mandy Hines
COUNTY ADMINISTRATOR

By: _____
Steve Hickox
CHAIRMAN

Approved as to form and legal sufficiency:

_____
Valerie Vicente
COUNTY ATTORNEY

DeSoto County

3/24/2026

Item #: 15.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Resolution

DEPARTMENT: Planning & Zoning
SUBMITTED BY: **Laura McClelland**
PRESENTED BY: **John Osborne**

TITLE & DESCRIPTION:
Resolution to amend the Planning and Zoning Division fee schedule

REQUESTED MOTION:
A motion to adopt/deny the proposed resolution amending the Planning and Zoning Division fee schedule.

SUMMARY:
A spreadsheet of the fees charged by other jurisdictions was complied and compared to the fees charged by DeSoto County, this comparison shows DeSoto County fees are low compared to neighboring counties and very low compared to coastal counties.
The Board has the authority to establish a schedule of fees in accordance with Section 163.3174(2), Florida Statutes and the DeSoto County Land Development Code, Chapter 20, Code of Ordinances.

BACKGROUND:
Background of fee schedule
Ord. 1999-14 adopted August 24, 1999
Res. 2006-89 amended fees November 14, 2006 update of eng. fees
Res. 2008-01 amended fees January 8, 2008
Res. 2009-21 amended fees March 3, 2009
Res. 2012-57 amended fees November 13, 2012; general update
Res. 2015-82 amended fees December 15, 2015; added fees for recovery of outside consultant costs, liquor license, zoning verification, amend animal control fees.
Res. 2019-09 amended fees January 22, 2019 update of eng. fees (first update of eng. fees since 2006 per resolution)
Res. 2019-28 amended fees April 23, 2019 added temporary use permit fee exemption for 4H and FAA applicants and added fee for outdoor event permits
Res. 2024-062 amend fee for notice, notification mailers, sign posting

DESOTO COUNTY, FLORIDA
RESOLUTION 2026- ___

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING THE PLANNING AND ZONING DIVISION FEE SCHEDULE TO AID IN THE RECOVERY OF COSTS OF ADMINISTERING THE LAND DEVELOPMENT REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the DeSoto County Board of County Commissioners ("Board") has that authority to establish a schedule of fees in accordance with Section 163.3174(2), Florida Statutes and the DeSoto County Land Development Code, Chapter 20, Code of Ordinances; and

WHEREAS, on January 22, 2019, the Board adopted Resolution 2019-9 amending and restating the Planning and Zoning Division Fee Schedule; and

WHEREAS, on April 23, 2019, the Board adopted Resolution 2019-28 amending the Planning and Zoning Fee Schedule; and

WHEREAS, on September 10, 2024, the Board adopted Resolution 2024-062 amending the Planning and Zoning Fee Schedule; and

WHEREAS, on June 10, 2025 the Board adopted Resolution 2025-014 amending and restating the Planning and Zoning Division Fee Schedule; and

WHEREAS, on January 27, 2026, the Board adopted Resolution 2026-008, amending the Planning and Zoning Division Fee Schedule to establish a fee associated with the review of Family Homestead Exemptions Lots; and

WHEREAS, the Board finds that the various fees currently charged are no longer sufficient to recover the costs to the County of regulating zoning and development within the County; and

WHEREAS, the Board finds it necessary to further amend the Planning and Zoning Fee Schedule to aid in the recovery of costs; and

WHEREAS, the Board further finds that the fee schedule for the associated reviews by County staff are user fees that are reasonable and consistent with the costs of the administrative provisions of said services.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORDA, AS FOLLOWS:

SECTION 1. The findings and conclusions set forth in the above "Whereas Clauses" are adopted by the Board of County Commissioners.

SECTION 2. The Board of County Commissioners of DeSoto County hereby adopts the amendment to the Planning and Zoning Fee Schedule as set forth in Exhibit "A" hereto, providing for the update to aid in the recovery of costs of administering the Land Development Regulations.

SECTION 3. This Resolution shall be effective immediately upon its adoption in accordance with the law.

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 24th day of March 2026.

ATTEST:

BY: _____
Mandy Hines,
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steve Hickox,
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente,
County Attorney

Exhibit A

DESOTO COUNTY PLANNING AND ZONING DIVISION FEE SCHEDULE
Adopted March 24, 2026 Resolution 2026-__

A. ADMINISTRATIVE FEES			Cost	Type
1	**Copying**			
a.	8.5"x11" paper, black and white print		$ 0.25	Per Page
b.	8.5"x11" paper, color print		$ 0.75	Per Page
c.	8.5"x14" paper, black and white print		$ 0.35	Per Page
d.	8.5'x14' paper, color print		$ 1.25	Per Page
e.	11"x17" paper, black and white print		$ 1.50	Per Page
f.	11"x17" paper, color print		$ 3	Per Page
g.	2'x3' drawing and map, black and white print		$ 15	Per Page
h.	2'x3' drawing and map, color		$ 30	Per Page
i.	Compact Disc (CD)		$ 10	Per CD
2	**Mailing**		Actual cost	
3	**Notarizing (1)**		$ 7	Per Application
4	**Public Notice**			
a.	Legal Published Notice (2)		$ 150	Deposit plus Balance
b.	Notification Mailers (2) Print out / PDF		$ 25	Each Time Required
c.	Manufacturing			Agreement with sign company
d.	Each 4' x 4' sign		Actual Cost from Provider	Per Sign
e.	Each double-sided 4' x 8' sign		Actual Cost from Provider	Per Sign
5	**Researching (after 15 minutes)**		$ 35	Per Hour

B. APPLICATION FEES			Cost	Type
1	**Appeals**			
a.	To Development Director		$ 150	Per Application
b.	To the Development Review Committee		$ 150	Per Application
c.	To Board of Adjustment or Planning Commission (2)		$ 300	Per Application
d.	To Board of County Commissioners (2)		$ 300	Per Application
e.	Variance (2)		$ 300	Per Application
f.	Waiver (2) (3)		$ 250	Per Application
2	**Bio-solids Spreading and Hauling**			
a.	Annual Hauling Permit		$ 250	Per Truck
b.	Annual Land Spreading Permit			
c.	Maximum 2,000 net spreadable acres		$ 10,000	
d.	Maximum 5,000 net spreadable acres		$ 15,000	
e.	Over 5,000 net spreadable acres		$ 20,000	
f.	Research and Education Fee		$ 5	Per Net Acre
g.	Site Inspection (after 100 hours of time)		$ 70	Per Hour
3	**Certificate of Use**			
a.	Home occupation		$ -	FREE
b.	New use		$ -	FREE
c.	Change of use or expansion		$ -	FREE
4	**Community Development District**			
a.	Creation		$ 15,000	
b.	Termination		$ 1,500	
c.	Revision		$ 7,500	

5	**Comprehensive Plan Amendment (2)**			
a.	Future Land Use Map amendment		$ 3,200	
b.	Text amendment		$ 2,500	
6	**Development of Regional Impact (DRI) (4)**			
a.	Substantial Deviation (SD)/Notice of Proposed Change (NOPC)		$ 5,000	plus Consultant Deposit
b.	SD/NOPC Consultant Deposit		$ 10,000	
7	**Development Plan (2)**			
a.	Application		$ 1,500	
b.	Change of use (Only if changed parking/loading requirements)		$ 250	
8	**Excavation and Mining**			
a.	Type II Preliminary / Development Plan		$ 325	plus SEU Fee
b.	Type II Final / Improvement Plan		$ 1,200	plus IP Fee
c.	Type III Preliminary / Development Plan		$ 1,500	plus SEU Fee
d.	Type III Final / Improvement Plan		$ 2,250	plus IP Fee
e.	Type IV Preliminary / Development Plan		$ 3,750	plus SEU Fee
f.	Type IV Final / Improvement Plan		$ 7,500	plus IP Fee
g.	Transfer of Ownership or Operator		$ 1,500	Per Occurrence
9	**Family Homestead Exemption Lot**		$ 200	per lot
10	**Improvement Plan (IP)**			
a.	Residential Single-Family / Multi-family			
	1. 0-50 Lots / Units		$ 2,000	
	2. 51-100 Lots / Units		$ 2,500	
	3. 101-500 Lots / Units		$ 3,000	
	4. 501 or more Lots / Units		$ 10	Per Lot / Units
b.	Non- Residential			
	1. Up to 50,000 square feet		$ 2,000	
	2. 50,001- 100,000 square feet		$ 2,500	
	3. 100,001 square feet or more		$ 3,000	
11	**Land Development Regulations**			
a.	Interpretation Letter		$ 125	
b.	Text amendment		$ 1,500	
12	**Liquor License**			
a.	1-3 Day Event		$ 75	
b.	Beer and Wine		$ 100	
c.	All others		$ 250	
13	**Miscellaneous**			
a.	Medical Hardship		$ 50	
b.	Pre-Application Conference Basic (5)		$ 150	
c.	Pre-Application Conference with DRC leaders (5)		$ 500	
d.	Temporary Use Permit		$ 270	
e.	Four-H/FFA Temporary use permit		$ -	FREE
f.	Outdoor Event Permit		$ 50	
14	**Official Zoning District Atlas (Rezoning) (2)**			
a.	Non-PUD district		$ 1,500	
b.	PUD (6)		$ 4,500	
	1. Alternate Concept Development Plan (CDP)		$ 3,500	
	2. CDP amendment		$ 1,500	
	3. Administrative CDP amendment		$ 750	
c.	Development Bonus Density / Intensity Requests		$ 1,500	

15	**Phosphate Mining (2)**			
a.	Pre-Application Conference		$ 15,000	
b.	Consultant Deposit (7)		$ 40,000	
c.	Phosphate Mining Master Plan application		$ 35,000	
d.	Operating Permit application		$ 25,000	
e.	Revisions		$ 7,500	
f.	Mining Transfer Plan		$ 2,500	
g.	Annual Report		$ 7,500	
16	**Special Exception Use (SEU) (1)**			
a.	SEU		$ 1,300	
17	**Subdivision and Platting**			
a.	Administrative Subdivision		$ 350	
b.	Minor Plat (Up to 6 lots)		$ 750	
c.	Minor Plat Revision		$ 350	
d.	Major Plat			
	1. 7-100 lots		$ 1,000	
	2. 101- 500 lots		$ 2,000	
	3. 501 or more lots		$ 3,000	
	4. Revisions		$ 750	
18	**Vacation (Plat or right-of-way) (2)**		$ 825	
19	**Vested Rights Determination**		$ 500	
20	**Zoning Verification Certificate (ZVC)**			
a.	Pre-Development (8)			
	1. Land clearing, right-of-way, & utilities		$ -	FREE
	2. Type I Excavation		$ 125	
b.	Minor ZVC (under 1,000 square feet)		$ 50	
c.	Major ZVC (1,000 square feet or more)		$ 100	

NOTES:	
(1)	The Planning and Zoning Division is limited to notarizing only those applications processed by the Development Department, such as applications listed in this fee schedule and the Building and Engineering Division fee schedules.
(2)	Additional fees are due for advertising and notification mailers. Signs will incur additional costs and may incur additional fees.
(3)	Waivers are allowed under Section 20-144(f)(13)(c) for Planned Unit Developments, Section 20-762(2) for eminent domain, and Sections 20-972, 973, and 974 for phosphate mining.
(4)	This fee pays for staff review of the application. In addition to this fee, all fees associated with, but not limited to, any consultant, court reporter, or attorneys outside of County staff, which the County deems necessary to employ to assist in the review of the DRI application shall be subject to an additional consultant deposit. At a minimum, a transportation consultant and outside attorney will be utilized for the Developer's agreement and Development order. Review of substantial deviations or other amendments require initial $10,000.00 deposit. Once 75% of the deposit is depleted, the applicant shall pay additional funds in increments of 50% of the review deposit to cover the anticipated costs of additional review by County staff, consultant and attorneys. No hearing before the Planning Commission or the Board of County Commissioners will be noticed or held if the applicant has not paid all funds due prior to scheduling and noticing of said hearings. The County will refund any excess monies once all related charges have been paid.
(5)	This Pre-Application Conference does not apply to Phosphate Mining Pre-Application Conference.
(6)	The Planning Unit Development (PUD) application fee is in lieu of the Official Zoning District Atlas application fee for all other zoning districts.

(7)	Fee is payable 60 days prior to submission of the Phosphate Mining Master Plan application. If there are funds remaining from the Pre-Application Process fee at the time this Consultant Deposit is due, those remaining funds will be credited toward the amount of the Consultant Deposit. This Deposit must be replenished with additional funds from the applicant whenever it falls below $10,000 in order to reinstate the initial $40,000 deposit. The County will provide cost substantiation for each deposit of additional funds. This deposit will be used to pay for staff, consultant, and attorney review time and to pay necessary related expenses during the application, operations, and reclamation processes.
(8)	Pre-Development includes land clearing, excavation and fill, right-of-way access and culverts, and utilities. Pre-Development as an adjunct of development as defined in §380.04, F.S. will necessitate either a Minor or Major ZVC and fee. An Engineering Division permit and fee are required for right-of-way access and culverts, and utilities.

Application Type*	Current Fee	Est. Revenue w/ Current Fees	Avg. Fee of Comparison Counties	Est. Revenue w/ Average Fee	Diff. in Revenue	Current Fee plus 50% Inc.	Est. Revenue w/ Average Fee	Diff. in Revenue	Highest Fee of Comparison Counties	Est. Revenue w/ Highest Fee	Diff. in Revenue	GSA Recc	Increase	% Inc.	Est Revenue	Sarasota Base Fees* ** ***	Charlotte Base	GSA Recc Notes
Comp Plan Amend-Map	$1,000	$2,500	$2,145	$5,363	$2,863	$1,500	$3,750	$1,250	$3,200	$8,000	$5,500	$ 3,200	$ 2,200	69%	$ 8,000	$ 5,000	$ 2,500	Increase to highest. Lots of time involved whether County or privately initiated, all notice activites are in-house (notice, newspaper, sign handling, presentations, etc.). Limited in-house reviewers.
Comp Plan Amend-Text	$1,250	$1,563	$1,630	$2,038	$475	$1,875	$2,344	$781	$2,500	$3,125	$1,563	$ 2,500	$ 1,250	50%	$ 3,125	$ 5,000	$ 2,500	Increase to highest. Lots of time involved whether County or privately initiated, all notice activites are in-house (notice, newspaper, sign handling, presentations, etc.).Limited in-house reviewers.
Development Plan	$250	$3,000	$935	$11,220	$8,220	$375	$4,500	$1,500	$2,000	$24,000	$21,000	$ 1,500	$ 1,250	83%	$ 18,000	$2,500 non-res / $5,000 res	$815 plus $1 per lot/unit res, $950 plus $70 per lot/unit non-res	Increase to average plus. While lighter review, still requires staff report and all notice activites are in-house (notice, newspaper, sign handling, presentations, etc.). Limited in-house reviewers.
Improvement Plan	$1,000	$15,500	$1,350	$20,925	$5,425	$1,500	$23,250	$7,750	$3,000	$46,500	$31,000	$ 2,500	$ 1,500	60%	$ 38,750	$2,300 non-res / $3,750 res	$815 plus $1 per lot/unit res, $950 plus $70 per lot/unit non-res	Increase to average plus. Full civil site plan set. More indepth review that includes traffic concurrency, safety, operations analysis. Utility concurrency and coordination. Presentations if PUD. Limited in-house reviewers.
LDR Amend	$750	$1,688	$1,190	$2,678	$990	$1,125	$2,531	$844	$1,950	$4,388	$2,700	$ 1,500	$ 750	50%	$ 3,375	$ 1,000	NA	Increase to average plus. Still requires staff report and all notice activites are in-house (notice, newspaper, presentations, etc.). Limited in-house reviewers.
Pre-Application meeting (not always tracked)	$0	$0	$0	$0	$0	$0	$0	$0	$400	$6,700	$6,700	150 / 500	150 / 500	100%	$ 3,250	$ 350	$150 SF res / $200 MF or non-res	Zero cost recovery now. Recommend $150 for basic preapp with Planning staff and $500 expanded meeting with senior DRC leaders.
Rezone	$1,000	$9,000	$1,270	$11,430	$2,430	$1,500	$13,500	$4,500	$1,950	$17,550	$8,550	$ 1,500	$ 500	33%	$ 13,500	$ 7,500	$ 2,490	Increase to average plus. Still requires staff report and all notice activites are in-house (notice, newspaper, presentations, sign, etc.). Limited in-house reviewers.
Rezone to PUD	$2,000	$7,000	$2,480	$8,680	$1,680	$3,000	$10,500	$3,500	$3,950	$13,825	$6,825	$ 4,500	$ 2,500	56%	$ 15,750	$ 7,500	$ 4,540	Increase to highest plus. Review of PUD Concept plan, rezone, traffic, and still requires staff report and all notice activites are in-house (notice, newspaper, sign handling, presentations, etc.). Limited other in-house reviewers.
Special Exception	$750	$9,375	$1,010	$12,625	$3,250	$1,125	$14,063	$4,688	$1,300	$16,250	$6,875	$ 1,300	$ 550	42%	$ 16,250	$ 7,500	$ 880	Increase to highest. Extensive review requires staff report and all notice activites are in-house (notice, newspaper, sign handling, presentations, etc.). Limited in-house reviewers.
Plat-Minor	$350	$7,788	$750	$16,688	$8,900	$525	$11,681	$3,894	$2,000	$44,500	$36,713	$ 750	$ 400	53%	$ 16,688	$ 4,050	$ 4,540	Increase to average. Limited reviewers in-house.
Plat-Major	$2,000	$8,500	$1,710	$7,268	-$1,233	$3,000	$12,750	$4,250	$3,000	$12,750	$4,250	$ 3,000	$ 1,000	33%	$ 12,750	$ 4,050	$ 4,540	Increase to highest. Extensive review requires staff report and all notice activites are in-house (notice, newspaper, sign handling, presentations, etc.). Limited in-house reviewers.
Temporary Use	$150	$2,175	$270	$3,915	$1,740	$225	$3,263	$1,088	$500	$7,250	$5,075	$ 270	$ 120	44%	$ 3,915	$ 650	$300 / $1,000	Increase to average. Limited reviewers in-house.
Vacation	$700	$700	$825	$825	$125	$1,050	$1,050	$350	$2,500	$2,500	$1,800	$ 825	$ 125	15%	$ 825	$ 3,750	$ 1,410	Increase to average. While lighter review, still requires staff report and all activites are in-house (notice, newspaper, sign handling, presentations, etc.)
Variance	$300	$300	$510	$510	$210	$450	$450	$150	$650	$650	$350	$ 650	$ 350	54%	$ 650	$ 1,200	$ 880	Increase to highest. Can be light or extensive review. Requires staff report and all activites are in-house (notice, newspaper, sign handling, presentations, etc.)
Total		**$69,088**		**$104,163**	**$35,075**		**$103,631**	**$34,544**		**$207,988**	**$138,900**			53%	$ 154,828			
				34%						133%					55%			

NOTES

Colors = Time; red - most time in review; yellow - med. Amount of time; Green - least amount of overall staff time.

*Sarasota County has resubmittal fees for third resubmittal and each subsequent

** Additional "per acre" fees ranging from $115 to $500 for subdivision, construction, and commercial site plan

*** Additional fee of $1,000 for traffic concurrency study

DESOTO COUNTY PLANNING AND ZONING DIVISION
RECOMMENDED CHANGES TO FEE SCHEDULE

A. ADMINISTRATIVE FEES			Cost	Type	Proposed Change	Reason
1	**Copying**					
a.	8.5"x11" paper, black and white print		$ 0.15	Per Page	$ 0.25	GSA recommended fee
b.	8.5"x11" paper, color print		$ 0.25	Per Page	$ 0.75	GSA recommended fee
c.	8.5"x14" paper, black and white print		$ 0.25	Per Page	$ 0.35	GSA recommended fee
d.	8.5'x14' paper, color print		$ 0.35	Per Page	$ 1.25	GSA recommended fee
e.	11"x17" paper, black and white print		$ 1	Per Page	$ 1.50	GSA recommended fee
f.	11"x17" paper, color print		$ 2	Per Page	$ 3	GSA recommended fee
g.	2'x3' drawing and map, black and white print		$ 10	Per Page	$ 15	GSA recommended fee
h.	2'x3' drawing and map, color		$ 15	Per Page	$ 30	GSA recommended fee
i.	Compact Disc (CD)		$ 5	Per CD	$ 10	GSA recommended fee
2	**Mailing**		Actual cost	Actual cost		
3	**Notarizing (1)**		$ 5	Per Application	$ 7	
4	**Public Notice**					
a.	Legal Published Notice (2)		$ 150	Deposit + Balance		
b.	Notification Mailers (2) Print out / PDF		$ 150	Each Time Required	$ 25	Provide list of property owners for notice requirements, but applicant now responsible for mailing.
c.	~~Posted Sign Notice~~					Change to applicant responsibility. Applicant will provide affidavit of posting of signs and photos.
~~d.~~ c.	Manufacturing			Agreement with sign company		
~~e.~~ d.	~~Optional County Installation & Removal~~					Change to applicant responsibility
~~f.~~ e.	Each 4' x 4' sign		$ 75	Per Sign	Actual cost of sign from provider	Applicant will pick up sign and pay provider directly and install.
~~g.~~ f.	Each double-sided 4' x 8' sign		$ 200	Per Sign	Actual cost of sign from provider	Applicant will pick up sign and pay provider directly and install.
5	**Researching (after 15 minutes)**		$ 25	Per Hour	$ 35	GSA recommended fee

B. APPLICATION FEES			Cost	Type	Proposed Change	Reason
1	**Appeals**					
a.	To Development Director		$ 75	Per Application	$ 150	GSA recommended fee
b.	To the Development Review Committee		$ 100	Per Application	$ 150	GSA recommended fee
c.	To Board of Adjustment or Planning Commission (2)		$ 150	Per Application	$ 300	GSA recommended fee
d.	To Board of County Commissioners (2)		$ 150	Per Application	$ 300	GSA recommended fee
e.	Variance (2)		$ 300	Per Application		
f.	Waiver (2) (3)		$ 250	Per Application		
2	**Bio-solids Spreading and Hauling**					
a.	Annual Hauling Permit		$ 250	Per Truck		
b.	Annual Land Spreading Permit					
c.	Maximum 2,000 net spreadable acres		$ 10,000			
d.	Maximum 5,000 net spreadable acres		$ 15,000			
e.	Over 5,000 net spreadable acres		$ 20,000			
f.	Research and Education Fee		$ 5	Per Net Acre		
g.	Site Inspection (after 100 hours of time)		$ 35	Per Hour	$ 70	GSA recommended fee
3	**Certificate of Use**					
a.	Home occupation		$ -	FREE		
b.	New use		$ -	FREE		
c.	Change of use or expansion		$ -	FREE		
4	**Community Development District**					
a.	Creation		$ 15,000			
b.	Termination		$ 1,500			
c.	Revision				$ 7,500	existing.
5	**Comprehensive Plan Amendment (2)**					
a.	Future Land Use Map amendment		$ 1,000		$ 3,200	GSA recommended fee
b.	Text amendment		$ 1,250		$ 2,500	GSA recommended fee

6	**Development of Regional Impact (DRI) (4)**					
a.	Substantial Deviation (SD)/Notice of Proposed Change (NOPC)		$ 5,000	plus Consultant Deposit		
b.	SD/NOPC Consultant Deposit		$ 10,000			
7	**Development Plan (2)**					
a.	~~Initial Filing~~ Application		$ 250		$ 1,500	GSA recommended fee
~~b.~~	~~Resubmittal~~		~~$ 100~~		$ -	Recommend removal. Resubmittals with changes require full DRC review.
~~c.~~	~~Modification~~		~~$ 150~~		$ -	Recommend removal. Resubmittals with changes require full DRC review.
~~d.~~ b.	Change of use (Only if changed parking/loading requirements)		$ 100		$ 250	GSA recommended fee
8	**Excavation and Mining**					
a.	Type II Preliminary / Development Plan		$ 200	plus SEU Fee	$ 325	GSA recommended fee
b.	Type II Final / Improvement Plan		$ 800	plus IP Fee	$ 1,200	GSA recommended fee
c.	Type III Preliminary / Development Plan		$ 1,000	plus SEU Fee	$ 1,500	GSA recommended fee
d.	Type III Final / Improvement Plan		$ 1,500	plus IP Fee	$ 2,250	GSA recommended fee
e.	Type IV Preliminary / Development Plan		$ 2,500	plus SEU Fee	$ 3,750	GSA recommended fee
~~f.~~	~~Type IV Revisions~~		~~$ 1,250~~			Recommend removal. Resubmittals with changes require full DRC review.
~~g.~~ f.	Type IV Final / Improvement Plan		$ 5,000	plus IP Fee	$ 7,500	GSA recommended fee
~~h.~~ g.	Transfer of Ownership or Operator		$ 1,000	Per Occurrence	$ 1,500	GSA recommended fee
~~i.~~	~~Excavation Area Extension~~		~~$~~	~~One Half Preliminary~~		Recommend removal. Resubmittals with changes require full DRC review.
9	**Family Homestead Exemption Lot**		$ 200.00			
10	**Improvement Plan (IP)**					
a.	Residential Single-Family / Multi-family					
	1. 0-50 Lots / Units		$ 1,000		$ 2,000	GSA recommended fee
	2. 51-100 Lots / Units		$ 1,500		$ 2,500	GSA recommended fee
	3. 101-500 Lots / Units		$ 2,000		$ 3,000	GSA recommended fee
	4. 501 or more Lots / Units		$ 4	Per Lot / Units	$ 10	GSA recommended fee
b.	Non- Residential ~~and Multi-Family~~					
	1. Up to 50,000 square feet		$ 1,000		$ 2,000	GSA recommended fee
	2. 50,001- 100,000 square feet		$ 1,500		$ 2,500	GSA recommended fee
	3. 100,001 square feet or more		$ 2,000		$ 3,000	GSA recommended fee
~~c.~~	~~Place of Worship~~		~~$ 500~~			Consolidate for consistency
~~d.~~	~~Revisions of unapproved Improvement Plan~~		~~$ -~~	~~$ ½ Original Fee~~		Fee amendments are in line with current F.S.
~~e.~~	~~Amendment to approved Improvement Plan~~		~~$~~	~~$ ½ Original Fee~~		Recommend removal. Resubmittals with changes require full DRC review.
~~f.~~	~~Notice to Proceed~~		~~$ 100~~			Provided with approval of IP
11	**Land Development Regulations**					
a.	Interpretation Letter		$ 75		$ 125	GSA recommended fee
b.	Text amendment		$ 750		$ 1,500	GSA recommended fee
12	**Liquor License**					
a.	1-3 Day Event		$ 25		$ 75	GSA recommended fee
b.	Beer and Wine		$ 100			
c.	All others		$ 250			
13	**Miscellaneous**					
a.	Medical Hardship		$ 50			
b.	Pre-Application Conference Basic (5)		$ -	FREE	$ 150	GSA recommended fee
c.	Pre-Application Conference with DRC leaders (5)				$ 500	Recommend abilty to have management level preapp when applicant desires.
~~d.~~ c.	Temporary Use Permit		$ 150		$ 270	GSA recommended fee
~~e.~~ d.	Four-H/FFA Temporary use permit		$ -	FREE		
~~f.~~ e.	Outdoor Event Permit		$ 50			
14	**Official Zoning District Atlas (Rezoning) (2)**					
a.	Non-PUD district		$ 1,000		$ 1,500	GSA recommended fee

b.	PUD (6)		$ 2,000		$ 4,500	GSA recommended fee
	1. Alternate Concept Development Plan (CDP)		$ 1,250		$ 3,500	GSA recommended fee
	2. CDP amendment		$ 750		$ 1,500	GSA recommended fee
	3. Administrative CDP amendment		$ 500		$ 750	GSA recommended fee
c.	Development Bonus Density / Intensity Requests		$ 1,000		$ 1,500	GSA recommended fee
15	**Phosphate Mining (2)**					
a.	Pre-Application Conference		$ 15,000			
b.	Consultant Deposit (7)		$ 40,000			
c.	Phosphate Mining Master Plan application		$ 35,000			
d.	Operating Permit application		$ 25,000			
e.	Revisions		$ 7,500			
f.	Mining Transfer Plan		$ 2,500			
g.	Annual Report		$ 7,500			
16	**Special Exception Use (SEU) (1) ~~(8)~~**					
a.	~~Minor~~ SEU		$ 300		$ 1,300	GSA recommended fee
~~b.~~	~~Major SEU~~		~~$ 750~~			Consolidate for consistency
~~c.~~	~~Place of Worship~~		~~$ -~~	~~FREE~~		Consolidate for consistency
17	**Subdivision and Platting**					
a.	Administrative Subdivision		$ 200		$ 350	GSA recommended fee
b.	Minor Plat (Up to 6 lots)		$ 350		$ 750	GSA recommended fee
c.	Minor Plat Revision		$ 150		$ 350	GSA recommended fee
d.	Major Plat					
	1. 7-100 lots		$ 600		$ 1,000	GSA recommended fee
	2. 101- 500 lots		$ 1,000		$ 2,000	GSA recommended fee
	3. 501 or more lots		$ 2,000		$ 3,000	GSA recommended fee
	4. Revisions		$ 200		$ 750	GSA recommended fee
18	**Vacation (Plat or right-of-way) (2)**		$ 700		$ 825	GSA recommended fee
19	**Vested Rights Determination**		$ 500			
20	**Zoning Verification Certificate (ZVC)**					
a.	Pre-Development ~~(9)~~ (8)					
	1. Land clearing, right-of-way, & utilities		$ -	FREE		
	2. Type I Excavation		$ 100		$ 125	GSA recommended fee
b.	Minor ZVC (under 1,000 square feet)		$ 40		$ 50	GSA recommended fee
c.	Major ZVC (1,000 square feet or more)		$ 80		$ 100	GSA recommended fee

NOTES:

(1)	The Planning and Zoning Division is limited to notarizing only those applications processed by the Development Department, such as applications listed in this fee schedule and the Building and Engineering Division fee schedules.
(2)	Additional fees are due for advertising and notification mailers. Signs will incur additional costs and may incur additional fees.
(3)	Waivers are allowed under Section 20-144(f)(13)(c) for Planned Unit Developments, Section 20-762(2) for eminent domain, and Sections 20-972, 973, and 974 for phosphate mining.
(4)	This fee pays for staff review of the application. In addition to this fee, all fees associated with, but not limited to, any consultant, court reporter, or attorneys outside of County staff, which the County deems necessary to employ to assist in the review of the DRI application shall be subject to an additional consultant deposit. At a minimum, a transportation consultant and outside attorney will be utilized for the Developer's agreement and Development order. Review of substantial deviations or other amendments require initial $10,000.00 deposit. Once 75% of the deposit is depleted, the applicant shall pay additional funds in increments of 50% of the review deposit to cover the anticipated costs of additional review by County staff, consultant and attorneys. No hearing before the Planning Commission or the Board of County Commissioners will be noticed or held if the applicant has not paid all funds due prior to scheduling and noticing of said hearings. The County will refund any excess monies once all related charges have been paid.
(5)	This Pre-Application Conference does not apply to Phosphate Mining Pre-Application Conference.
(6)	The Planning Unit Development (PUD) application fee is in lieu of the Official Zoning District Atlas application fee for all other zoning districts.
(7)	Fee is payable 60 days prior to submission of the Phosphate Mining Master Plan application. If there are funds remaining from the Pre-Application Process fee at the time this Consultant Deposit is due, those remaining funds will be credited toward the amount of the Consultant Deposit. This Deposit must be replenished with additional funds from the applicant whenever it falls below $10,000 in order to reinstate the initial $40,000 deposit. The County will provide cost substantiation for each deposit of additional funds. This deposit will be used to pay for staff, consultant, and attorney review time and to pay necessary related expenses during the application, operations, and reclamation processes.
(8)	~~A SEU that is specifically listed in Land Development Regulations Article II, Zoning Districts and Requirements, Division 4, Zoning Districts, is a Major SEU. A SEU listed anywhere else in the Land Development Regulations is a Minor SEU.~~
~~(9)~~	Pre-Development includes land clearing, excavation and fill, right-of-way access and culverts, and utilities. Pre-Development as an adjunct of development as defined in §380.04, F.S. will necessitate either a Minor or Major ZVC and fee. An Engineering Division permit and fee are required for right-of-way access and culverts, and utilities.

DeSoto County

3/24/2026

Item #: 16.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☒ Public Hearing Amendment

DEPARTMENT: Administration
SUBMITTED BY: **Peggy Waters**
PRESENTED BY: **Valerie Vicente**

TITLE & DESCRIPTION:
Amendment No. 1 to the Third Garbage Franchise Agreement

REQUESTED MOTION:
To Approve Amendment No. 1 to the Third Garbage Franchise Agreement between DeSoto County and Womack Sanitation, Inc.

SUMMARY:
This item seeks Board approval of Amendment No. 1 to the Third Garbage Franchise Agreement between DeSoto County and Womack Sanitation, Inc. The amendment authorizes a capped annual CPI adjustment to the hauling portion of the rate upon the request of Womack, while leaving all other terms of the Agreement unchanged.

BACKGROUND:
On September 24, 2024, the Board approved the Third Garbage Franchise Agreement with Womack Sanitation, Inc., extending the exclusive residential solid waste collection franchise through October 1, 2034. The Agreement provides that the Board annually establishes the residential solid waste assessment rate by Resolution. The Third Garbage Franchise Agreement does not provide for a CPI-based adjustment in the rates, however, in previous years, dating back to 2019, a CPI-based adjustment was provided for in the franchise agreement subject to certain limitations. On November 18, 2025, a consensus of the Board was reached to amend the Third Garbage Franchise Agreement to restore a CPI-based rate adjustment within the franchise agreement.
The proposed Amendment No. 1 effectuates the Board's direction at the November 18, 2025 Board meeting, and revises Sections 5 and 6 of the Agreement to provide that if timely requested, a CPI adjustment shall be provided and applied solely to the hauling portion of the rate in accordance with the industry-specific Consumer Price Index for Water and Sewer and Trash Collection Services (CURS0000SEHG02), subject to a maximum increase of six percent (6%) and a floor of zero percent (0%) per Fiscal Year. The industry specific CPI utilized is the same as what was utilized in Resolution Nos.

2023-110 and 2024-067.
All other terms of the Agreement remain unchanged.

FUNDS:
Budget Amount: **n/a**
Actual Agenda Item Cost: **n/a**
Account Number: **n/a**
Explanation: **n/a**

AMENDMENT No. 1
TO THE THIRD GARBAGE FRANCHISE AGREEMENT

THIS FIRST AMENDMENT TO THE THIRD GARBAGE FRANCHISE AGREEMENT between DeSoto County, Florida a political subdivision of the State of Florida (the "County") and **WOMACK SANITATION, INC.,** of Arcadia, DeSoto County, Florida ("Womack"), dated September 24, 2024 (the "Third Franchise Agreement" or "Agreement") is entered into by and between the County and Womack. Collectively, the County and Womack shall be referred to as "Parties" or individually as a "Party."

RECITALS

WHEREAS, pursuant to Sections 5-96 through 5-104, and Sections 9-31 through 9-59, of the DeSoto County Code of Ordinances (the "Ordinances"), the Parties entered into a First Franchise Agreement dated August 9, 2005 (hereinafter referred to as the "First Franchise Agreement") which provided that Womack would be the exclusive franchisee for solid waste collection in DeSoto County until October 22, 2014; and

WHEREAS, the Parties extended the First Franchise Agreement on June 10, 2014, until October 1, 2024, in accordance with the terms set forth therein (hereinafter referred to as the "Second Franchise Agreement"); and

WHEREAS, the Parties extended the Second Franchise Agreement on September 24, 2024, until October 1, 2034, in accordance with, and subject to, the terms set forth therein, which superseded and replaced all earlier agreements (hereinafter referred to as the "Third Franchise Agreement"); and

WHEREAS, pursuant to Section 5 of the Third Franchise Agreement, the Board of County Commissioners (the "Board") is required to establish and annually amend rates to be charged for residential solid waste collection, and in accordance with Section 6 therein, Womack shall accept the rates and assessment established by Resolution approved annually by the Board as the fee for performing the residential service specified in the Ordinances; and

WHEREAS, the Parties wish to amend the terms of the Third Franchise Agreement to provide for the provision of a CPI adjustment to the hauling portion of the residential solid waste collection, as more particularly set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Amending Section 5. Section 5 of the Agreement shall be deleted in its entirety and replaced with the following language:

5. Reserved.

2. Amending Section 6. Section 6 of the Agreement shall be deleted in its entirety and replaced with the following language:

> 6. Womack's duties under this Third Franchise Agreement shall consist of providing the services outlined in the Ordinances cited above. Womack shall accept the rates and assessment established by Resolution approved annually the Board of County Commissioners as the fee for performing the residential service specified in the Ordinances, with the Fiscal Year 2025- 2026 rate being $239.30 per Residential Dwelling Unit. Notwithstanding the foregoing, Womack may submit a written request to the County for a CPI adjustment provided the request is submitted no later than June 1st prior to the Fiscal Year to which the new rate would apply. Said request must be accompanied by supporting documentation of the relevant Consumer Price Index. If timely requested, a CPI adjustment shall be provided and applied solely to the hauling portion of the rate in accordance with the industry-specific Consumer Price Index for Water and Sewer and Trash Collection Services (CURS0000SEHG02), subject to a maximum increase of six percent (6%) and a floor of zero percent (0%) per Fiscal Year, and only until the total rate reaches a maximum of $304.70.

3. Other Provisions Remain in Effect. With the exception of the amendments made to Section 5 and Section 6 set forth above, all other provisions of the Third Garbage Franchise Agreement dated September 24, 2024, shall remain unchanged and in full for and effect.

4. Conflicting Provisions. The terms, statements, requirements, or provisions contained in this Amendment No. 1 shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment, including but not limited the Agreement dated September 24, 2024.

5. Effective Date. The effective date of this Amendment No. 1 shall be March 24, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year last written below.

WOMACK SANITATION, INC.

WITNESSES:

BY: _____
Aubrey Womack Schurlknight
President

_____

_____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

_____
Steven Hickox, Chairman

Date: _____

ATTEST:

_____
Mandy Hines, County Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Valerie Vicente, County Attorney

DeSoto County

3/24/2026

Item #: 17.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☒ Public Hearing Ordinance

DEPARTMENT: Planning & Zoning
SUBMITTED BY: **Laura McClelland**
PRESENTED BY: **Misty Servia**

TITLE & DESCRIPTION:
Ordinance / Land Development Regulation Amendment Family Homestead (LDR-0011-2025)

REQUESTED MOTION:
A motion to adopt/deny the proposed ordinance amending the Land Development Regulation reducing the minimum acreage of the parent parcel required to qualify for the family homestead exemption from 30 acres to 25 acres, and to clarify that the minimum 5-year ownership requirement for the parent parcel can be ownership by the applicant or the immediate family member.

SUMMARY:
Amending the Land Development Regulations regarding Family Homesteads to reduce the minimum acreage of the parent parcel and to clarify the minimum 5-year ownership requirement.

BACKGROUND:
On January 27, 2026, the Board adopted Ordinance 2026-001 amending the County Land Development Regulations to implement standards and requirements when subdividing land under the family homestead exemption; following the adoption of Ordinance 2026-001, the Board determined that it would be in the best interest of the County to reduce the minimum acreage of the parent parcel required to qualify for the family homestead exemption, and to clarify that the minimum 5-year ownership requirement for the parent parcel can be ownership by the applicant or the immediate family member.

DESOTO COUNTY, FLORIDA

ORDINANCE NO._____

AN ORDINANCE OF DESOTO COUNTY, FLORIDA, AMENDING SECTION 20-233 "FAMILY HOMESTEAD EXEMPTION," TO ARTICLE III "SUBDIVISION PROCEDURES" OF CHAPTER 20 OF THE COUNTY'S LAND DEVELOPMENT REGULATIONS TO REVISE THE MINIMUM ACREAGE REQUIREMENTS FOR A PARENT PARCEL; CLARIFYING AND MODIFYING OWNERSHIP AND ELIGIBILITY REQUIREMENTS, INCLUDING PROVISIONS FOR CONTINUOUS OWNERSHIP AND INTRA-FAMILY CONVEYANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3179, F.S., titled "Family Homestead," permits local governments to include a comprehensive plan provision that allows the use of a parcel of property solely as a homestead by an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the person who conveyed the parcel to said individual, notwithstanding the density or intensity of use assigned to the parcel in the plan; and

WHEREAS, pursuant to the aforementioned statute, the DeSoto County (the "County") Board of County Commissioners (the "Board") adopted a new Policy 1.1.15 to its Future Land Use Element of the County's Comprehensive Plan to provide for the "Family Homestead" provision; and

WHEREAS, on January 27, 2026, the Board adopted Ordinance 2026-001 amending the County Land Development Regulations to implement standards and requirements when subdividing land under the family homestead exemption; and

WHEREAS, following the adoption of Ordinance 2026-001, the Board determined that it would be in the best interest of the County to reduce the minimum acreage of the parent parcel required to qualify for the family homestead exemption, and to clarify that the minimum 5-year ownership requirement for the parent parcel can be ownership by the applicant or the immediate family member; and

WHEREAS, the Planning Commission considered the amendment to the Land Development Regulations at a meeting on March 3, 2026, and recommended adoption by a vote of 4-0; and

WHEREAS, the Board considered the recommendation of the Planning Commission and further finds that adoption of this ordinance is in the best interest of the residents of DeSoto County and serves a proper public purpose; and

WHEREAS, the Board has properly noticed and held a public hearing on March 24, 2026, prior to adopting this Ordinance.

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

Section 1. Incorporation of Recitals. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Amendment to Section 20-233 of the DeSoto County Code of Ordinances. Section 20-233 of Article III of Chapter 20, of the DeSoto County Code of Ordinances is hereby amended as follows:

20-233. Family Homestead Exemption

***

(b) Application shall include the applicable fee established by the Board of County Commissioners and the following when submitted to the Development Department and be administratively reviewed.

(1) A Certified Boundary Survey (signed & sealed) and Legal Description(s) created within 1-year of application, titled as “Boundary Survey for Family Homestead Exemption”, accompanied by an attorney opinion of title or a title search report, with the following information on the survey:

a. North Arrow, Scale, Legend, Key Map, and Legal Description(s);
b. Dimensions of the proposed parcel(s) and all property lines, and the lot area for each parcel, including permanent reference monuments (PRMs);
c. All structures located within 50’ of new lot lines (for both the proposed parcel and for contiguous lots) or a note stating that none exist;
d. Existing onsite driveways, well/septic, and public utilities (for both the proposed parcel and within 300 feet for contiguous lots), or a note stating that none exist. An ingress/egress easement shall be provided for the driveway if it will be used to provide access to the Family Homestead Lots.
e. Existing easements, platted and maintained rights-of-way within and contiguous to proposed lot(s) or a note stating that none exist;

f. Any encumbrances identified in the title opinion or title search report and a note stating, “the survey was prepared with the benefit of a title report.”

g. Updated access easement if an existing private street is used for access to new lot(s).

(2) Deed of the parent parcel showing the applicant or an immediate family member has owned the parent parcel, or any portion thereof that is being recombined to create the parent parcel, for a minimum of five (5) years;

(3) Proposed covenants and restrictions provided by subsection (d), executed by the applicant; and

(4) An affidavit made jointly by the applicant/owner and the immediate family member to whom a portion of the property is intended to be conveyed, devised, or transferred, on a form provided by the Development Department, and verifying the following:

a. The Parent parcel and the proposed Family Homestead Exemption lot;

b. The intended recipient of the land is an immediate family member of the person from whom the parcel is conveyed, devised, or transferred, as defined in Policy 1.1.15 of the Future Land Use Element, DeSoto County Comprehensive Plan, and is legally eligible to own fee simple title to homestead property under Florida law.

(c) Requirements for approval:

(1) Existing parent parcel shall be a minimum of ~~thirty (30)~~ twenty-five (25) acres, located in the A-10 or A-5 zoning districts, is a legal lot of record, and owned a minimum of five (5) consecutive years by the person who plans to convey property under this exemption or by an immediate family member. For purposes of the family homestead exemption, continuous ownership by one or more immediate family members shall be aggregated and deemed to satisfy the five (5) year requirement. A conveyance between immediate family members for estate planning, homestead use, or to recombine property in order to meet the minimum parent parcel acreage requirements of this section shall not be considered a break in ownership or a new

ownership period, provided the property has remained continuously owned within the immediate family.

***

Section 3. Severability. If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 4. Codification. It is the intent of the Board and is hereby provided that the provisions of this Ordinance shall become and be made a part of the DeSoto County Code of Ordinances, and that the sections for the Ordinance may be renumbered or lettered to accomplish such intention, and that the word "ordinance" may be changed to "section" or "article" or other appropriate designation in order to accomplish such intention.

Section 5. Effective Date. This ordinance shall become effective immediately upon filing with the Secretary of State.

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, THIS 24th DAY OF MARCH 2026.

ATTEST:

By: _____
Mandy Hines,
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Steve Hickox,
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente,
County Attorney

DeSoto County

3/24/2026

Item #: 18.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☒ Public Hearing Other

DEPARTMENT: Planning & Zoning
SUBMITTED BY: **Laura McClelland**
PRESENTED BY: **Misty Servia**

TITLE & DESCRIPTION:
Hearing on an appeal by M. Lewis Hall, III, Trust (APPL-0012-2026) to the BOCC of the Board of Adjustments decision to uphold the Development Director's denial of Hall's application for a certified lot split (CLS-0009-2025)

REQUESTED MOTION:
A motion to (reverse/affirm) the Board of Adjustments February 17, 2026, decision to uphold the County Development Director's November 18, 2025, denial of the application for a certified lot split (CLS-0009-2025).

SUMMARY:
A hearing on an appeal to the Board of County Commissioners (the "Board"), by M. Lewis Hall, III, Trust, appealing the decision of the Board of Adjustments (the "BOA") on February 17, 2026, to uphold the Development Director's denial rendered on November 18, 2025, for a Certified Lot Split.
BACKGROUND:
On September 17, 2025, the Development Department received an application for a certified lot split, made pursuant to County Ordinance No. 2025-010, for an 11.86-acreparcel owned by Don Thomas Hall, individually and as co-trustee and M. Lewis Hall, individually and a co-trustee of a family Trust (the "Applicant") for property addressed as 8134 SE Hall Drive in Arcadia, Florida (the "Property").

On November 18, 2025, the Development Director issued a written denial of said request, which denial is made part of the attached record.

Pursuant to Sec. 20-1523 of the County's Land Development Regulations ("LDR"), appeals of the Development Director's decisions may be taken to the Board of Adjustment ("BOA"). In accordance with said regulations, the applicant filed an appeal to the BOA

In accordance with the aforementioned LDR provisions, the BOA held a hearing on February 17, 2026 to hear the Applicant's appeal.

At the meeting held February 17, 2026, the BOA's vote was 2-2 (no action), resulting in the Development Director's denial being upheld.

Pursuant to Sec. 20-1525 of the County's Land Development Regulations ("LDR"), any person or persons, jointly or severally, including any officer, department, or appointed board aggrieved by any decision of the Board of Adjustment may appeal such decision to the Board of County Commissioners (the "Board").

In accordance with the aforementioned regulations, the applicant has filed the instant appeal to the Board of the BOA's decision.

Desoto County
Board of County Commissioners
Planning and Zoning
201 East Oak Street; Suite 204
Arcadia, Florida 34266

November 17, 2025

M. Lewis Hall, III Trustee
Lewis Hall, III U/A dated March 23, 2015
8637 SE Bull Road
Arcadia, FL 34266

Sent via email to: lhall@williamsparker.com

RE: Certified Lot Split (CLS-0009-2025) - Denial
Parent Parcel ID Number: 08-39-26-0000-0010-0000

Dear Mr. Hall

This letter serves as denial of the above-referenced application for a Certified Lot Split.

The application is inconsistent with Desoto County Ordinance No. 2025-010 regarding the required access for certified lots. The existing paved private driveway (identified on the Property Appraiser's website as "SE Hall Drive") is shown as access to the proposed lot, but the access was not approved as a public or private street and does not meet the Desoto County Engineering Standards for a street.

Pursuant to Section 20-231(c)(s) of the Land Development Regulations (LDR), a Certified Lot Split can be approved when the proposed lot has *"...existing access to a pubic or private street constructed in conformance with the Desoto County or State of Florida Engineering Standards or is listed in the official inventory of County maintained streets."*

Additionally, the LDR requires all lots to have a minimum amount of frontage on a *street*, based on the required lot width.

A private street can be approved with an Improvement Plan.

Should you want to convert the existing driveway to a street, LDR Section 20-445(a)(2) allows the Board of County Commissioners to approve exceptions to the adopted engineering standards that cannot be reasonably achieved, through the Development Plan process.

Please also note for your information that a majority of the proposed Certified Lot Split is within the Conservation Overlay District, indicating the potential for wetlands. The State of Florida regulates the protection of wetlands.

The two applications mentioned above are included with this letter for your convenience. Please don't hesitate to contact me via email at planning@desotobocc.com with any questions.

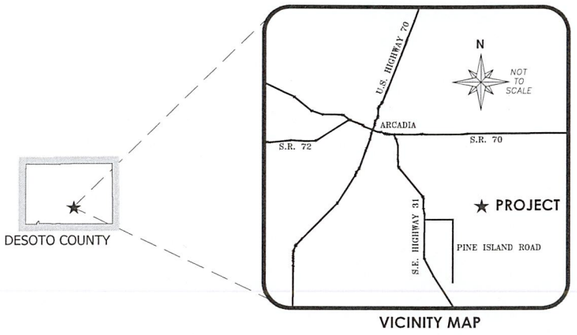
Sincerely,

Misty Servia, AICP
Planning Director

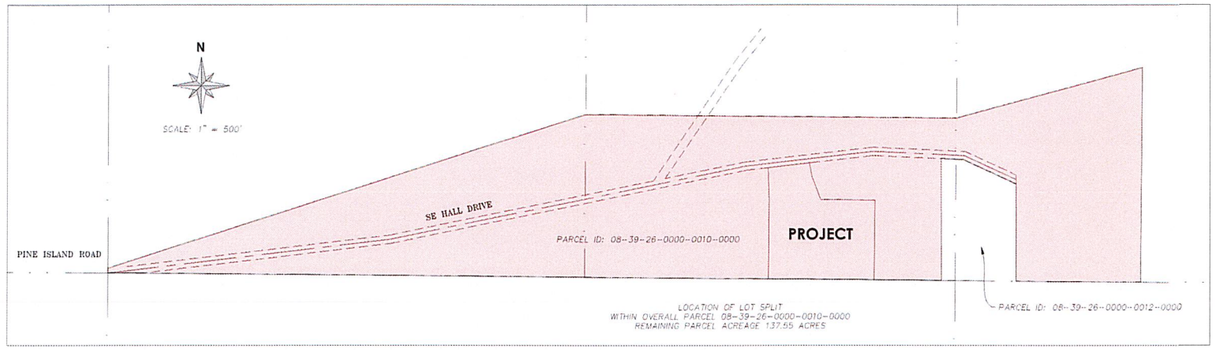
Attachments:
Boundary Survey
Development Plan and Improvement Plan applications

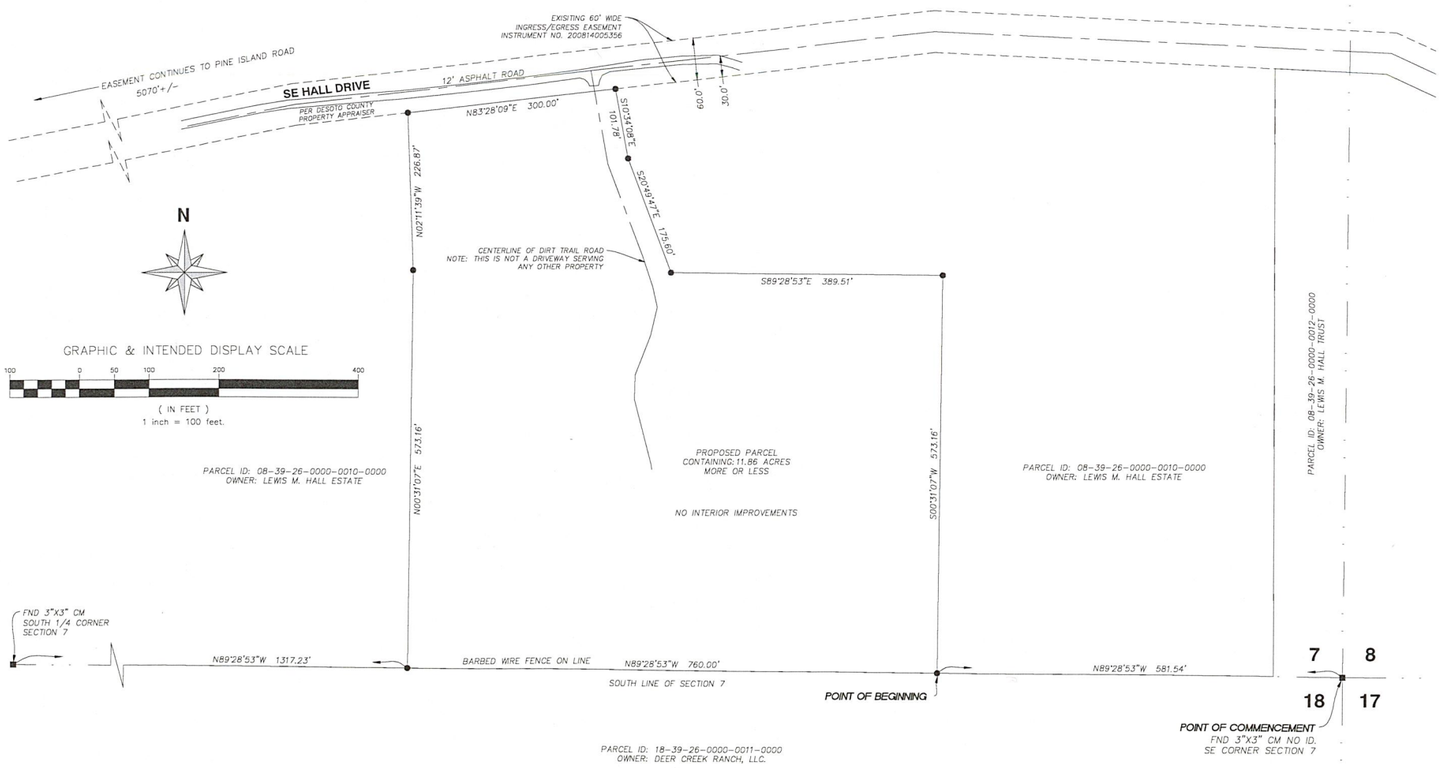
BOUNDARY SURVEY FOR CERTIFIED LOT SPLIT

LYING IN SECTION 07,
TOWNSHIP 39 SOUTH, RANGE 26 EAST
DESOTO COUNTY, FLORIDA



VICINITY MAP





LEGAL DESCRIPTION

A parcel of land situated in Section 7, Township 39 South, Range 26 East, DeSoto County, Florida, described as follows:

Commence at a concrete monument marking the southeast corner of said Section 7; thence North 89°28'53"West along the south line of said Section 7, a distance of 581.54 feet to the Point of Beginning; thence continuing North 89°28'53" West along said south line, a distance of 760.00 feet; thence departing said south line, North 00°31'07"East, a distance of 573.16 feet; thence North 02°11'39"West a distance of 226.87 feet to a point on the south line of a 60 feet wide ingress/egress easement recorded in instrument no. 200814005356 of the Public Records of DeSoto County, Florida; thence North 83°28'09"East along said south line a distance 300.00 feet; thence South 10°34'08"East a distance of 101.78 feet; thence South 20°49'47"East a distance of 175.60 feet; thence South 89°28'53"East and parallel with said south line of section 7, a distance of 389.51 feet; thence South 00°31'07"West, a distance of 573.16 feet to the Point of Beginning.

Containing 11.86 acres.

SURVEYOR's NOTES

1. *North, the Bearings and the Coordinates shown hereon are referenced to the West Zone of the Florida State Plane Coordinate System, North American Datum of 1983 (NAD 83) CORS 2011. The bearing of North 89°28'53" West along the South line of the Section 07, Township 39 South, Range 26 East, DeSoto County, Florida as shown hereon is held as a bearing reference.*

   All measurements are in U.S. Survey Feet.

2. *A Commitment for Title Insurance prepared by American Land Title Association, Commitment Number 1675319A1 with a date of September 11, 2025 at 11:00 p.m. has been reviewed. Based on a review of the Title Report, there are no encumbrances on the land that are not shown on the survey.*

3. *The Legal description was prepared by 30 South, LLC. per client request and is based on deeds of record and is a portion of DeSoto County Property Appraiser Parcel #08-39-26-0000-0010-0000*

4. *The parcel information shown hereon was taken from the DeSoto County Property Appraiser website and is shown for informational purposes only.*

5. *All bearings and distances shown and corners set represent the title deed.*

LEGEND

FND	FOUND
PSM	PROFESSIONAL SURVEYOR & MAPPER
LB	LICENSED BUSINESS
CM	CONCRETE MONUMENT
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
NO.	NUMBER
●	SET 5/8" STEEL ROD & CAP STAMPED "CORNER LB 8474" SET AS PRM

NOTE

BASED ON THIS SURVEY DATED 7/8/2025

1) THERE ARE NO EXISTING STRUCTURES WITHIN 50-FEET OF THE NEW PROPERTY BOUNDARIES.

2) THERE ARE NO EXISTING ONSITE OR CONTIGUOUS DRIVEWAYS, WELLS/SEPTIC, OR PUBLIC UTILITIES.

3) THERE ARE NO APPARENT EXISTING EASEMENTS CONTIGUOUS TO OR WITHIN THIS PARCEL EXCEPT FOR THE ACCESS EASEMENT NOTED AS SE HALL DRIVE.

JOHN M. CLYATT License Number 4092 STATE OF FLORIDA Professional Surveyor and Mapper

John M Clyatt Digitally signed by John M Clyatt

7/8/2025
SURVEY DATE

JOHN M. CLYATT, P.S.M.
FLORIDA REGISTRATION No. 4092
30 SOUTH, LLC.
FLORIDA REGISTRATION No. LB 8474

No.	DATE	APPROVED	REVISION
0.R.	7/8/25	JMC	FIRST ISSUE
1	8/20/25	JMC	UPDATED SURVEY TITLE
2	9/24/25	JMC	ADD. TITLE COMMITMENT NOTE
3	10/29/25	JMC	ADD DETAIL OF LOCATION OF LOT SPLIT

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR THE ELECTRONIC SIGNATURE AND CERTIFICATE PROTECTED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

30 SOUTH, LLC.
425 SOUTH FIRST AVENUE
BARTOW, FLORIDA 33830
PHONE: (863)-800-3539
LICENSED BUSINESS No. LB 8474

30 SOUTH Surveying & Mapping

317-2 HALL.DWG

HORIZ. SCALE:	1"=100'
CONTOUR INTERVAL:	N/A
FIELD BOOK(S):	000
PAGE(S):	000
CHECKED BY:	JMC
DRAWN BY:	NDP

BOUNDARY SURVEY

LOCATED IN SECTION 07,
TOWNSHIP 39 SOUTH, RANGE 26 EAST
DESOTO COUNTY, FLORIDA
PREPARED FOR: LEWIS HALL

PROJECT No.	No. 1 OF 1
317	
DRAWING No.	
784	

PLOTTED: Wednesday, October 29, 2025

CONSIDERATION $ 10.00
DOC TAX $0.70
RECORD $39.50

PARCEL ID NO.

Prepared by and return to:

WILLIAMS PARKER
ATTORNEYS AT LAW • ESTABLISHED 1925

50 Central Avenue, Eighth Floor
Sarasota, Florida 34236
(941) 366-4800
Attention: M. Lewis Hall, III

QUITCLAIM DEED

This Indenture, made August 11th, 2025, by and between Don Thomas Hall, individually and as Co-Trustee and M. Lewis Hall, III, individually and as Co-Trustee of The M. Lewis Hall, Jr. Trust Agreement dated July 23, 2015 and The Muriel F. Hall Trust Agreement dated July 23, 2015, hereinafter referred to as Grantors, whose post office address is 8134 SE Hall Drive, Arcadia, Florida 34266 and M. Lewis Hall, III as Trustee of the M. Lewis Hall, III. Trust U/A dated March 23, 2015, hereinafter referred to as Grantee, whose post office address is 8637 SE Bull Road, Arcadia, Florida 34266.

Witnesseth: Grantors, in consideration of the sum of ten dollars and other valuable considerations to them in hand paid by Grantee, receipt of which is hereby acknowledged, do hereby release, remise and quitclaim to Grantee any and all of the right, title and interest of Grantors in and to the following described property situate in Desoto County, Florida:

A parcel of land situated in Section 7, Township 39 South, Range 26 East, DeSoto County, Florida, described as follows:

Commence at a concrete monument marking the southeast corner of said Section 7; thence North 89°28'53" West along the south line of said Section 7, a distance of 581.54 feet to the Point of Beginning; thence continuing North 89°28'53": West along said south line, a distance of 760.00 feet; thence departing said south line, North 00°31'07" East, a distance of 573.16 feet; thence North 02°11'39" West a distance of 226.87 feet to a point on the south line of a 60 feet wide ingress/egress easement recorded in instrument no. 200814005356 of the Public Records of DeSoto County, Florida; thence North 83°28'09" East along said south line a distance of 300.00 feet; thence South 10°34'08" East a distance of 101.78 feet; thence South 20°49'47" East a distance of 175.60 feet; thence South 89°28'53"East and parallel with said south line of section 7, a distance of 389.51 feet; thence South 00°31'07" West, a distance of 573.16 feet to the Point of Beginning.

Containing 11.86 acres.

Grantors certify, warrant, and covenant that neither Grantors nor any beneficiary of The M. Lewis Hall, Jr. Trust Agreement dated July 23, 2015, or The Muriel F. Hall Trust Agreement dated July 23, 2015, reside on the above-described property or any property adjacent thereto and the above described property does not constitute any part of the Grantors' homestead under the laws of the State of Florida.

Grantee is hereby conferred with the power and authority to protect, conserve, sell, lease, encumber, convey, and otherwise manage and dispose of the above-described property pursuant to the provisions of Section 689.073, Florida Statutes.

As used herein, the terms "Grantors" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

In Witness Whereof, Grantors have signed and sealed this deed the date above written.

WITNESSES:

Witness Name: Mark Silverio

Witness Address: 255 8th Street
South Naples, FL 34102

Witness Name: Mercedes Moreira

Witness Address: 255 8th Street
South Naples, FL 34102

Don Thomas Hall

Don Thomas Hall, individually and as Co-Trustee of The M. Lewis Hall, Jr. Trust Agreement dated July 23, 2015 and The Muriel F. Hall Trust Agreement dated July 23, 2015

ADDITIONAL SIGNATURES ON NEXT PAGE

Witness Name: Jennifer L Hawkins Dycla

Witness Address: 50 Central Ave., 8th Floor
Sarasota, FL 34236

M. Lewis Hall, III, individually and as Co-Trustee of The M. Lewis Hall, Jr. Trust Agreement dated July 23, 2015 and The Muriel F. Hall Trust Agreement dated July 23, 2015

Witness Name: Sarah M. Wengerd

Witness Address: 2218 Arden Drive
Sarasota, FL 34232

STATE OF FLORIDA

COUNTY OF DESOTO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31st day of July 2025 by Don Thomas Hall, Individually and as Co-Trustee of The M. Lewis Hall, Jr. Trust Agreement dated July 23, 2015 and The Muriel F. Hall Trust Agreement dated July 23, 2015 , who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Signature of Notary Public

(Notary Seal)

ANITA BOWLES
Commission # HH 353077
Expires January 24, 2027

Anita Bowles
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 1/24/27.

ADDITIONAL NOTARY ACKNOWLEDGEMENT ON NEXT PAGE

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11th day of August 2025 by M. Lewis Hall, III, Individually and as Co-Trustee of The M. Lewis Hall, Jr. Trust Agreement dated July 23, 2015 and The Muriel F. Hall Trust Agreement dated July 23, 2015 , who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Sarah M. Wengerd
Signature of Notary Public

(Notary Seal)

SARAH M. WENGERD
Commission # HH 677859
Expires June 27, 2029

Sarah M. Wengerd
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 6-27-29

DeSoto County
Board of County Commissioners
Development Department-Planning & Zoning
201 E. Oak Street, Suite 204, Arcadia, FL 34266
Office: 863-993-4806
www.desotobocc.com

RECEIVED
SEP 17 2025
BY:

For Official Use Only:
AP #
Accepted By:
Date Received:

CERTIFIED LOT SPLIT APPLICATION

Certified Lots shall mean any division of land that splits unplatted land from the parent parcel, or Lot of Record to create parcels of land that meet the minimum dimensional requirements of the zoning district as of May 27, 2025, and are consistent with the LDR and Comprehensive Plan.

1. Property Owner M. Lewis Hall, III, as Trustee of the M. Lewis Hall, III U/A dated March 23, 2015
   Address 8637 SE Bull Road, Arcadia, FL zip 34266
   Phone 941-321-7734 email address lhall@williamsparker.com

2. Agent/Applicant if different than property owner (**property owner must sign application or an authorization form**)
   N/A
   Address zip
   Phone email address

3. Surveyor John M. Clyatt, PSM
   Address P.O. Box 780, Bartow, FL zip 33831
   Phone 863-670-9600 email address jclyatt@303South.net

NOTE: If the applicant/owner is a corporation, trust, LLC, Professional Association or similar type of organization, please provide documentation from the corporation, trust, etc., indicating that you have the authority to execute this affidavit on behalf of said organization.

Subject property address: 8134 SE Hall Drive, Arcadia, Florida 34266

Subject property Parcel ID number(s): 08-39-26-0000-0010-0000

Existing improvements: None

Property Acreage: 11.86 Zoning District: A-10 Future Land Use Designation: Rural/agriculture

Adjacent Zoning/FLU:
North: A 10 / Rural East: A 10 / / Rural
South: A 10 / Rural West: A 10 / Rural
A 5

Qualifications for a Certified Lot Split.

(1) Certified Lots shall mean any division of land that splits unplatted land from the parent parcel or Lot of Record to create parcels of land (maximum of two) that meet the minimum dimensional requirements of the zoning district as of May 27, 2025, and are consistent with the LDR and Comprehensive Plan. The remainder of the parent parcel must also meet the minimum LDR and Comprehensive Plan standards.

(2) Each Certified Lot shall be buildable per the current zoning of the proposed parcel(s) and have existing access to a public of private street constructed in conformance with the DeSoto County or State of Florida Engineering Standards or is listed in the official inventory of County maintained streets. The County Engineer may require shared driveways for these lots.

(3) It does not involve the establishment of a new street. Creation of a new public or private street shall require a Major Subdivision as set forth in Division 3 of this Article.

(4) The land proposed to be split is not within an existing recorded or unrecorded platted subdivision, nor can the lot be a part of previously subdivided land, pursuant to the procedures set forth herein.

(5) Properties that are located within the Conservation Overlay Future Land Use Category of the Comprehensive Plan, shall meet the standards of said overlay, and all State permitting requirements.

Certified Lot Split Application Checklist **An accurately completed application and ALL items on the checklist are required. If the submittal does not include ALL documents, the application will be considered incomplete and returned to the applicant.**	**APPLICANT**	**STAFF**
1. Completed Application	Yes	✓
2. Application Fee - $200	Yes	
3. Affidavit of Ownership/Agent Authorization Form (**if applicable**)	N/A	—
4. Copy of Property Deed. If the applicant does not own the property, notarized written consent from the owner is required.	Yes	✓
5. Copy of the official Property Appraiser's map showing the subject property and all properties within 200 feet. (Available on DeSoto County Property Appraiser website).	Yes	✓
6. Title Opinion of an attorney at law licensed in Florida or a property information report. Description in Title Opinion and/or information report must match description on the survey.	Yes	✓
7. Certified Boundary Survey (signed & sealed) and Legal Description(s) created within 1-year of application. * The survey must be titled, 'Boundary Survey for Certified Lot Split' and include the following, or a note that states why the item is not applicable: i. North Arrow, Scale, Legend, Key Map, and Legal Description(s); ii. Dimensions of the proposed parcel(s) and all property lines, and the lot area for each parcel, including permanent reference monuments (PRMs); iii. All structures located within 50' of new lot lines; iv. Existing onsite and contiguous driveways, well/septic, and public utilities; v. Existing easements, platted and maintained rights-of-way within and contiguous to proposed certified lots or a note stating that none exist.	Yes	✓

One paper copy (Survey 24" x 36" & Documents 8 ½" x 11") and a digital copy (on a flash drive) shall be provided for all items listed on the checklist for the initial submittal. Resubmittals shall contain all requested items in the same format. Each digital document must be scanned as a separate pdf document (application, legal description, easements, plans, etc.)

***Additional survey information may be requested to confirm that the remainder of the parent parcel complies with the LDR and Comprehensive Plan.**

PROCESS	TIMING
Completeness Review	Up to 5 business days
Approval Letter Delivered	Within 5 business days of all comments being addressed

Once the approval letter has been issued, you must take the approval letter along with the signed and sealed survey to the Clerk of Courts for recording (due to the poor image quality, the documents must be physically taken to the Clerk of Courts, not e-filed). Once recorded you must bring the original recorded documents to our office for us to scan.

AGENT AUTHORIZATION

This is to certify that I am the owner, or the owner's duly authorized agent, of the property identified herein and all information files herewith is true and accurate to the best of my knowledge and belief. I understand that failure to submit a complete application will be cause for not accepting and returning the application for completion per LDR sec. 20-1345(c) (2)

NOTE: An Affidavit of Ownership/Agent Authorization form must be completed if an agent is used.

M. Lewis Hall III Trustee | M. Lewis Hall III, Trustee | 9/16/2025

Signature of Property Owner/Agent | Printed Name of Property Owner/Agent | Date

M. Lewis Hall, III, as Trustee of the M. Lewis Hall, III, Trust U/A dated March 23, 2015

Signature of Property Owner/Agent | Printed Name of Property Owner/Agent | Date

State of Florida
County of ~~DeSoto~~ Sarasota

The foregoing instrument was subscribed and sworn (or affirmed) before me via [✓] physical presence OR [ ] online notarizations, this 16th day of September, 2025 by M. Lewis Hall, III, who is personally known to me [✓] or showed identification [ ].

Type of Identification shown if applicable: _____.

Sarah M. Wengerd
Public Notary-State of Florida

SEAL

SARAH M. WENGERD
Commission # HH 677859
Expires June 27, 2029

dia K. Daughtrey Clerk of Courts, Desoto County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.70

CONSIDERATION $ 10.00
DOC TAX $0.70
RECORD $ 39.50

PARCEL ID NO.

Prepared by and return to:

WILLIAMS PARKER
ATTORNEYS AT LAW • ESTABLISHED 1925

50 Central Avenue, Eighth Floor
Sarasota, Florida 34236
(941) 366-4800
Attention: M. Lewis Hall, III

QUITCLAIM DEED

This Indenture, made August 11th, 2025, by and between Don Thomas Hall, individually and as Co-Trustee and M. Lewis Hall, III, individually and as Co-Trustee of The M. Lewis Hall, Jr. Trust Agreement dated July 23, 2015 and The Muriel F. Hall Trust Agreement dated July 23, 2015, hereinafter referred to as Grantors, whose post office address is 8134 SE Hall Drive, Arcadia, Florida 34266 and M. Lewis Hall, III as Trustee of the M. Lewis Hall, III. Trust U/A dated March 23, 2015, hereinafter referred to as Grantee, whose post office address is 8637 SE Bull Road, Arcadia, Florida 34266.

Witnesseth: Grantors, in consideration of the sum of ten dollars and other valuable considerations to them in hand paid by Grantee, receipt of which is hereby acknowledged, do hereby release, remise and quitclaim to Grantee any and all of the right, title and interest of Grantors in and to the following described property situate in Desoto County, Florida:

A parcel of land situated in Section 7, Township 39 South, Range 26 East, DeSoto County, Florida, described as follows:

Commence at a concrete monument marking the southeast corner of said Section 7; thence North 89°28'53" West along the south line of said Section 7, a distance of 581.54 feet to the Point of Beginning; thence continuing North 89°28'53": West along said south line, a distance of 760.00 feet; thence departing said south line, North 00°31'07" East, a distance of 573.16 feet; thence North 02°11'39" West a distance of 226.87 feet to a point on the south line of a 60 feet wide ingress/egress easement recorded in instrument no. 200814005356 of the Public Records of DeSoto County, Florida; thence North 83°28'09" East along said south line a distance of 300.00 feet; thence South 10°34'08" East a distance of 101.78 feet; thence South 20°49'47" East a distance of 175.60 feet; thence South 89°28'53"East and parallel with said south line of section 7, a distance of 389.51 feet; thence South 00°31'07" West, a distance of 573.16 feet to the Point of Beginning.

Containing 11.86 acres.

Grantors certify, warrant, and covenant that neither Grantors nor any beneficiary of The M. Lewis Hall, Jr. Trust Agreement dated July 23, 2015, or The Muriel F. Hall Trust Agreement dated July 23, 2015, reside on the above-described property or any property adjacent thereto and the above described property does not constitute any part of the Grantors' homestead under the laws of the State of Florida.

Grantee is hereby conferred with the power and authority to protect, conserve, sell, lease, encumber, convey, and otherwise manage and dispose of the above-described property pursuant to the provisions of Section 689.073, Florida Statutes.

As used herein, the terms "Grantors" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

In Witness Whereof, Grantors have signed and sealed this deed the date above written.

WITNESSES:

Witness Name: Mark Silverio

Witness Address: 255 8th Street
South Naples, FL 34102

Witness Name: Mercedes Moreira

Witness Address: 255 8th Street
South Naples, FL 34102

Don Thomas Hall

Don Thomas Hall, individually and as Co-Trustee of The M. Lewis Hall, Jr. Trust Agreement dated July 23, 2015 and The Muriel F. Hall Trust Agreement dated July 23, 2015

ADDITIONAL SIGNATURES ON NEXT PAGE

Witness Name: Jennifer Ltaudcios Ojeda

Witness Address: 50 Central Ave., 8th Floor
Sarasota, FL 34236

M. Lewis Hall, III, individually and as Co-Trustee of The M. Lewis Hall, Jr. Trust Agreement dated July 23, 2015 and The Muriel F. Hall Trust Agreement dated July 23, 2015

Witness Name: Sarah M. Wengerd

Witness Address: 2218 Arden DRive
Sarasota, FL 34232

STATE OF FLORIDA

COUNTY OF DESOTO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31st day of July 2025 by Don Thomas Hall, Individually and as Co-Trustee of The M. Lewis Hall, Jr. Trust Agreement dated July 23, 2015 and The Muriel F. Hall Trust Agreement dated July 23, 2015 , who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Signature of Notary Public

(Notary Seal)

ANITA BOWLES
Commission # HH 353077
Expires January 24, 2027

Anita Bowles
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 1/24/27.

ADDITIONAL NOTARY ACKNOWLEDGEMENT ON NEXT PAGE

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11th day of August 2025 by M. Lewis Hall, III, Individually and as Co-Trustee of The M. Lewis Hall, Jr. Trust Agreement dated July 23, 2015 and The Muriel F. Hall Trust Agreement dated July 23, 2015 , who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Sarah M. Wengerd
Signature of Notary Public

(Notary Seal)

SARAH M. WENGERD
Commission # HH 677859
Expires June 27, 2029

Sarah M. Wengerd
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 6-27-29



DeSoto County Property Appraiser

David A. Williams, CFA | Arcadia, Florida | 863-993-4866

PARCEL: 07-39-26-0000-0022-0000 (22217) | PASTURELAND 4 (6300) | 569.37 AC

N1/2 & N 9/16 OF S1/2 LESS & EXCEPT BEG NE COR OF SE1/4 TH S 89D59M45S W ALG N LI SAID TRACT 660.03 FT TH S 29D41M27S W 663.66 FT TO POB TH CONT SAME

HALL M LEWIS III TR &

Owner: HALL DON T
115 E OAK ST STE 201
ARCADIA, FL 34266

Site: SE BULL RUN RD, ARCADIA

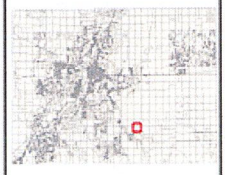
Sales Info 6/11/2015 $100 V (U)

2024 Certified Values

Mkt Lnd	$0	Appraised	$72,880
Ag Lnd	$65,850	Assessed	$72,880
Bldg	$0	Exempt	$25,425
XFOB	$7,030	Total Taxable	**county:**$47,455 **other:**$47,455 **school:**$47,455
Just	$2,569,195		

NOTES:

DeSoto County, FL



The information presented on this website was derived from data which was compiled by the **DeSoto County Property Appraiser** solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 8/14/2025 and may not reflect the data currently on file at our office.

GrizzlyLogic.com

ATTORNEYS' TITLE FUND SERVICES, INC.

Sarasota
(800) 336-3863

Williams Parker Harrison Dietz & Getzen, PLLC
50 Central Ave, 8th Floor
Sarasota, FL 34236

Date: September 11, 2025
Fund File Number: 1675319
County: DeSoto
Reference: MLH Ranch Property

Dear Fund Member:

We have examined title to the property described in Schedule A attached and prepared these schedules to be used exclusively for the purpose of issuing a commitment or policy of title insurance underwritten by Old Republic National Title Insurance Company.

Please review the schedules before signing and inserting in a 2021 ALTA Commitment (C21) jacket. Subject to your agency authorization, you must:

A. **Add additional requirements and/or exceptions to Schedule B that you find necessary from your analysis of the present transactions.**

B. **Evaluate Schedule A and B and issue endorsements as may be appropriate, deleting or modifying the Schedules.**

C. **Obtain a 2021 ALTA Commitment (C21) jacket, which must be included with Schedules A & B of the 2021 ALTA Commitment.**

Fund Members may download and print the 2021 ALTA Commitment (C21) jacket by clicking here.

External software providers are currently working to update to the 2021 ALTA forms. DoubleTime and ClosingVue allows users to obtain C21 jackets and 2021 ALTA forms electronically in the most current version of the software. You may upgrade for free by going to www.thefund.com/dt. Please contact support@thefund.com with questions.

Our examination of title reflects only those matters recorded in the Official Records Books. You are responsible for such other off-record examinations and checks as you may find necessary pursuant to underwriting procedures. When the interest you are insuring is a personal property interest (such as a mortgage, a leasehold or cooperative interest), a federal tax lien search of the Secretary of State's records may be required. See Fund Title Note 30.02.08.

Where the amount of insurance is $4 million or under, a 20-year judgment and lien search was not performed on the proposed insured purchaser if a mortgage is not associated with the purchase or if the mortgage appears to be 100% purchase money in nature.

The Fund appreciates this opportunity to be of service. Please contact us if you have any questions.

Sincerely,

Attorneys' Title Fund Services, Inc.
Peggy Frook, Senior Examiner
PFrook@TheFund.com

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment Number:	Revision Number:	Issuing Office File Number:	Issuing Agent:
1675319	None	MLH Ranch Property	17001
Property Address:	**Loan ID Number:**	**Issuing Office's ALTA Registry ID:**	**Issuing Office:**
FL		None	Williams Parker Harrison Dietz & Getzen, PLLC

SCHEDULE A

1. Commitment Date: **August 11, 2025 at 11:00 PM**

2. Policy to be issued: Proposed Amount of Insurance:
   a. OWNER'S: **2021 ALTA® Owner's Policy with Florida Modifications** **$60,000.00**
      Proposed Insured:
      The estate or interest to be insured: **Fee Simple**
   b. MORTGAGEE:
      Proposed Insured:
      The estate or interest to be insured:
   c. MORTGAGEE:
      Proposed Insured:
      The estate or interest to be insured:

3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)* **FEE SIMPLE**

4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)* **M. LEWIS HALL, III, as Trustee of the M. LEWIS HALL, III. TRUST U/A dated March 23, 2015** and, as disclosed in the Public Records, has been since *(Date)* **August 11, 2025**

5. The Land is described as follows: **See Exhibit A**

Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900, Tampa, Florida, 33607, (612) 371-1111

AUTHORIZED SIGNATORY
Williams Parker Harrison Dietz & Getzen, PLLC
17001

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I

Issuing Office File Number: **MLH Ranch Property**

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
   A. N/A
5. A search commencing with the effective date of this commitment must be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
6. Record satisfactory proof of the death of M. Lewis Hall, Jr., deceased.
7. Proof of proper estate tax clearances must be recorded with respect to the Estate of M. Lewis Hall, Jr., deceased.
8. Record satisfactory proof of the death of Muriel F. Hall, deceased.
9. Proof of proper estate tax clearances must be recorded with respect to the Estate of Muriel F. Hall, deceased.
10. Record evidence the Land insured herein was not the homestead of M. Lewis Hall, Jr. or Muriel F. Hall.
11. Recording of Certification of Trust confirming the information as required by Sec. 736.1017(1), F.S., containing the confirmatory statement under Sec. 736.1017(3) (as to the M. Lewis Hall, Jr. Trust Agreement).
12. Recording of Certification of Trust confirming the information as required by Sec. 736.1017(1), F.S., containing the confirmatory statement under Sec. 736.1017(3) (as to the Muriel F. Hall Trust Agreement).
13. No open mortgage(s) were found of record. Agent should confirm with the owner that the property is free and clear.
14. The Property Appraiser reflects that the property is vacant/unimproved. Fund Member must independently verify that the person represented to be the seller is the true owner of the property to be insured.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I

Issuing Office File Number: MLH Ranch Property

15. FOR INFORMATIONAL PURPOSES ONLY, if the Title Agent has a direct or indirect interest in the transaction, written authorization to issue a commitment/policy should be obtained from The Fund's Legal Department (800-432-9594, ext. 7501) in accordance with the Agreement for Appointment of Policy Issuing Agent for Old Republic National Title Insurance Company.

16. NOTE: Taxes for the year 2024 have been paid on Account Number 08-39-26-0000-0010-0000, the gross amount being $3,544.44.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-II

Issuing Office File Number: **MLH Ranch Property**

EXCEPTIONS FROM COVERAGE

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. a. General or special taxes and assessments required to be paid in the year **2025** and subsequent years.
   b. Rights or claims of parties in possession not recorded in the Public Records.
   c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
   d. Easements or claims of easements not recorded in the Public Records.
   e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.

3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*

4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

5. Oil, gas, mineral, or other reservations as set forth in deed by E.N. Belcher and Mamie Belcher recorded in Deed Book 251, Page 178, Public Records of DeSoto County, Florida. No determination has been made as to the current record owner for the interest excepted herein.

6. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded April 1, 2025, in the Official Records as Instrument Number 202514002281, Public Records of DeSoto County, Florida.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-II

Issuing Office File Number: MLH Ranch Property

7. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded May 20, 2025, in the Official Records as Instrument Number 202514003873, Public Records of DeSoto County, Florida.

8. Rights of the lessees under unrecorded leases.

9. Any outstanding interests or liens of which no notice has been filed among the official records of DeSoto County, Florida.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Exhibit A

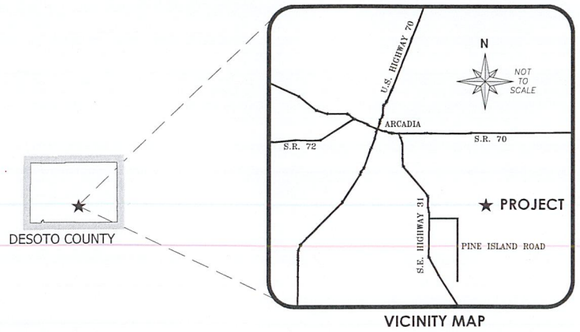
Commitment Number:	**Issuing Office File Number:**
1675319	MLH Ranch Property

A parcel of land situated in Section 7, Township 39 South, Range 26 East, DeSoto County, Florida, described as follows:

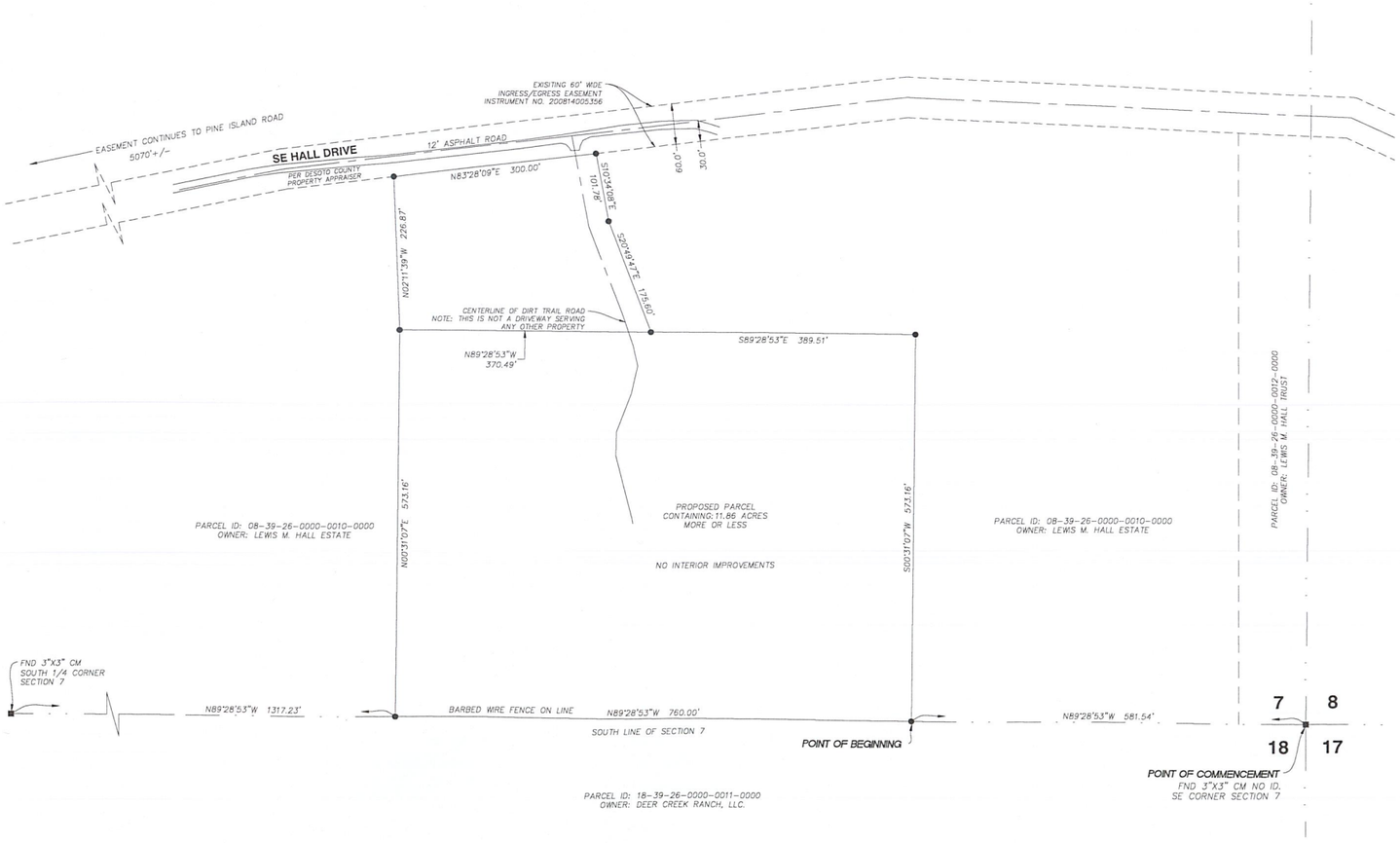
Commence at a concrete monument marking the southeast corner of said Section 7; thence North 89°28'53" West along the south line of said Section 7, a distance of 581.54 feet to the Point of Beginning; thence continuing North 89°28'53": West along said south line, a distance of 760.00 feet; thence departing said south line, North 00°31'07" East, a distance of 573.16 feet; thence North 02°11'39" West a distance of 226.87 feet to a point on the south line of a 60 feet wide ingress/egress easement recorded in instrument no. 200814005356 of the Public Records of DeSoto County, Florida; thence North 83°28'09" East along said south line a distance of 300.00 feet; thence South 10°34'08" East a distance of 101.78 feet; thence South 20°49'47" East a distance of 175.60 feet; thence South 89°28'53"East and parallel with said south line of section 7, a distance of 389.51 feet; thence South 00°31'07" West, a distance of 573.16 feet to the Point of Beginning.

BOUNDARY SURVEY FOR CERTIFIED LOT SPLIT

LYING IN SECTION 07,
TOWNSHIP 39 SOUTH, RANGE 26 EAST
DESOTO COUNTY, FLORIDA



VICINITY MAP





LEGAL DESCRIPTION

A parcel of land situated in Section 7, Township 39 South, Range 26 East, DeSoto County, Florida, described as follows:

Commence at a concrete monument marking the southeast corner of said Section 7; thence North 89°28'53" West along the south line of said Section 7, a distance of 581.54 feet to the Point of Beginning; thence continuing North 89°28'53" West along said south line, a distance of 760.00 feet; thence departing said south line, North 00°31'07" East, a distance of 573.16 feet; thence North 02°11'39" West a distance of 226.87 feet to a point on the south line of a 60 feet wide ingress/egress easement recorded in instrument no. 200814005356 of the Public Records of DeSoto County, Florida; thence North 83°28'09" East along said south line a distance 300.00 feet; thence South 10°34'08" East a distance of 101.78 feet; thence South 20°49'47" East a distance of 175.60 feet; thence South 89°28'53" East and parallel with said south line of section 7, a distance of 389.51 feet; thence South 00°31'07" West, a distance of 573.16 feet to the Point of Beginning.

Containing 11.86 acres.

SURVEYOR's NOTES:

1. *North, the Bearings and the Coordinates shown hereon are referenced to the West Zone of the Florida State Plane Coordinate System, North American Datum of 1983 (NAD 83) CORS 2011. The bearing of North 89°28'53" West along the South line of the Section 07, Township 39 South, Range 26 East, DeSoto County, Florida as shown hereon is held as a bearing reference.*

   All measurements are in U.S. Survey Feet.

2. *A Title Search was not ordered by or furnished to 30 South, LLC. Easements or encumbrances, if any, that may be made known by a Title Search are not shown on this survey.*

3. *The Legal description was prepared by 30 South, LLC. per client request and is based on deeds of record and is a portion of DeSoto County Property Appraiser Parcel #08-39-26-0000-0010-0000*

4. *The parcel information shown hereon was taken from the DeSoto County Property Appraiser website and is shown for informational purposes only.*

LEGEND

FND	FOUND
PSM	PROFESSIONAL SURVEYOR & MAPPER
LB	LICENSED BUSINESS
CM	CONCRETE MONUMENT
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
NO.	NUMBER
●	SET 5/8" STEEL ROD & CAP STAMPED "CORNER LB 8474"

NOTE: *BASED ON THIS SURVEY DATED 7/8/2025*

1) THERE ARE NO EXISTING STRUCTURES WITHIN 50-FEET OF THE NEW PROPERTY BOUNDARIES.

2) THERE ARE NO EXISTING ONSITE OR CONTIGUOUS DRIVEWAYS, WELLS/SEPTIC, OR PUBLIC UTILITIES.

3) THERE ARE NO APPARENT EXISTING EASEMENTS CONTIGUOUS TO OR WITHIN THIS PARCEL EXCEPT FOR THE ACCESS EASEMENT NOTED AS SE HALL DRIVE.

JOHN M. CLYATT License Number 4092 STATE OF FLORIDA Professional Surveyor and Mapper

John M Clyatt Digitally signed by John M Clyatt

7/8/2025
SURVEY DATE

JOHN M. CLYATT, P.S.M.
FLORIDA REGISTRATION No. 4092
30 SOUTH, LLC.
FLORIDA REGISTRATION No. LB 8474

No.	DATE	APPROVED	REVISION
O.R.	7/8/25	JMC	FIRST ISSUE
1	8/20/25	JMC	UPDATED SURVEY TITLE

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR THE ELECTRONIC SIGNATURE AND CORRESPONDING DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

30 SOUTH, LLC.
425 SOUTH FIRST AVENUE
BARTOW, FLORIDA 33830
PHONE: (863)-800-3539
LICENSED BUSINESS No. LB 8474

30 SOUTH Surveying & Mapping

DRAWING NAME: 317-2 HALL.DWG

HORIZ. SCALE:	1"=100'
CONTOUR INTERVAL:	N/A
FIELD BOOK(S):	000
PAGE(S):	000
CHECKED BY:	JMC
DRAWN BY:	NDP

BOUNDARY SURVEY

LOCATED IN SECTION 07,
TOWNSHIP 39 SOUTH, RANGE 26 EAST
DESOTO COUNTY, FLORIDA
PREPARED FOR: LEWIS HALL

PROJECT No. 317
DRAWING No. 784
No. 1 of 1

PLOTED: Wednesday, August 20, 2025

2025-010 AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA; AMENDING THE COUNTY'S SUBDIVISION REGULATIONS TO ALLOW THE SUBDIVISION OF LAND, SUBJECT TO CERTAINREQUIREMENTS, THROUGH AN ADMINISTRATIVE LOT SPLIT PROCESS.

Adopted August 12,2025

DESOTO COUNTY

ORDINANCE NO. 2025 – 010

AN ORDINANCE OF DESOTO COUNTY, FLORIDA, AMENDING DIVISION 2, "ADMINISTRATIVE LOT SPLITS; GENERAL EXEMPTION" OF ARTICLE III "SUBDIVISION PROCEDURES" OF CHAPTER 20 OF THE DESOTO COUNTY LAND DEVELOPMENT REGULATIONS, CONSOLIDATING THE TYPES OF ADMINISTRATIVE LOT SPLITS AVAILABLE FOR APPROVAL, ALLOWING CERTIFIED LOT SPLITS IN THE RM (RESIDENTIAL MIXED), RMF (RESIDENTIAL MULTIFAMILY), AND RMF-M (RESIDENTIAL MULTIFAMILY MIXED) ZONING DISTRICTS, CLARIFYING THE DETERMINATION OF MINIMUM LOT AREA FOR PURPOSES OF IMPLEMENTING ADMINISTRATIVE LOT SPLITS, AND CLARIFYING APPLICATION REQUIREMENTS; AMENDING SECTION 20-1650 OF ARTICLE XII "DEFINITIONS" TO ELIMINATE OR MODIFY DEFINED TERMS TO REFLECT THESE AMENDMENTS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 27, 2025, the DeSoto County (the "County") Board of County Commissioners adopted Ordinance No. 2025-007 (the "Ordinance"), amending the County's subdivision regulations to allow the subdivision of land, subject to certain requirements, through an administrative lot split process; and

WHEREAS, the Ordinance provided for two (2) distinct types of administrative lot splits: (a) Certified Agricultural Lots and (b) Certified Residential Lots; and

WHEREAS, following adoption of the aforementioned Ordinance, it became apparent through the processing of applications and implementation of the Ordinance that the regulations require further simplification and clarification; and

WHEREAS, the recently adopted Ordinance provides that wetlands cannot be considered when determining compliance with the required minimum lot area for a parcel in consideration the subdivision of land, however, the County does not make determinations nor identify jurisdictional wetlands, and finds that this requirement is not necessary so long as administrative lot split approvals for property that may have wetlands are conditioned upon obtaining State permits, if required; and

WHEREAS, the recently adopted Ordinance also provides that only those properties that meet the minimum requirements of the ordinance and are located within A-

10 (Agricultural – 10), A-5 (Agricultural – 5), and RSF-1, 2,3,4 or 5 (Residential Single Family) zoning districts are eligible for administrative lot splits, however, in furtherance of allowing more property owners to avail themselves of the administrative lot split process, the proposed revisions will expand the eligible zoning districts to also include RM, RMF, and RMF-M zoning districts; and

WHEREAS, it is the intent of these proposed revisions to allow for additional properties to qualify for administrative lot splits, to simplify the process, and to clarify the application documents that will be required to process said applications.

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

Section 1. Incorporation of Recitals. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Amendment to Article III, of Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article III, of the DeSoto County Code of Ordinances is hereby amended as follows:

ARTICLE III. – SUBDIVISION PROCEDURES

***

DIVISION 2. ADMINISTRATIVE LOT SPLITS; GENERAL EXEMPTION

Sec. 20-231. Administrative Lot Splits

(a) Desoto County authorizes ~~two (2) types of land~~ the divisions of land without the need for a plat under limited circumstances, to be approved administratively by the Development Director as more particularly set forth in this section.~~: (a) Certified Agricultural Lots and (b) Certified Residential Lots.~~

(b) Only lands that meet the minimum requirements of this section, and are located within the following zoning districts of the LDR are eligible for an administrative lot split: A-10 (Agricultural – 10), A-5 (Agricultural – 5), and RSF-1, 2,3,4 and 5 (Residential Single Family), RM (Residential Mixed), RMF (Residential Multifamily), or RMF-M (Residential Multifamily Mixed) zoning districts.

~~(a)~~ (c) Certified ~~Agricultural~~ Lots. The Development Director may administratively approve the division of unplatted land from the parent parcel, or Lot of Record~~, or Agricultural Lot~~ to create a Certified ~~Agricultural~~ Lot by means of a Certified

Boundary Ssurvey, accompanied by an attorney opinion of title or title company certificate, and ~~accompanied by~~ a metes and bounds legal description rather than a plat under the following conditions. These lots are certified as buildable lots with legal access, that meet the minimum dimensional requirements of the zoning district and conditions of approval. If all requirements are met, the maximum number of lots permitted to be created are two (2) Certified ~~Agricultural~~ Lots created from the parent parcel~~, or~~ or Lot of Record~~, or Agricultural Lot~~ since May 27, 2025. Creation of the third lot will require either a minor or major subdivision approval.

(1) Certified ~~Agricultural~~ Lots shall mean any division of land that splits unplatted land from the parent parcel, ~~Agricultural Lot,~~ or Lot of Record to create parcels of land ~~that are a minimum of 10 acres,~~ that meet the minimum dimensional requirements of the zoning district as of May 27, 2025, ~~located in the A-10 (Agricultural – 10), A-5 (Agricultural – 5), and RSF-1 (Residential Single Family – 1 du/ac) zoning districts~~ and are consistent with the LDR and Comprehensive Plan.

(2) Each Certified ~~Agricultural~~ Lot shall be buildable per the current zoning of the proposed parcel(s) and have existing access to a public or private street constructed in conformance with the Desoto County or State of Florida Engineering Standards or is listed in the official inventory of County maintained streets. The County Engineer may require shared driveways for these lots.

(~~2~~3) It does not involve the establishment of a new street. Creation of a new public or private street shall require a Major Subdivision as set forth in Division 3 of this Article.

(~~3~~4) The land proposed to be split cannot be within an existing recorded or unrecorded platted subdivision, nor can the lot have been previously subdivided pursuant to the procedures set forth herein.

(~~4~~5) ~~No land below a shoreline, or part of a wetland shall be considered when determining compliance with the required minimum lot area.~~ Those properties that are located within the Conservation Overlay Future Land Use Category of the Comprehensive Plan, shall meet the standards of said overlay, and all State permitting requirements.

~~(5) Each Certified Agricultural Lot must abut an existing public road or an existing, private road that has been constructed in conformance with the Desoto County or State of Florida Engineering Standards or is listed in the official inventory of County maintained streets and must connect to a publicly maintained right-of-way.~~

(6) In requesting the administrative approval, the applicant shall provide the following items:

(i) Copy of the deed to the property. If the applicant does not own the property, they must obtain written consent from the owner, including a notarized signature, authorizing them to make the application.

(ii) Copy of the official property appraiser's map indicating the subject property and all other properties within 200 feet.

(iii) Certified Boundary Ssurvey accompanied by an attorney opinion of title or title company certificate, and legal description created within 1-year of application. The Certified Boundary Survey shall include permanent reference monuments (P.R.M.s) for the proposed lot corners and a legal description of the proposed lots, created within 1-year of the administrative lot split application. Moreover, the P.R.M.s must meet the minimum requirements of Chapter 177, Florida Statutes.

(iv) Applicable fee as established by resolution of the Board of County Commissioners.

(7) Once approved by the Development Director, the approval letter, accompanied by the signed/sealed boundary survey, ~~lots~~ shall be recorded in the clerk of the court's Official Records Book for DeSoto County by the applicant within 5 business days and a certified copy of the recorded document provided to the Development Department.

~~(b) Certified Residential Lots. The Development Director may administratively approve the division of unplatted lots of record by means of a survey accompanied by a metes and bounds legal description rather than a plat under the following conditions. These lots are less than 10-acres, certified as buildable lots with legal access, meeting the minimum dimensional requirements of the zoning district, and limited to two (2) Certified Residential Lots created from the parent parcel, Lot of Record, or Agricultural Lot since May 27, 2025. Creation of the third lot under 10 acres will require either a minor or major subdivision approval.~~

~~(1) Located in the A-10 (Agricultural – 10), A-5 (Agricultural – 5), or RSF-1, 2,3,4 and 5 (Residential Single Family) zoning districts, meeting the minimum lot dimensions of the current zoning district and consistent with the Land Development Regulations and the Future Land Use Category of the Comprehensive Plan.~~

~~(2) Does not involve the establishment of a new street. Creation of a new public or private street shall require a Major Subdivision as set forth in Division 3 of this Article.~~

~~(3) Is not part of an existing recorded or unrecorded platted subdivision, nor has the lot have been previously subdivided pursuant to the procedures set forth herein.~~

~~(4) No land below a shoreline, or part of a wetland shall be considered when determining compliance with the required minimum lot area~~

~~(5) Each lot must abut an existing public road or an existing, private road that has been constructed in conformance with the Desoto County or State of Florida Engineering Standards or is listed in the official inventory of County maintained streets and must connect to a publicly maintained right-of way.~~

~~(6) In requesting the administrative approval, the applicant shall provide the following items:~~

~~(i) Copy of the deed to the property. If the applicant does not own the property, they must obtain written consent from the owner, including a notarized signature, authorizing them to make the application.~~

~~(ii2) Copy of the official property appraiser's map indicating the subject property and all other properties within 200 feet.~~

~~(iii) Certified survey and legal description created within 1 year of the application.~~

~~(iv) Applicable fee as established by resolution of the Board of County Commissioners.~~

~~(7) Once approved by the Development Director, the lots shall be recorded in the Clerk of the Court's Official Records for DeSoto County by the applicant within 5 business days and a copy of the recorded document provided to the Development Director.~~

Section 4. **Amendment to Section 20-1650 of Article XII, of Chapter 20 of the DeSoto County Code of Ordinances.** Chapter 20, Article XII, of the DeSoto County Code of Ordinances is hereby amended as follows:

Sec. 20-1650. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***

~~*Agricultural Lot(s)* shall have the same meaning as set forth in Sec. 20-232.~~

***

Certified ~~Agricultural~~ Lot (s) shall have the same meaning as set forth in Sec. 20-231.

***

~~Certified Residential Lot(s) shall have the same meaning as set forth in Sec. 20-231.~~

***

Section 5. Repealer. All ordinances, or parts of ordinances, in conflict herewith be, and the same, are hereby repealed.

Section 6. Severability. If any section, subsection, clause, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 7. Inclusion in the Code. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of Ordinances of DeSoto County, Florida ; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word, as required.

Section 8. Effective Date. This Ordinance will become effective as provided by law.

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, this 12th day of August, 2025.

ATTEST:

By: Mandy Hines
Mandy Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
J.C. Deriso, Chairman
Board of County Commissioners

APPROVED AS TO LEGAL FORM

By: _____

Valerie Vicente
County Attorney

DOC TAX $
RECORD $

Prepared by and return to:

M. Lewis Hall, III, Esquire
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

Inst:200814005356 Date:5/29/2008 Time:10:56 AM
Doc Stamp-Deed:0.70
DC,Mitzie McGavic,Desoto County Page 1 of 2

WARRANTY DEED

This Indenture, made March 3, 2008, by and between M. Lewis Hall, Jr. joined by his wife Muriel F. Hall, hereinafter referred to as Grantor, whose post office address is 2907 Alhambra Circle, Coral Gables, Florida, and M. Lewis Hall, III, hereinafter referred to as Grantee, whose post office address is 1410 Ladue Lane, Sarasota, Florida.

Witnesseth: Grantor, in consideration of the sum of ten dollars and other valuable considerations to him in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, his heirs and assigns forever, the following described property situate in Desoto County, Florida:

A parcel of land lying in Sections 7 and 8, Township 39 South, Range 26 East, Desoto County, Florida; described as follows: Begin at the SW corner of said Section 8, for point of beginning; Thence S 89°32'00" E along the South line of said Section 8, 439.29 Feet; Thence N 00°00'00" E, 697.86 Feet; Thence N 65°13'23" W, 417.45 Feet; Thence N 87°12'25" W, 159.35 Feet; Thence S 00°00'00" W, 874.79 Feet to a point on the South line of said Section 7, Thence S 89°23'25" E along the South line of said Section 7, 98.92 Feet to point of beginning.

Together with and subject to a 60.00 Foot Easement described as follows: A 60.00 Foot wide Easement lying 30.00 Feet on both sides of the following described centerline: Begin at the SW corner of Section 7, Township 39 South, Range 26 East, Desoto County, Florida for a point of beginning, Thence N 83°15'44" E, 2012.95 Feet; Thence N 78°25'13" E, 2600.64 Feet; Thence N 83°33'54" E, 924.45 Feet; Thence S 87°12'25" E, 655.71 Feet; Thence S 65°13'23" E, 409.43 Feet to a point of termination.

Subject to reservations, restrictions and easements of record and taxes for 2008 and subsequent years.

together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining. Grantor hereby covenants with Grantee that Grantor is lawfully

seized of said property in fee simple; that it is free of encumbrances except as above stated; that Grantor has good right and lawful authority to convey same; and that Grantee shall have quiet enjoyment thereof. Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever. As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

In Witness Whereof, Grantor has signed and sealed this deed the date above written.

WITNESSES:

Signature of Witness

M. Lewis Hall, Jr. (SEAL)

Maria E Quintanilla
Print Name of Witness

Signature of Witness

Muriel F. Hall (SEAL)

Frances Mary LaPointe
Print Name of Witness

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 31st day of March, 2008, by M. Lewis Hall, Jr. and Muriel F. Hall, who are personally known to me or who have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Signature of Notary Public

(Notary Seal)

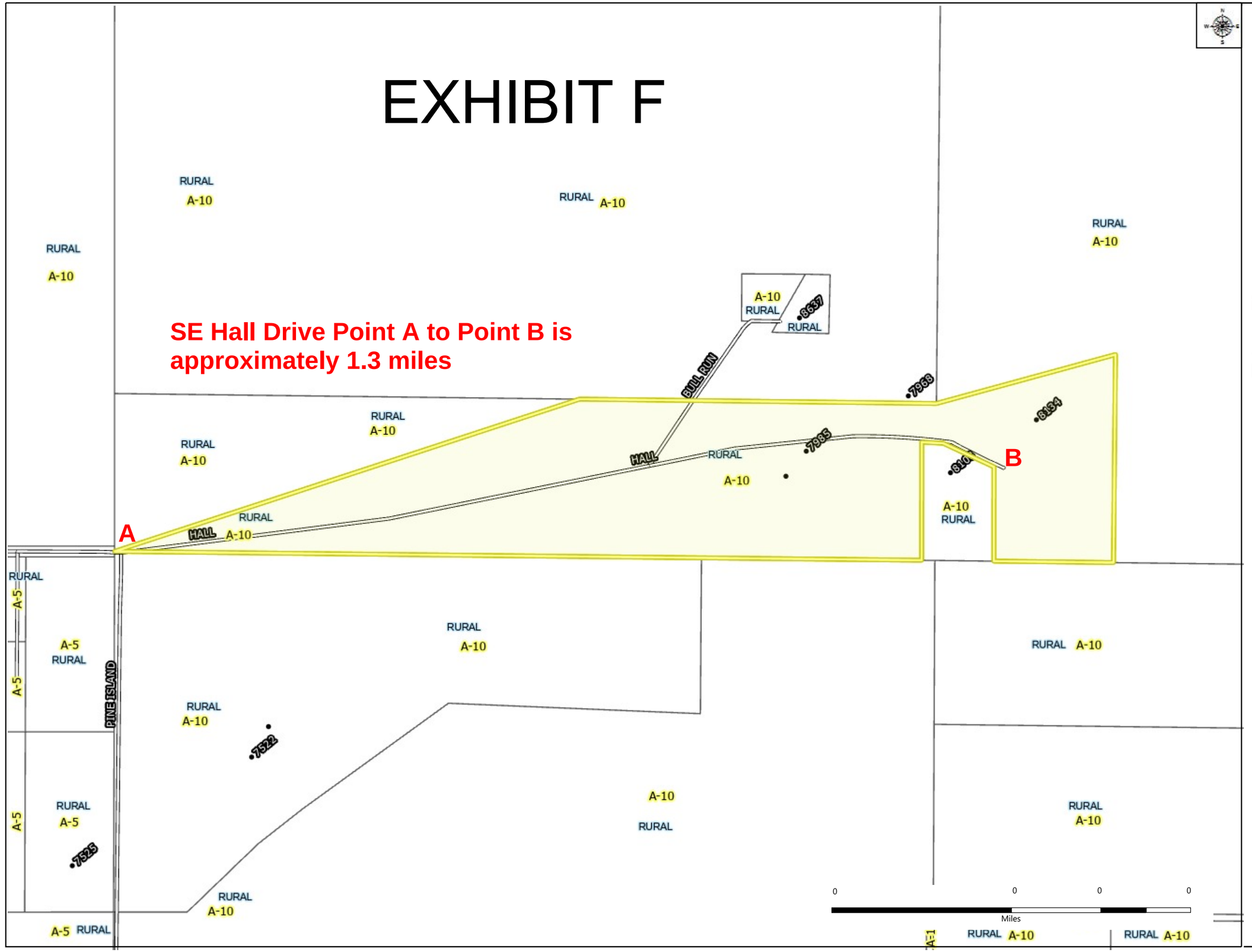
Frances Mary LaPointe
Print Name of Notary Public

I am a Notary Public of the State of Florida
and my commission expires on _____.

845366_1.doc

Frances Mary LaPointe
Commission # DD439503
Expires June 17, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

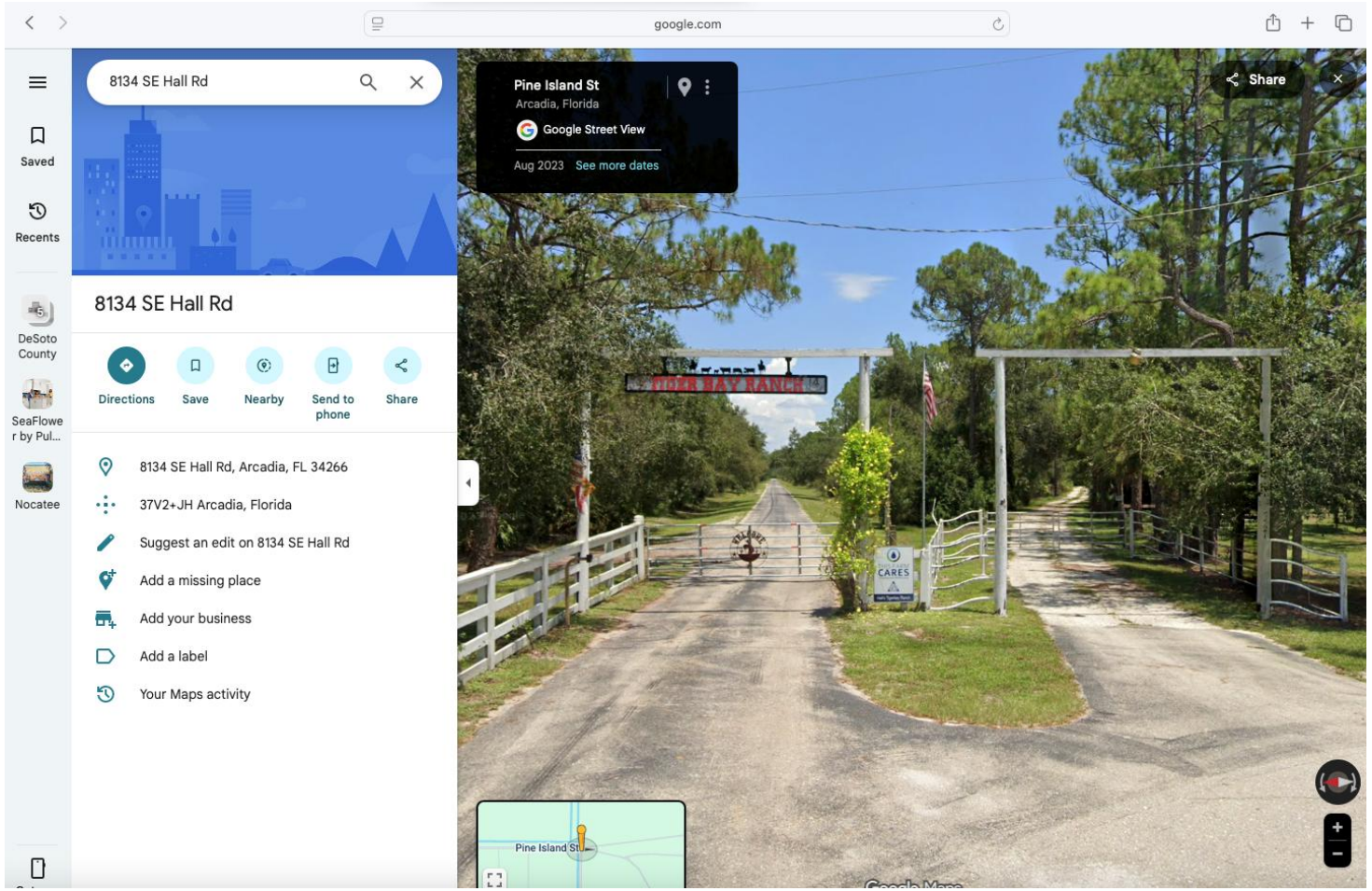
EXHIBIT F

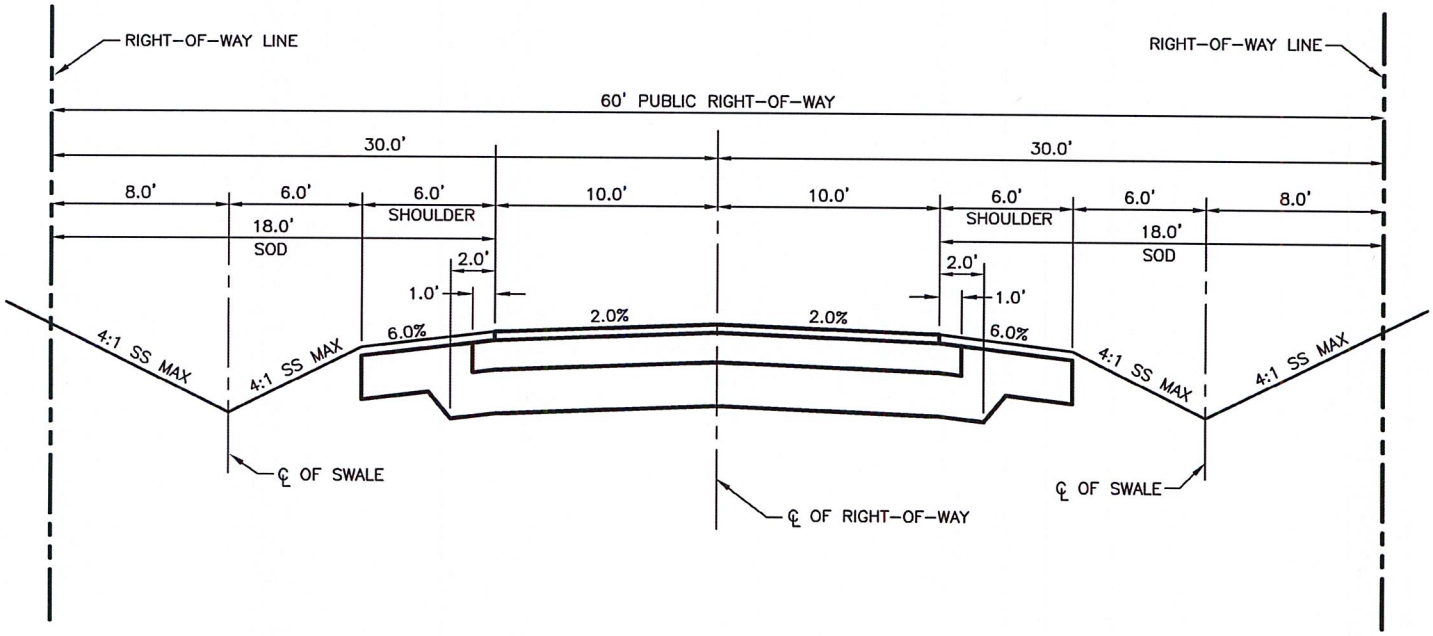


January 21, 2026

Prepared By

HORNER SHIFRIN


google.com
8134 SE Hall Rd
Saved
Recents
DeSoto County
SeaFlower by Pul...
Nocatee
8134 SE Hall Rd
Directions
Save
Nearby
Send to phone
Share
8134 SE Hall Rd, Arcadia, FL 34266
37V2+JH Arcadia, Florida
Suggest an edit on 8134 SE Hall Rd
Add a missing place
Add your business
Add a label
Your Maps activity
Pine Island St
Arcadia, Florida
Google Street View
Aug 2023 See more dates
Share
CARES
Pine Island St



NOTE:

SUB-GRADE, STABILIZED SHOULDER, SHELL OR LIMEROCK BASE COURSE, PRIME COAT APPLICATION AND ASPHALTIC CONCRETE SURFACE COURSE ALONG WITH THE STRUCTURAL NUMBER OF THE PAVEMENT SECTION SHALL CONFORM TO DETAILS D-17A THROUGH D-17F.

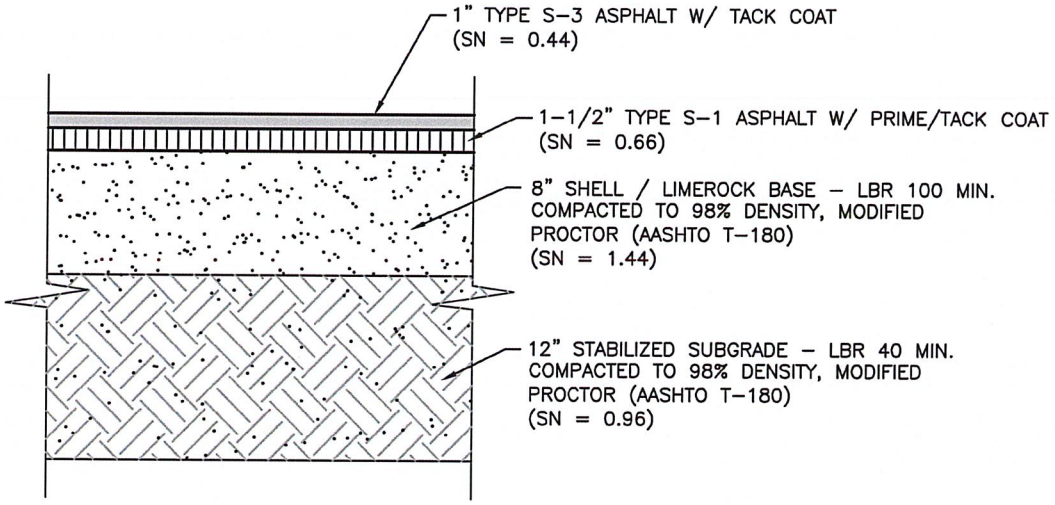
DESOTO COUNTY
DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
201 EAST OAK STREET, SUITE 204
ARCADIA, FLORIDA 34266
OFFICE: 863-491-6165
FAX: 863-491-6163

60' PUBLIC RIGHT-OF-WAY
(OPEN DRAINAGE)

SCALE: NOT TO SCALE

REVISION DATE: 3-24-16

DETAIL D-3A



PAVEMENT SECTION NO. 3

STRUCTURAL NO. = 3.50

MINIMUM STANDARD FOR PUBLIC ROADWAY & ASPHALT DRIVEWAY
WITHIN THE PUBLIC RIGHT-OF-WAY & MODERATE ON-SITE TRAFFIC

NOTE:
ALTERNATE PAVEMENT DESIGNS CONFORMING
TO A STRUCTURAL NUMBER FOR THAT PAVEMENT
SECTION MAY BE APPROVED BY THE COUNTY ENGINEER.

DESOTO COUNTY
DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
201 EAST OAK STREET, SUITE 204
ARCADIA, FLORIDA 34266
OFFICE: 863-491-6165
FAX: 863-491-6163

TYPICAL PAVEMENT SECTIONS NO. 3

DATE:	SCALE:	DETAIL
3-24-16	NOT TO SCALE	D-17C

APPL-0011-2025

NOTICE OF APPEAL TO THE DESOTO COUNTY BOARD OF ADJUSTMENT

NOTICE IS GIVEN that, pursuant to LDR Sec. 20-1523, M. Lewis Hall, III, Trustee, ("Applicant:) appeals to the Desoto County Board of Adjustment, the denial of the application for a certified lot split (CLS-0009-2025) by the Planning Director of Desoto County entered on November 18, 2025. A copy of the letter denying the application is attached hereto as Exhibit "A".

The letter denying the application states "[T]he existing paved private driveway (identified on the Property Appraiser's website as "SE Hall Drive") is shown as access to the proposed lot, but the access was not approved as a public or private street and does not meet the Desoto County Engineering Standards for a street." SE Hall Drive meets or exceeds all Desoto County Engineering Standards for a private roadway. The denial letter also states: "the LDR requires all lots to have a minimum amount of frontage on a *street*, based on the required lot width. Your Applicant requested clarification of this ground for denial and the clarification from the Director argued the travel way appears to be a driveway rather than a road. See Exhibit "B." Applicant's proposed lot split has 300-feet frontage on SE Hall Drive, a private road.

WILLIAMS, PARKER, HARRISON,
DIETZ & GETZEN

/s/ M. Lewis Hall, III

M. LEWIS HALL, ESQUIRE
Florida Bar No. 0249513
50 Central Avenue, Eighth Floor
Sarasota, Florida 34236
Telephone: (941) 366-4800
Facsimile: (941) 366-5109
Primary Email: lhall@williamsparker.com
Secondary Email: mwengerd@williamsparker.com
Attorneys for M. Lewis Hall, III, Trustee

9347577.v1

Desoto County
Board of County Commissioners
Planning and Zoning
201 East Oak Street; Suite 204
Arcadia, Florida 34266

November 18, 2025
Revised Letter

M. Lewis Hall, III Trustee
Lewis Hall, III U/A dated March 23, 2015
8637 SE Bull Road
Arcadia, FL 34266

Sent via email to: lhall@williamsparker.com

RE: Certified Lot Split (CLS-0009-2025) – Denial
Parent Parcel ID Number: 08-39-26-0000-0010-0000

Dear Mr. Hall

This letter has been revised to correct a typo in the LDR reference in the third paragraph below. Section 20-231(c)(s) should have been Section 20-231(c)(2). This letter serves as denial of the above-referenced application for a Certified Lot Split.

The application is inconsistent with Desoto County Ordinance No. 2025-010 regarding the required access for certified lots. The existing paved private driveway (identified on the Property Appraiser's website as "SE Hall Drive") is shown as access to the proposed lot, but the access was not approved as a public or private street and does not meet the Desoto County Engineering Standards for a street.

Pursuant to Section 20-231(c)(2) of the Land Development Regulations (LDR), a Certified Lot Split can be approved when the proposed lot has *"...existing access to a pubic or private street constructed in conformance with the Desoto County or State of Florida Engineering Standards or is listed in the official inventory of County maintained streets."*

Additionally, the LDR requires all lots to have a minimum amount of frontage on a *street*, based on the required lot width.

A private street can be approved with an Improvement Plan.

Should you want to convert the existing driveway to a street, LDR Section 20-445(a)(2) allows the Board of County Commissioners to approve exceptions to the adopted engineering standards that cannot be reasonably achieved, through the Development Plan process.



Please also note for your information that a majority of the proposed Certified Lot Split is within the Conservation Overlay District, indicating the potential for wetlands. The State of Florida regulates the protection of wetlands.

The two applications mentioned above are included with this letter for your convenience. Please don't hesitate to contact me via email at planning@desotobocc.com with any questions.

Sincerely,

Misty Servia, AICP
Planning Director

Attachments:
Boundary Survey
Development Plan and Improvement Plan applications

Wengerd, Mindy

Subject: FW: Certified Lot Split - CLS-0009-2025

From: Misty Servia <m.servia@desotobocc.com>
Sent: Tuesday, November 18, 2025 3:04 PM
To: HALL, III, M. LEWIS <lhall@williamsparker.com>
Cc: Planning <Planning@desotobocc.com>; jclyatt@30south.net
Subject: RE: Certified Lot Split - CLS-0009-2025

Good afternoon, Mr. Hall,

Please give Charlie my regards – I always loved working with him! I imagine his daughter is all grown up! I remember when she was born.

Thank you for identifying a typo in the letter. The LDR reference should have been, 20-231(c)(2) instead of 20-231(c)(s). I have attached a corrected letter to this email.

I have also attached the adopted ordinance 2025-010 for you, as Muni-code has not yet processed the amendment into our online LDR.

Regarding the SE Hall Drive – I don't find records that show the street was ever approved through the county and the travel way appears to be a driveway, rather than a road. Please share any records that you may have to the contrary.

In DeSoto County, each lot must have frontage on a road (public or private), and the amount of frontage is based on the required lot width for the zoning district. Eighty percent of the required lot width is required along the street for standard lots and 60% is required when a lot fronts a cul-de-sac. The proposed certified lot showed 300' of frontage on a *driveway*, not a *road*.

New private streets are considered "major developments" and are reviewed with an Improvement Plan to ensure they are designed and constructed to county standards. New public streets are reviewed with a major plat application.

The engineering standards for local roads (private and public) require 60' in width. The Board can authorize deviations to engineering standards with a Development Plan.

An appeal can be filed within 60 days, to be heard by the Board of Adjustment, per LDR Section 20-1523. The fee is $150.

Hope this is helpful. Please let me know if you have any additional questions.

Respectfully,
Misty Servia, AICP

EXHIBIT
B

DeSoto County Planning Director
Email: m.servia@desotobocc.com
Office: 863.993.4806
Cell: 863.444.7627
Address: 201 E Oak Street, Suite 204
Arcadia, FL 34266

DESOTO COUNTY
PLANNING AND ZONING DEPARTMENT STAFF REPORT

CASE #:	APPL-0011-2025
REQUEST:	Appeal to the Board of Adjustments
PROPERTY OWNER:	Hall M Lewis Estate 8134 SE Hall Drive
APPLICANT:	M. Lewis Hall III
PROPERTY ID:	08-39-26-0000-0010-0000
TOTAL PARCEL SIZE:	+/- 149.41 acres
ZONING DISTRICT:	A-10 (Agricultural – 10)
FUTURE LAND USE DESIGNATION:	Rural/Agricultural

PROPOSED REQUEST:

The applicant requests an Appeal to the Board of Adjustment (the "BOA") for a denial rendered on November 18, 2025, for a Certified Lot Split, CLS-0009-2025 (Exhibit A).

BACKGROUND:

On May 27, 2025 the Board adopted Ordinance No. 2025-007 amending the County's subdivision regulations to allow the subdivision of land, subject to certain requirements through an administrative lot split process (Certified Lot), which was further clarified with the adoption of Ordinance No. 2025-010 (Exhibit D) on August 12, 2025.

The Certified Lot procedure provides a simplified process and streamlined alternative to Subdivision for land that meets certain basic standards, including legal access. Certified lots are created from unplatted land that meet the minimum dimensional requirements of the zoning district and are consistent with the LDR and Comprehensive Plan.

On August 11, 2025, an 11.86-acre parcel was the subject of a Quit Claim Deed (Exhibit B) between Don Thomas Hall, individually and as co-trustee and M. Lewis Hall, individually and a co-trustee of a family Trust.

The Development Department received an application signed on September 16, 2025, for a Certified Lot Split for land addressed as 8134 SE Hall Drive in Arcadia, Florida (Exhibit C).

Ensuring legal access is an important component of the review for a certified lot. The county engineer is responsible for reviewing streets to ensure they meet the county's engineering standards, and these standards include the width of the right-of-way or easement, width of the travel surface, road subbase, and base materials, etc. These standards are in place, in part, so that public services such as fire trucks, ambulances, garbage trucks and other vehicles can safely access homes and businesses. An engineering review of new roadways is conducted with an Improvement Plan.

The Certified Lot Boundary Survey shows a 60' wide ingress/egress easement, with reference to Instrument No. 200814005356 (Exhibit E). However, the recorded instrument is a Warranty Deed between M. Lewis Hall, Jr and wife Muriel F. Hall (Grantor) and M. Lewis Hall, III (Grantee for conveyance of a parcel of land and does not provide the creation date or details of the easement.

The driveway shown as access for the proposed Certified Lot, is a dead-end driveway (not a roadway/maintained right-of-way) that begins at the end of Pine Island Road, a local public road, and extends approximately 1.3 miles (Exhibit F). The applicant explained that the subject driveway was given a name (SE Hall Drive) by the Property Appraiser.

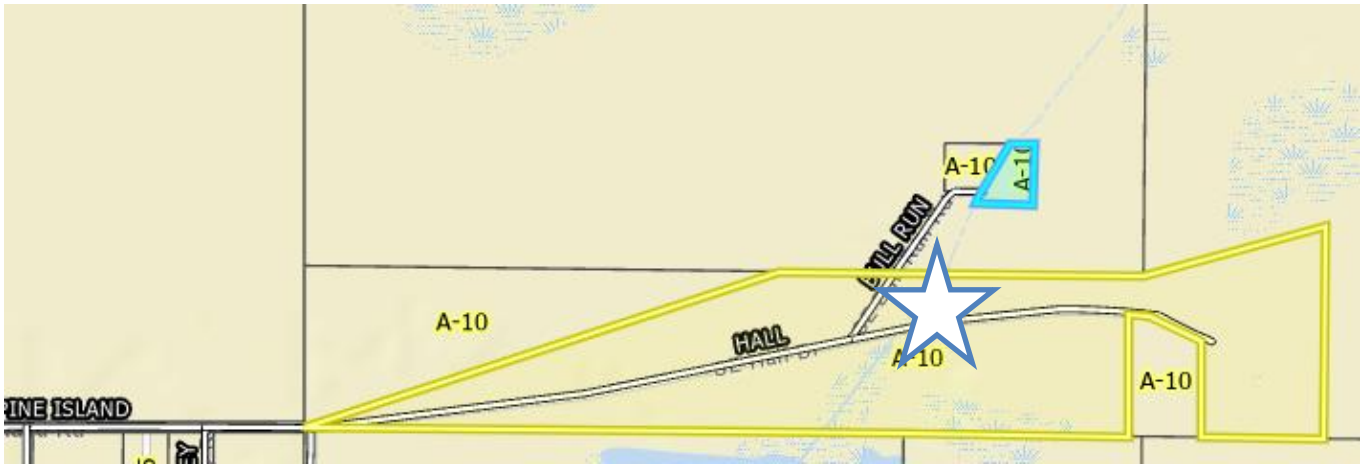
Because there is no county record of an approved roadway for the creation of SE Hall Drive, there is no evidence that the driveway was built to the minimum required engineering standards. The county engineer is unable to determine if it meets the minimum standards by inspection in the field, and therefore, the Certified Lot Split could not be approved.

SE Hall Drive – Four Lots

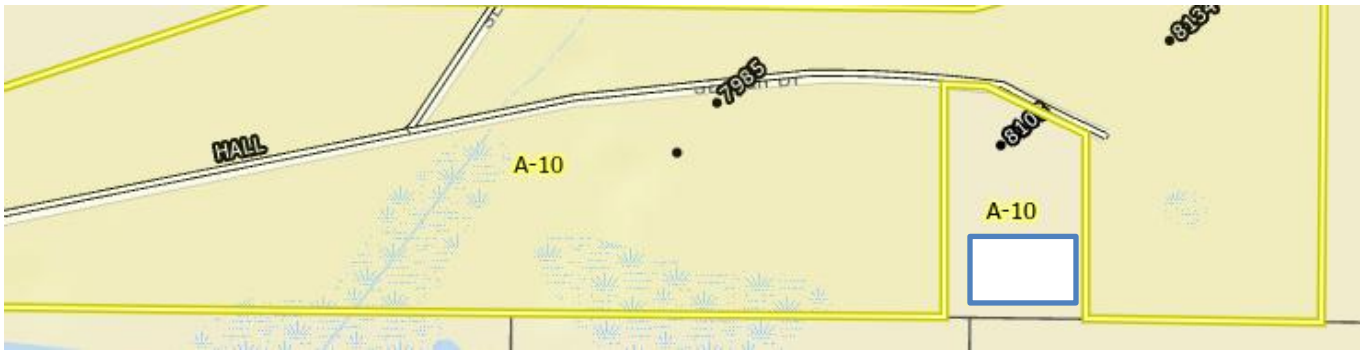
There are currently 2 parcels along the driveway (SE Hall Drive), and it is unclear when the parcels were created or if they were legally established.

Per the DeSoto County Property Appraiser website, and a review of an aerial photo, the following information for these parcels is provided, utilizing Exhibit F:

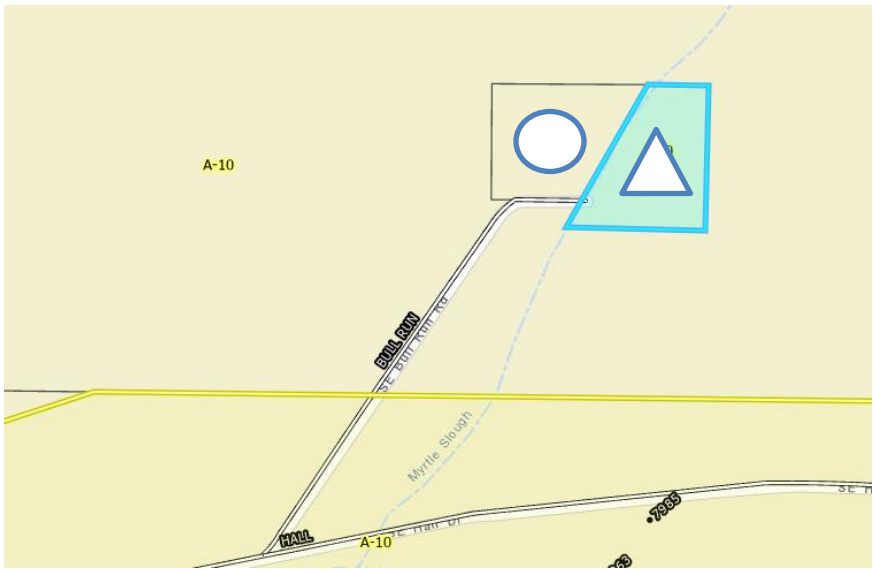
Parcel Number 08-39-26-0000-0010-0000 was the parent parcel shown on the Certified Lot application (identified with star) is addressed as 8134 SE Hall Drive and contains 149.41 acres. There are several structures on the parcel.



Parcel Number 08-39-26-0000-0012-0000 (identified with rectangle) is addressed as 8103 SE Hall Drive and contains 10 acres. No structures are evident.



Additionally, another driveway labeled, “Bull Run” branches off of SE Hall Drive, leading to a parcel shown on the Property Appraiser’s website as Parcel Number 07-39-26-0000-0021-0000 (identified with triangle), addressed as 8637 Bull Run Road, containing 3 acres, with a driveway that branches from Bull Run Road, to what appears to be a house based on a review of the GIS aerial.



A second contiguous parcel (identified with circle) appears to exist but does not have an individual parcel number. This parcel contains a separate driveway branch and several structures, as viewed on the GIS aerial.

County planning records showing approval of the four aforementioned parcels are not evident.

REASONS FOR DENIAL OF CLS-0009-2025:

1. Access: The Certified Lot application was found to be inconsistent with Desoto County Ordinance No. 2025-010 (Exhibit D) regarding the required access for Certified Lots. The application showed an existing paved private driveway (identified on the Property Appraiser's website as "SE Hall Drive") as access to the proposed lot, but the access was not approved as a public or private street and does not meet the Desoto County or State Engineering Standards for a street.

   Section 20-231(c)(2) of the Land Development Regulations (LDR), a Certified Lot Split can be approved when the proposed lot has *"…existing access to a public or private street constructed in conformance with the Desoto County or State of Florida Engineering Standards or is listed in the official inventory of County maintained streets."*

Staff Analysis: The proposed lot was shown along a 12' wide asphalt driveway, within a 60' wide ingress/egress easement. It is not uncommon for a landowner of large agricultural properties to construct farm trails to conduct an agricultural business, which may be the history of said driveway. Nevertheless, the driveway does not comply with LDR Section 20-231(c)(2), a requirement for approval of a Certified Lot Split. A picture of the driveway can be viewed as Exhibit G.

There are no records showing the driveway was approved as a street with an Improvement Plan application and therefore the driveway is neither a recognized public nor private street.

There are no records available showing that the driveway was constructed in conformance with the Desoto County or State of Florida Engineering Standards or that is it listed in the official inventory of county-maintained streets.

The boundary survey for the Certified Lot shows the following deficiencies per the county engineering detail standard D-3-A (Exhibit H):

(a) The travel way must be a minimum of 20 feet in width (two 10- wide lanes), and
(b) A 6-foot-wide shoulder is required on each side of the travelway, and.
(c) A 14-foot-wide swale is required on each side of the road.

Additionally, it is impossible to understand the construction standards used for the subbase and pavement materials by visual inspection or field review of the driveway, therefore the county is unable to determine if the driveway was constructed per the engineering detail standard requirements of D-17C (Exhibit I).

Per the County Engineer, if the driveway was submitted for approval of a roadway through the Improvement Plan process, the roadway would be reviewed against the Engineering Detail Standards, numbered D-3A (Exhibit H) and D-17C (Exhibit I), attached for reference.

2. Lot Frontage: To be eligible for a Certified Lot split, per Section 20-231(c)(1) and (2) the lots must be consistent with the LDR and Comprehensive Plan, and buildable per the current zoning of the proposed parcel(s). Pursuant to the LDRs, all lots must have a certain amount of frontage on a street, based on the required lot width. This requirement is described in the definition of "Lot measurement, width" in Section 20-1650, as follows:

> LDR Regulation: *Lot measurement, width. Width of a lot shall be considered to be the average distance between straight lines connecting front and rear lot lines at each side of the lot, measured as straight lines between the foremost points of the side lot lines in front (where they intersect with the street line) and the rear most points of the side lot lines in the rear, provided however that the width between the side lot lines at their foremost points in the front shall not be less than 80 percent of the required lot width except in the case of lots on the turning circle of a cul-de-sac, where the width shall not be less than 60 percent of the required lot width or 60 feet, whichever is smaller.*

Staff Analysis: The subject lot does not have any frontage on a street and only has frontage on a driveway.

OPTIONS TO REMEDY THE ISSUE IN COMPLIANCE WITH THE LDR:
Staff suggested the following alternative options to the applicant after denial of the Certified Lot Split.

1) Improvement Plan: File and obtain an approved Improvement Plan for a private street reflecting that the roadway meets the Desoto County or State of Florida engineering standards.

2) Development Plan: File a Development Plan asking the Board to approve the existing driveway in its current condition. Section 20-445(a)(2) allows the Board of County Commissioners to approve exceptions to the adopted engineering standards that cannot be reasonably achieved.

3) Minor Subdivision/Improvement Plan: Filing a minor subdivision application with the Improvement Plan will allow all of the lots that have been split off by deed and a private street to be reviewed and approved in accordance with the applicable regulations.

4) Major Subdivision/Improvement Plan: Filing a major subdivision application with an Improvement Plan will allow for review of all lots with a request to extend Pine Island Road, a public right-of-way.

BOARD OF ADJUSTMENT'S ROLE:

Section 20-1523 of the Land Development Regulations (LDR) sets forth the procedures for the BOA hearing.

Specifically, the authority of the BOA is outlined in Section 20-1523 (b) and states, in part "…the Board of Adjustment may, so long as such action is in conformity with the terms of the LDR reverse, or affirm, wholly or partly, or may modify Zoning District requirements, decision, or

determination appealed from and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the Development Director from whom the appeal is taken."

The verbatim language of this section is as follows:

LDR Sec. 20-1523. Appeals of decisions of the Development Director.

(a) Appeals to the Board of Adjustment concerning interpretation or administration of these regulations or for variance under the LDR may be taken by any person aggrieved or by any officer, or agency of the County of DeSoto affected by any decision, determination or requirement of the Development Director. Such appeals shall be taken within a reasonable time not to exceed 60 days or such lesser period as may be provided by the rules of the Board of Adjustment, by filing with the Development Director and with the Board, of notice of appeal specifying the grounds thereof. The Development Director shall forthwith transmit to the Board of Adjustment all papers constituting the record upon which the action appealed from was taken. The Board of Adjustment shall fix a reasonable time for the hearing of the appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or attorney for any person.

(b) In exercising the above-mentioned powers, the Board of Adjustment may, so long as such action is in conformity with the terms of the LDR reverse, or affirm, wholly or partly, or may modify Zoning District requirements, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the Development Director from whom the appeal is taken.

(c) In matter of review, the concurring votes of a majority of the members of the Board of Adjustment present at a meeting shall be necessary to reverse any order, requirement, decision, or determination of the Development Director, or to decide in favor of the applicant on any matter upon which it is required to pass under these regulations. The final determination of the Board of Adjustment shall be made in writing and shall be made available to the applicant.

(d) An appeal stays all proceedings in furtherance of the action appealed from, unless the Development Director from whom the appeal is taken certifies to the Board of Adjustment after the notice of appeal is filed with him that, by reasons of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life and property. In such case proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Adjustment or by a court of record on application, on notice to the Development Director and on due cause shown.

STAFF RECOMMENDATION:

Staff recommends denial of the appeal (i.e., affirm the decision of the Development Director), as Section 20-1523 (b) allows approval only when such action is in conformity with the terms of the LDR. Additionally, there are LDR compliant options available to the applicant to approve the desired lot split.

PUBLIC HEARING SCHEDULE

Board of Adjustment – February 17, 2026

ATTACHMENTS

Exhibit A: Certified Lot Split, CLS-0009-2025 Denial Letter & Survey
Exhibit B: Quit Claim Deed
Exhibit C: Certified Lot Split Application (with attachments)
Exhibit D: Desoto County Ordinance No. 2025-010 (Certified Lots)
Exhibit E: Instrument No. 200814005356
Exhibit F: GIS Map showing driveway
Exhibit G: Picture of Driveway from Pine Island Road
Exhibit H: County Engineering Detail Standard D-3A
Exhibit I: County Engineering Detail Standard D-17C

BOARD OF ADJUSTMENT
DESOTO COUNTY
Administration Building
Suite 201
201 East Oak Street
Arcadia, Florida 34266
Telephone (863) 993-4800
Drug-Free Work Place

February 26, 2026

M. Lewis Hall
M. Lewis Hall, III, Trustee
50 Central Avenue, Eighth Floor
Sarasota, Florida 34236

Re: Certified Lot Split CLS-0009-2025

Dear Mr. Hall:

This letter is to confirm the decision of the DeSoto County Board of Adjustments at their meeting on February 17, 2026 on application **CLS-0009-2025** for the proposed lot split at 8134 SE Hall Drive, Arcadia, FL 34266. It was the Board's action resulted in a 2-2 tie vote (**NO ACTION**); the result upholds the Development Director's decision denying the lot split. Appeals of this non-decision of the County Commission pursuant to Sec. 20-1525 of the Land Development Regulations.

Sincerely,

Bill Martin
Chair

NOTICE OF APPEAL TO THE BOARD OF COUNTY COMMISSIONERS

NOTICE IS GIVEN under LDR Sec. 20-1525, M. Lewis Hall, III, Trustee, ("Applicant:) appeals to the Board of County Commissioners the decision of the Desoto County Board of Adjustment on February 17, 2026, affirming the denial of the application of the Applicant for a certified lot split (CLS-0009-2025) by the Planning Director of Desoto County.

ISSUES ON APPEAL

1. Was it the intent of the BOCC in adopting LDR §20-231 to impose its LDR road width and structural requirements for public roads on private property owners constructing a private road on their property?
2. Was it the intent of the BOCC in adopting LDR §20-231(c)(2) that each certified lot have existing access constructed in conformance with the Desoto County or State of Florida engineering standards or that the access be connected to a road constructed in conformance with the Desoto County or State of Florida engineering standards?
3. Was it the intent of the BOCC in adopting LDR §20-231(c)(2) to delegate to the County Engineer the power to set road width and structural standards for private roads, private driveways or private streets as LDR requirements?
4. Was it the intent of the BOCC in adopting LDR §20-231(c)(2) that the term "street" means a public street, and if so, does "street" include a public road, a public driveway or any other public right of way of a State road system?
5. Was it the intent of the BBOC in adopting LDR §20-231(c)(3) that the prohibition against establishing a new street apply only to public rights of way of a State road system, but not to the establishment of private roads, private streets or private driveways on private property?

6. Does LDR §20-231 conflict with LDR §20-757(b) and if so, which ordinance controls? LDR §20-757(b) states "[A] building permit shall be issued for any size parcel of land if one of the following conditions are satisfied:

   (1) The parcel of land has frontage on either:

      a. A right of way of a State road system;

      b. A perpetual easement recorded prior to March 1,1982, which connects the parcel of land with any of the various other types of rights-of-way described in Subsection (b)(1) a, e, g or h.3 of this section."

7. Did the BBOC in enacting LDR §20-231 intend that A-10 agricultural lot splits must comply with the LDR requirement that all lots must have a certain amount of frontage on a street, based on the required lot width as defined in LDR §20-1650?

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24th day of February, 2026, a true and correct copy of the foregoing has been sent by Email to **Derek P. Rooney, Esquire** 12800 University Drive, Suite 260, Fort Myers, FL 33907 at derek.rooney@gray-robinson.com and **Valerie Vicente, Esquire**, 8201 Peters Road, Suite 1000, Plantation, FL 33324 at vvicente@ngnlaw.com.

WILLIAMS, PARKER, HARRISON,
DIETZ & GETZEN

/s/ M. Lewis Hall, III
M. LEWIS HALL, ESQUIRE
Florida Bar No. 0249513
50 Central Avenue, Eighth Floor
Sarasota, Florida 34236
Telephone: (941) 366-4800
Facsimile: (941) 366-5109
Primary Email: lhall@williamsparker.com
Secondary Email: mwengerd@williamsparker.com
Attorneys for M. Lewis Hall, III, Trustee

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The Daily SUN
Charlotte • DeSoto • Sarasota

Ticket# 3985030-1
Hearing 3.24
2X7
Submitted by: Laura McClelland
Publish: 3/13/26
413794 3985035

PUBLISHER'S AFFIDAVIT OF PUBLICATION STATE OF FLORIDA COUNTY OF CHARLOTTE:

Before the undersigned authority personally appeared Jill Kelli Di Benedetto, who on oath says that she is the Legal Advertising Representative of The Daily Sun, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Legal Notice that was published in said newspaper in the issue(s)

03/13/26

as well as being posted online at www.yoursun.com and www.floridapublicnotices.com.
Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jill Kelli DiBenedetto

(Signature of Affiant)

Sworn and subscribed before me this 13th day of March, 2026

Laura M Robins

(Signature of Notary Public)

Notary Public State of Florida
Laura M Robins
My Commission HH 282830
Expires 9/26/2026

Personally known _X_ OR ___Produced Identification

POLICE BEAT

The Charlotte County Sheriff's Office reported the following arrests:

■ Jeffrey Michael Felton, 28, 3100 block of Normandy Drive, Port Charlotte. Charge: abandonment of animals; torment, deprive mutilate or kill animal. Bond: $8,000.

■ Quinzel Sheldon, 19, 8200 block of Chico St., Port Charlotte. Charges: three counts of giving false verification statement to second-hand dealer, three counts of dealing-trafficking in stolen property. Bond: none.

■ John Joseph Hollister, 42, 14300 block of Newcomb Road, Port Charlotte. Charges DUI with blood-alcohol of .15% or with person under 18 in vehicle, child neglect without great bodily harm, marijuana possession. Bond: none.

■ Thomas Legree Graham, 40, 1000 block of Bowman Terrace, Port Charlotte. Charges: petty theft, violation of probation. Bond: none.

■ Haley Ruth Albert, 36, 3300 block of Dalehart Court, North Port. Charge: aggravated battery with deadly weapon. Bond: $25,000.

■ Shawn Freeman, 46, 500 block of Corto Andra St., Punta Gorda. Charges: dealing-trafficking in stolen property, two counts of giving false owner information on pawned items, grand theft. Bond: none.

■ Brian Jerome Hartmanstorfer, 32, 2400 block of Auburn Blvd., Port Charlotte. Charges: two counts of possession of a firearm by a convicted felon, marijuana possession, possession of drug paraphernalia, resisting officer without violence, possession of controlled substance in detention facility. Bond: none.

■ Travis Grant Walters, 29, 2200 block of Lee Terrace, Port Charlotte. Charges: possession of firearm or ammunition by convicted felon, possession of controlled substance without prescription, possession of drug paraphernalia. Bond: none.

■ Robert John Amend, 30, 1500 block of Harbor Blvd., Port Charlotte. Charge: battery, criminal mischief. Bond: none.

■ Shyanne Rose Ferrell Lynch, 24, 3100 block of Brooklyn Ave., Port Charlotte. Charges: possession of controlled substance without prescription, marijuana possession, possession of drug paraphernalia, non-support of dependents: Bond: $3,003.

■ William Joseph Stone, 29, 2500 block of Emrose Lane, Port Charlotte. Charges: possession of controlled substance without prescription, possession of drug paraphernalia, failure to appear. Bond: none.

■ Ricardo T. Tavares, 30, address withheld. Charge: battery. Bond: $1,500.

■ Rodney Warren Jackson, 33, 2200 block of Inwood Circle N., Jacksonville. Charge: possession of controlled substance without prescription, marijuana possession, possession of drug paraphernalia, driving with suspended license. Bond: $5,000.

The Sarasota County Sheriff's Office reported the following arrests:

■ Anthony Arthur Garson, 83, 1800 block of Neptune Drive, Englewood. Charge: battery. Bond: $1,000.

■ Devon Joshua Betters, 28, 700 block of N. Indiana Ave., Englewood. Charge: battery. Bond: none.

■ Anthony John Antonucci, 62, 8500 block of San Pablo Ave., North Port. Charge: battery. Bond: $1,000.

North Port Police Department reported the following arrests:

■ Timothy Allen Pruitt, 66, 3500 block of W. Price Blvd., North Port. Charge: battery. Bond: $1,000.

■ Nichole Michelle Fisher, 45, 8600 block of Aero St., North Port. Charges: DUI, driving with suspended license. Bond: $650.

■ Kevin Eugene Mullins, 49, 5100 block of Farmington Ave., North Port. Charges: possession of controlled substance without prescription, possession of drug equipment. Bond: none.

The DeSoto County Sheriff's Office reported the following arrests:

■ Mariah Haley Davis, 35, 1000 block of NW Eucalyptus Ave., Arcadia. Charges: two counts of possession of controlled substance without prescription, possession of drug equipment. Bond: $5,500.

■ Samuel Torres, 25, 1100 block of SE Third Ave, Arcadia. Charges: DUI, disorderly conduct, obstruction with violence. Bond: $1,650.

■ George Chester Shaver Jr., 52, 6700 block of 34th Ave. E, Bradenton. Charges: possession of controlled substance without prescription, possession of drug equipment, driving with suspended license-habitual offender. Bond: $5,500.

Compiled by Chris Porter

Animal/ from B1

him into the Charlotte County Jail Thursday and he was released later in the day after posting $8,000 bond.

Court records show Felton was arrested July 12, 2025, about two months after the dog's death. He was charged with felony battery.

Felton told deputies investigating that case that he reached a '"boiling point" when the victim in that case threatened to throw out "his dog's ashes," the report states.

Felton pleaded no-contest to that charge and was placed on probation, according to court records.

Future/ from B1

The idea also is keeping non-college-bound kids in Southwest Florida, or "developing a community, kids taking ownership," he added.

Four teens enrolled in the Tradesman Place program on a recent day spent three hours on CPR training, for instance, which was hosted by Breathe Florida, a nonprofit started by Andrew Emerton, himself saved by a friend trained in CPR, or cardiopulmonary resuscitation. The recruits attend classes Monday-Friday, three hours per session.

Wild noises outside the classroom were the students pressing on a CPR manikin, in cadence, elbows locked, pumping and blowing air into the lungs, getting involved the very physical act of saving of a life. Drowning and other topics were covered. They seemed intensely involved — and having fun doing it as a team.

Students in the program are paid an hourly wage by host employers, who also pay additional fees to Tradesman Place for the program that will run concurrently with school.

Phillips stripped and refurbished a building to host the program.

Phillips is also creating a platform for Tradesman kids to build an electronic resume, complete with every accomplishment, badge and certificate achieved. Potential employers would access the platform, see a candidate with advanced life skills and an stronger ability to absorb new information, he said.

"Life is easy," he said, "if you keep doing the right thing."

For more information, visit tradesmanplace.com

Switch/ from B1

change would create more chaos than positive outcomes.

According to survey results shared by the district on Wednesday, parents, teachers and staff weighed in on the idea before the School Board did, with the majority siding with the current schedule.

The proposed changes were:

■ **Elementary**: Start at 7:40 a.m., end at 2:10 p.m., earliest student bus pickup would be 6:09 a.m.

■ **Middle:** Start at 9:20 a.m., end at 4:20 p.m., earliest student bus pickup would be 7:53 a.m.

■ **High:** Start at 8:30 a.m., end at 3:30 p.m., earliest student bus pickup would be 6:34 a.m.

According to surveys taken by each school's advisory committee, known as SACs, 17 were in favor of keeping the original schedule — that included picking up high school students as early as 5:14 a.m.

Only two schools did not match the same sentiments.

Port Charlotte Middle School's vote resulted in a tie, and and Charlotte High did not hold a quorum for a vote.

Each SAC meeting about the time-change proposals was open to the public for parents and families to voice their opinions, but only SAC members are able to vote. Each school principal was also involved in the discussion.

YEAR-ROUND SCHOOL

SACs were also in charge of reaching a decision on whether to transition one school with a year-round schedule — Peace River Elementary — to the traditional school year schedule following by most schools in the district.

Year-round schools start in July and have a longer period of instruction followed by a longer, two-week break instead of the traditional one, like for spring break.

Sallie Jones Elementary in Punta Gorda and East Elementary are also year-round schools. They were the first schools to go on a year-round schedule, in the 1990s, while Peace River joined them in adjusting its calendar in 2016.

The decision to change or keep Peace River's schedule was in the hands of families.

According to survey results shared by the district on Wednesday, the majority of families voted to keep the schedule they have for now.

Per CCPS policy, if a school would like to discontinue its year-round schedule, a poll of each student's family except students of the current outgoing class must be done to determine the support of the proposal.

According to the district, the school sent out 343 hardcopy ballots to each of its eligible voting households. The school also held to meetings prior to the vote.

Families had about a week to get their votes in.

Out of the 214 families who returned their ballots, 56% voted in favor of keeping the year-round calendar, while 44% voted to go back to the traditional calendar.

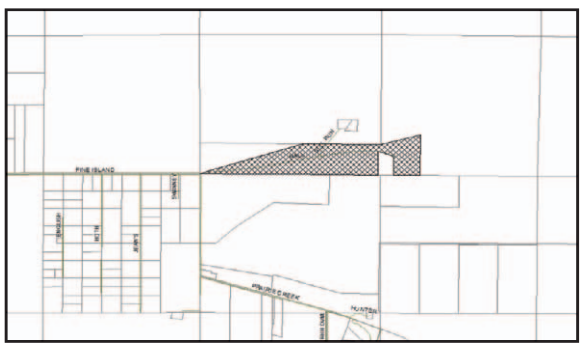
Because it did not pass, the schedule change did not go to the School Board for a vote.

NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 20-1525 of the DeSoto County Code of Ordinances, that the below hearing will be held by the DeSoto County Board of County Commissioners (Board) on the dates and times listed below, or as soon thereafter, as they may be heard on those dates. All public hearings will be held in the County Commission Meeting **Room 103, Administration Building, 201 E. Oak Street, Arcadia, Florida.** Copies of the record and any related documents are available at the Development Department Room 204, Administration Building, 201 E. Oak Street, Arcadia, Florida five days prior to the meeting dates and are available on the County's website at www.desotobocc.com under Department News and News & announcements. Members of the public may appear and be heard on the matters to be considered. Pursuant to Section 286.0105, F.S., if a person decides to appeal any decision of the Board with respect to any matter considered as such meeting or hearing, he or she will need a record of the proceedings, and for such purpose, may need to arrange for a verbatim transcript to be prepared.

BOARD OF COUNTY COMMISSIONERS: Tuesday, March 24, 2026 at 3:00 PM (or as soon thereafter as it may be heard)

A HEARING OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, OF AN APPEAL BY M. Lewis Hall, III, Trust OF THE DECISION OF THE BOARD OF ADJUSTMENTS RELATED TO THE DEVELOPMENT DIRECTOR'S DENIAL OF A CERTIFIED LOT SPLIT APPLICATION (CLS-0009-2025), FOR PROPERTY IN THE AGRICULTURE - 10 (A-10) ZONING DISTRICT AND LOCATED AT 8134 SE HALL DRIVE, THE PROPERTY INDENTIFICATION NUMBER BEING 08-39-26-0000-0010-0000



adno=3985030-1



adno=3983209-1



adno=3980746-1

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Sec. 20-1728. - Road construction.

(a) *General.* All road construction shall conform to the requirements of this section, applicable construction details and the County Standard Engineering Details and appropriate sections of the FDOT Standards Specifications. Paved road construction shall consist of clearing and grabbing, earthwork if required, stabilized subgrade, base course, prime coat, and asphaltic concrete wearing surface.

(b) *Material.*

(1) Subgrade stabilizing material shall conform to the FDOT Standard Specifications.

(2) Base course material shall be bank run shell or lime rock. Bank run shell material shall essentially consist of broken mollusk shell found in natural deposits. The material shall be non-plastic and shall contain proper bonding. Lime rock material shall meet the requirements of the FDOT Standard Specifications.

(3) Bituminous materials: Prime coat shall be cut-back asphalt conforming to FDOT Standard Specifications.

(4) Sand for prime coat shall be clean dry sand, free of sticks, trash, roots and other organic materials. Sand shall have a plastic index less than 4.0 and shall be free of silt and rock particles or clay balls larger than one-quarter inch in size.

(5) Asphaltic concrete material for surface course shall be Type S-1 or Type III conforming to the current FDOT Standard Specifications. The aggregate shall consist entirely of crushed stone or gravel. The required stability shall be at least 800 pounds as determined by Marshall Stability Tests. Plant methods and equipment for the manufacture of asphalt concrete shall conform to the FDOT Standard Specifications.

(c) *Construction.*

(1) Subgrade construction shall be Type B Stabilization conforming to the FDOT Standard Specifications except that the use of mechanical rock spreaders is not required. Complete mixing to the full width and depth of the stabilized subgrade is required. After mixing, the subgrade will be tested for LBR value and if found to be less than required, additional stabilizing material must be added and the subgrade shall again be mixed to full width and depth and again tested for LBR value.

(2) Shell base course construction shall conform to the FDOT Standard Specifications.

(3) Lime rock base course construction shall conform to the FDOT Standard Specifications.

(4) Prime coat application shall conform to the FDOT Standard Specifications. The base course shall be sanded conforming to the FDOT Standard Specifications immediately following the application of prime material.

(5) Asphaltic concrete surface course construction shall conform to the FDOT Standard Specifications.

(LDR, § 14104; Ord. No. 2012-01, § 14104, 5-22-2012)

Sec. 20-1523. - Appeals of decisions of the Development Director.

(a) Appeals to the Board of Adjustment concerning interpretation or administration of these regulations or for variance under the LDR may be taken by any person aggrieved or by any officer, or agency of the County of DeSoto affected by any decision, determination or requirement of the Development Director. Such appeals shall be taken within a reasonable time not to exceed 60 days or such lesser period as may be provided by the rules of the Board of Adjustment, by filing with the Development Director and with the Board, of notice of appeal specifying the grounds thereof. The Development Director shall forthwith transmit to the Board of Adjustment all papers constituting the record upon which the action appealed from was taken. The Board of Adjustment shall fix a reasonable time for the hearing of the appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or attorney for any person.

(b) In exercising the above-mentioned powers, the Board of Adjustment may, so long as such action is in conformity with the terms of the LDR reverse, or affirm, wholly or partly, or may modify Zoning District requirements, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the Development Director from whom the appeal is taken.

(c) In matter of review, the concurring votes of a majority of the members of the Board of Adjustment present at a meeting shall be necessary to reverse any order, requirement, decision, or determination of the Development Director, or to decide in favor of the applicant on any matter upon which it is required to pass under these regulations. The final determination of the Board of Adjustment shall be made in writing, and shall be made available to the applicant.

(d) An appeal stays all proceedings in furtherance of the action appealed from, unless the Development Director from whom the appeal is taken certifies to the Board of Adjustment after the notice of appeal is filed with him that, by reasons of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life and property. In such case proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Adjustment or by a court of record on application, on notice to the Development Director and on due cause shown.

Sec. 20-1280. - Functions, powers and duties.

The Board of Adjustment has the following functions, powers and duties:

(1) *Administrative review.* To hear and decide appeals when it is alleged there is error in any order, decision or determination of the Development Director in the implementation of the LDRs.

(2) *Variances.* To authorize upon appeal in specific cases such variance from the terms of the LDRs as will not be contrary to the public interest where, owing to special conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the provisions of the LDR would result in unnecessary and undue hardship on the land. Examples of variances that the Board of Adjustment may grant include, but are not limited to, variances to building setbacks, fence height and parking requirements. The Board of Adjustment has no authority to grant variances from permitted uses of land, to grant variances from the requirements of State or Federal law, or to grant variances to concurrency requirements.

(3) *Nonconforming uses.* If no structural alterations are made, any nonconforming use of a structure or of a structure and premises in combination, may be changed to another nonconforming use, provided that the Board of Adjustment finds after public notice and hearing that the proposed use is equally or more appropriate to the zoning district than the existing nonconforming use and that the relation of the structure to surrounding properties is such that adverse effects on occupants and neighboring properties will not be greater than if the existing nonconforming use is continued. In permitting such changes, the Board of Adjustment may require appropriate conditions and safeguards in accord with the intent and purpose of these regulations. Applications for such changes in nonconforming uses shall be made to the Development Department.

(4) *Variances to flood damage prevention regulations.* To hear and decide applications for variances to flood damage prevention regulations, pursuant to the provisions set forth in Section 20-1100.

HAAS ENGINEERING SERVICES, LLC

February 3, 2026

Mr. M. Lewis Hall, III
Williams Parker Attorneys at Law
50 Central Avenue, Eight Floor
Sarasota, Florida 34236

Re: 8134 SE Hall Drive
Arcadia, Florida

Dear Mr. Hall:

I have reviewed the DeSoto County minimum standard pavement section detail D-17C. This detail is for public roadways and driveways within the public right of way and of moderate on-site traffic. This standard requires a pavement structural number of 3.50.

I have also reviewed the pavement coring report prepared by Lomski Engineering at two locations along Hall Drive. This report shows that the structural numbers of the existing pavement are 3.72 and 3.68 in these two locations.

Based on the above coring report, the pavement section of Hall Drive meets or exceeds the DeSoto County roadway standards.

Sincerely,

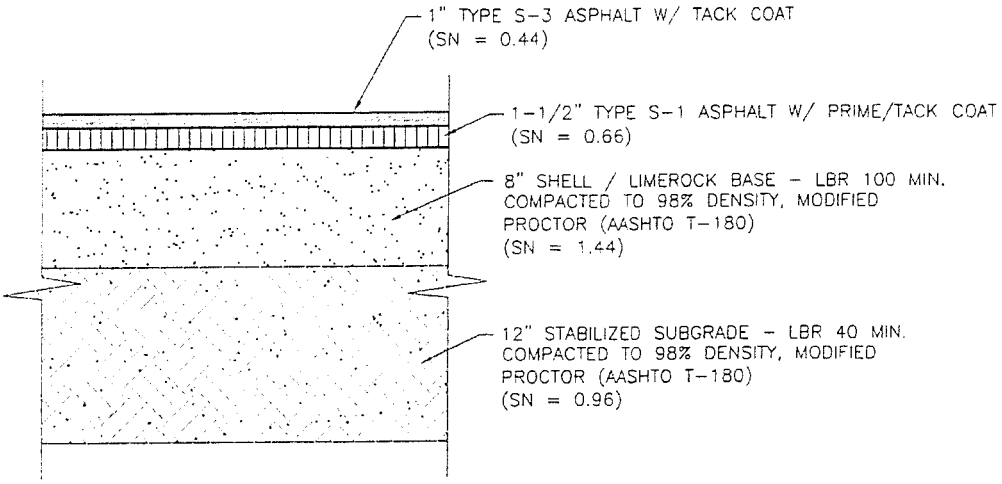
Dale Haas Digitally signed by Dale Haas Date: 2026.02.03 15:07:11 -05'00'

Dale A. Haas, P.E.

Enclosures: DeSoto County Detail D-17C
Lomski Engineering Report

EXHIBIT
B

4731 CAPRI AVENUE, SARASOTA, FLORIDA 34235



PAVEMENT SECTION NO. 3

STRUCTURAL NO. = 3.50

MINIMUM STANDARD FOR PUBLIC ROADWAY & ASPHALT DRIVEWAY WITHIN THE PUBLIC RIGHT-OF-WAY & MODERATE ON-SITE TRAFFIC

NOTE:
ALTERNATE PAVEMENT DESIGNS CONFORMING TO A STRUCTURAL NUMBER FOR THAT PAVEMENT SECTION MAY BE APPROVED BY THE COUNTY ENGINEER.

DESOTO COUNTY
DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
201 EAST OAK STREET, SUITE 204
ARCADIA, FLORIDA 34266
OFFICE: 863-491-6155
FAX: 863-491-6163

TYPICAL PAVEMENT SECTIONS NO. 3

DATE:	SCALE:	DETAIL
3-24-16	NOT TO SCALE	D-17C

LET LOMSKI
Engineering & Testing

January 16, 2026

Mr. Miles Hall
203 S. Jackson Rd
Venice, FL 34292

RE: Arcadia Pavement Cores – SE Hall Drive
LET Project #25-2011

Dear Mr. Hall:

Pursuant to your authorization, Lomski Engineering & Testing, Inc. has performed materials testing at the site referenced above.

The purpose of this study was to obtain information on the existing pavement section conditions along the proposed project route in order to obtain data to support the intended design and to base engineering evaluations in the following areas:

1. Existing pavement section identification and exploration of subgrade conditions.
2. Existing pavement sections structural coefficient determination.

For detailed information pertaining to each individual test and test location, please see the table below.

SE HALL DRIVE ARCADIA - PAVEMENT STRUCTURAL ANALYSIS								
		Existing Pavement Section						
Core No.	Core Location	Asphalt Thickness (inch)	Structural Value per inch	Base Thickness (Inch)	Structural Value per inch	Subgrade Thickness (inch)	Structural Value per inch	Existing Structural Value
1	East Side of Box Culvert	3.000	1.32	8.000	1.44	12.000	0.96	3.72
2	West Side of Box Culvert	2.500	1.10	9.000	1.62	12.000	0.96	3.68

1.0) Asphalt Layer Coefficient assumed - Type S: 0.44/inch (Original Condition). Flexible Pavement Design Manual, Table 7.1.
2.0) Base Layer Coefficient assumed 0.18/inch. Flexible Pavement Design Manual, Table 5.4 - LBR 100 Base
3.0) Subgrade Layer Coefficient assumed 0.08/inch. Assumed 12-inch depth. Flexible Pavement Design Manual, Table 5.4 (LBR 40)

If you have any questions regarding this report, or if we may be of any assistance, please do not hesitate to contact our office.

Sincerely,

Lomski Engineering & Testing, Inc.

EDWARD P. LOMSKI, JR. LICENSE No. 62507 STATE OF FLORIDA PROFESSIONAL ENGINEER

Edward P. Lomski, P.E.
Florida Registration #62507

EPL/lk

EXHIBIT
A

17210 Toledo Blade Blvd., Port Charlotte, FL 33954
941.979.5744 f 941.979.5748 www.LET-fl.com

Wengerd, Mindy

Subject: FW: Certified Lot Split - CLS-0009-2025

From: Misty Servia <m.servia@desotobocc.com>
Sent: Tuesday, November 18, 2025 3:04 PM
To: HALL, III, M. LEWIS <lhall@williamsparker.com>
Cc: Planning <Planning@desotobocc.com>; jclyatt@30south.net
Subject: RE: Certified Lot Split - CLS-0009-2025

Good afternoon, Mr. Hall,

Please give Charlie my regards – I always loved working with him! I imagine his daughter is all grown up! I remember when she was born.

Thank you for identifying a typo in the letter. The LDR reference should have been, 20-231(c)(2) instead of 20-231(c)(s). I have attached a corrected letter to this email.

I have also attached the adopted ordinance 2025-010 for you, as Muni-code has not yet processed the amendment into our online LDR.

Regarding the SE Hall Drive – I don't find records that show the street was ever approved through the county and the travel way appears to be a driveway, rather than a road. Please share any records that you may have to the contrary.

In DeSoto County, each lot must have frontage on a road (public or private), and the amount of frontage is based on the required lot width for the zoning district. Eighty percent of the required lot width is required along the street for standard lots and 60% is required when a lot fronts a cul-de-sac. The proposed certified lot showed 300' of frontage on a *driveway*, not a *road*.

New private streets are considered "major developments" and are reviewed with an Improvement Plan to ensure they are designed and constructed to county standards. New public streets are reviewed with a major plat application.

The engineering standards for local roads (private and public) require 60' in width. The Board can authorize deviations to engineering standards with a Development Plan.

An appeal can be filed within 60 days, to be heard by the Board of Adjustment, per LDR Section 20-1523. The fee is $150.

Hope this is helpful. Please let me know if you have any additional questions.

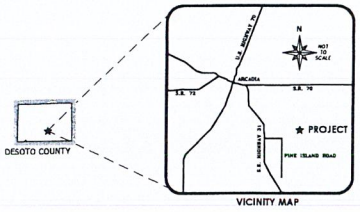
Respectfully,
Misty Servia, AICP

EXHIBIT
B

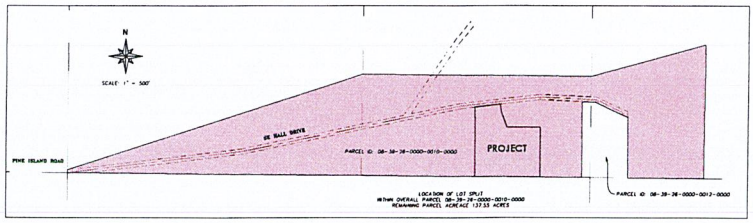
DeSoto County Planning Director
Email: m.servia@desotobocc.com
Office: 863.993.4806
Cell: 863.444.7627
Address: 201 E Oak Street, Suite 204
Arcadia, FL 34266

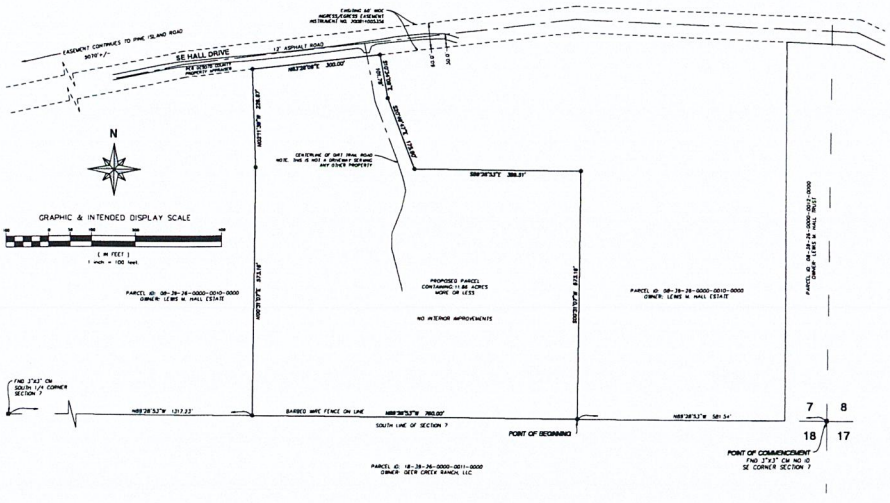
BOUNDARY SURVEY FOR CERTIFIED LOT SPLIT

LYING IN SECTION 07,
TOWNSHIP 39 SOUTH, RANGE 26 EAST
DESOTO COUNTY, FLORIDA



VICINITY MAP





LEGAL DESCRIPTION

A parcel of land situated in Section 7, Township 39 South, Range 26 East, DeSoto County, Florida, described as follows:

Commence at a concrete monument marking the southeast corner of said Section 7; thence North 89°28'53" West along the south line of said Section 7, a distance of 381.34 feet to the Point of Beginning; thence continuing North 89°28'53" West along said south line, a distance of 960.00 feet; thence departing said south line, North 00°31'07" East, a distance of 572.18 feet; thence North 02°11'29" West a distance of 226.87 feet to a point on the south line of a 60 feet wide ingress/egress easement recorded in instrument no. 2008140015256 of the Public Records of DeSoto County, Florida; thence North 89°28'53" West along said south line a distance 300.00 feet; thence South 00°31'07" West a distance of 78.00 feet; thence North 89°28'53" West a distance of 175.80 feet; thence South 89°28'53" East, a distance of 1317.33 feet; thence South 00°31'07" West, a distance of 388.51 feet; thence South 00°31'07" West, a distance of 572.18 feet to the Point of Beginning.

Containing 11.86 acres.

SURVEYOR's NOTES

1. North, the Bearings and the Coordinates shown hereon are referenced to the West Zone of the Florida State Plane Coordinate System, North American Datum of 1983 (NAD 83) CORS 2011. The bearing of North 89°28'53" West along the South line of the Section 07, Township 39 South, Range 26 East, DeSoto County, Florida as shown hereon is held as a bearing reference.

   All measurements are in U.S. Survey Feet.

2. A Commitment for Title Insurance prepared by American Land Title Association, Commitment Number 1675318A1 with a date of September 11, 2025 at 11:00 p.m. has been reviewed. Based on a review of the Title Report, there are no encumbrances on the land that are not shown on the survey.

3. The Legal description was prepared by 30 South, LLC per client request and is based on deeds of record and a portion of DeSoto County Property Appraiser Parcel #08-39-26-0000-0010-0000.

4. The parcel information shown hereon was taken from the DeSoto County Property Appraiser website and is shown for informational purposes only.

5. All bearings and distances shown and recited represent the title deed.

LEGEND

FND	FOUND
PSM	PROFESSIONAL SURVEYOR & MAPPER
LB	LICENSED BUSINESS
CM	CONCRETE MONUMENT
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
NO.	NUMBER
●	SET 5/8" STEEL ROD & CAP STAMPED "CORNER LB 8474" SET AS PRM

NOTE

BASED ON THIS SURVEY DATED 7/8/2025

1) THERE ARE NO EXISTING STRUCTURES Within 50-FEET OF THE NEW PROPERTY BOUNDARIES.

2) THERE ARE NO EXISTING ONSITE OR CONTIGUOUS DRIVEWAYS, WELLS/SEPTIC OR PUBLIC UTILITIES.

3) THERE ARE NO APPARENT EXISTING EASEMENTS CONTIGUOUS TO OR WITHIN THIS PARCEL EXCEPT FOR THE ACCESS EASEMENT NOTED AS SE HALL DRIVE.

John M Clyatt Digitally signed by John M Clyatt

JOHN M. CLYATT, P.S.M.
FLORIDA REGISTRATION No. 6082
30 SOUTH, LLC
FLORIDA REGISTRATION No. LB 8474

7/8/2025
SURVEY DATE

No.	DATE	APPROVED	REVISION
0	7/8/25	JMC	FIRST ISSUE
1	8/29/25	JMC	UPDATED SURVEY PER COMMENTS FROM DESOTO COUNTY
2	10/7/25	JMC	ADD SITE COMPLIANCE NOTE AND TOTAL ACREAGE OF LOT SPLIT

SEAL OF FLORIDA REGISTERED LAND SURVEYOR AND MAPPER

30 SOUTH, LLC
Surveying & Mapping
(863) 781-1555
JOHN@30SOUTH.COM
LAKELAND, FLORIDA 33815

HORZ. SCALE	1"=100'
CONTOUR INTERVAL	N/A
FIELD BOOK/PG	000
PAGE(S)	000
CHECKED BY:	JMC
DRAWN BY:	MDP
DRAWING NAME:	317-2 HALL.DWG

BOUNDARY SURVEY

LOCATED IN SECTION 07,
TOWNSHIP 39 SOUTH, RANGE 26 EAST
DESOTO COUNTY, FLORIDA
PREPARED FOR: LEWIS HALL

PROJECT No.	317
DRAWING No.	784
SHEET No.	1 OF 1

ARTICLE XII. – DEFINITIONS

Sec. 20-1650. - Definitions.

Buildable lot shall mean a parcel of land that is described on a subdivision plat or in a deed recorded in the DeSoto County Official Records that is legally permitted and physically suitable for construction of a building or other structure, which meets all zoning and comprehensive plan regulations, has legal access, and access to necessary utilities or meets site, size, and locational requirements for onsite utilities, including septic/drainfield and well.

Driveway means a path for a vehicle leading to or from abutting property. The term "driveway" may be used interchangeably with the term "connection."

Frontage of a lot. See *Lot frontage*.

Lot frontage means the front of an interior lot shall be construed to be the portion nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided as set out in the LDRs. For the purpose of computing number and area of frontage of a lot shall be established by orientation of the frontage of buildings thereon, or of principal entrance points to the premises if building frontage does not clearly indicate lot frontage. If neither of these methods are determinant, the Development Director shall select on the basis of traffic flow on adjacent streets, and the lot shall be considered to front on the street with the greater traffic flow. See also *Building frontage*.

Lot, interior means a lot other than a corner lot with frontage on only one street.

Lot measurement, width. Width of a lot shall be considered to be the average distance between straight lines connecting front and rear lot lines at each side of the lot, measured as straight lines between the foremost points of the side lot lines in front (where they intersect with the street line) and the rear most points of the side lot lines in the rear, provided however that the width between the side lot lines at their foremost points in the front shall not be less than 80 percent of the required lot width except in the case of lots on the turning circle of a cul-de-sac, where the width shall not be less than 60 percent of the required lot width or 60 feet, whichever is smaller.

Lot of record means a lot which is part of a subdivision or a lot described by metes and bounds the description of which has been recorded in the office of the County Clerk of the Circuit Court:

(1) Prior to September 28, 1981.
(2) After September 29, 1981, that conforms to the requirements of this chapter.
(3) After March 1, 1982, that conforms to the requirements of this chapter and the Public Works Manual.

Road, private means a road that is owned and maintained by a private individual or entity, not the County or other government agency, that is used for access to a single property or a group of properties. Private Ingress/Egress Easements and Private Access Easements are considered Private Roads.

Road or *roadway* means the surface upon which vehicles and pedestrians travel which is usually located within a public right-of-way or private access easement. The term "road" may be used as a proper name with supplementary identification to make reference to a particular right-of-way or private access easement.

Street. See *Road.*

Note* Section 20-757 was requested by the Applicant, and Sections 20-755 and 20-756 were included for completeness

ARTICLE VII. - ACCESSORY USES, TEMPORARY USES, NONCONFORMITIES AND ADDITIONAL REQUIREMENTS

DIVISION 6. - NONCONFORMITIES

Sec. 20-755. Purpose and intent.

(a) There may exist lots, structures, uses of land or water, and characteristics of use which were lawful before the LDRs were adopted or amended, but which would be prohibited, regulated or restricted under the terms of the current LDRs or future amendments. It is the intent of the LDRs to permit these nonconformities to continue until they are removed but not to encourage their survival. It is further the intent of the LDRs that nonconformities shall not be enlarged upon, expanded, intensified, or extended, except as specifically provided by this division, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

(b) Nonconforming uses and structures are declared to be incompatible with permitted uses in the districts involved.

(c) To avoid undue hardship, nothing in the LDRs shall be deemed to require a change in the plans, construction, or designated use of any structure or land on which actual construction was lawfully begun prior to the effective date of the LDRs and upon which actual construction has been started and carried on without interruption, except for just cause. Such plans, construction, or use shall be deemed vested. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where excavation or demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such excavation, demolition, or removal shall be deemed to be actual construction, provided that work shall be carried on without interruption, except for just cause, until the completion of the new construction involved.

Sec. 20-756. Nonconforming lots of record.

In any zoning district, any permitted or permissible structure may be erected, expanded, or altered on any lot of record. The development standards shall be as for the most similar district to which the lot of record most closely conforms in area.

Sec. 20-757. Requirements for designation as a lot of record (prerequisites to qualify for issuance of a building permit).

(a) Parcels less than 2½ acres in size. A building permit shall be issued on a parcel of land less than 2½ acres in size if:

(1) The parcel of land is indicated on a recorded plat either independently or as a combination of lots or tracts and portions of adjacent lots or tracts;
(2) It can be conclusively demonstrated that title to, or contract for deed for, the parcel of land was recorded in its same configuration prior to March 1, 1982; and
(3) The parcel of land resulted from the division into four or fewer parcels of a parent tract of land the deed in which, or contract for deed for, was recorded prior to March 1, 1982. The parent tract of land shall not be a part of a recorded or unrecorded plat.

(b) A building permit shall be issued for any size parcel of land if one of the following conditions are satisfied:
(1) The parcel of land has frontage on either:
a. A right-of-way of the State road system;
b. A perpetual easement recorded prior to March 1, 1982, which connects the parcel of land with any of the various other types of rights-of-way described in Subsection (b)(1)a, e, g or h.3 of this section;
c. An exclusive and perpetual easement, approved by the Board, which is no less than 60 feet in width, unless a lesser width is approved, and which connects the parcel of land with any of the various types of rights-of-way described in Subsection (b)(1)a, e, g, h.1 or h.3 of this section and which is recorded after March 1, 1982;
d. Private platted easements within the 25-year floodplain as permitted by Board;
e. A right-of-way claimed by maintenance under the provisions of F.S. § 95.361;
f. An easement or right-of-way for access entered by order of a court of competent jurisdiction;
g. A right-of-way the deed for which is accepted by vote of the Board;
h. A right-of-way shown on a recorded plat, or on a recognized unrecorded plat, where there is acceptable evidence of either formal or an implied offer to dedicate the right-of-way and where acceptance of such offer is evidenced by one of the following:
1. Acceptance by formal action of the Board of County Commissioners;
2. Acceptance evidenced by continued open and notorious vehicular use by the public;
3. Acceptance evidenced by the expenditure of public funds for construction or maintenance; or
i. A road for which there is no formal right-of-way but where there is evidence that a public prescriptive use is established. Recognition of such roads for building permit purposes shall require the following:
1. Evidence available to the Director of Development that the road has been open and available for continuous public use for a period of 20 years prior to application for the building permit; or
2. Two notarized and recordable affidavits executed by separate parties each of which contain the following information:

(i) The location and approximate width of the subject road;
(ii) The parcels of land through which the road passes;
(iii) The parcel of land served by the road on which the building permit will be requested;
(iv) A statement that for a period of not less than 20 years from the date of the affidavit, the subject road has been in continuous open and notorious use providing access to the parcel of land on which the building permit will be requested;
(v) The age of the affiant;
(vi) The number of years the affiant has resided in the County; and
(vii) The address of the affiant.

DeSoto County

3/24/2026

Item #: 19.

☐ Consent Agenda ☒Quasi-Judicial Public Hearing
☐ Regular Business 6:30 pm
☐ Public Hearing Ordinance

DEPARTMENT: Planning & Zoning
SUBMITTED BY: **Laura McClelland**
PRESENTED BY: **Misty Servia**

TITLE & DESCRIPTION:
Ordinance / DCIP Commercial Data Processing Facility rezone (RZNE-0077-2025)

REQUESTED MOTION:
A motion to adopt/deny the proposed ordinance for the rezone to PUD with conditions and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

SUMMARY:
The request before the DeSoto County Board of County Commissioners, is an Official Zoning District Atlas Amendment application (Rezoning) (RZNE - 0077-2025) filed by Kerri J. Burns of SWCA, Inc., on behalf of the Applicant, Desoto County Industrial Park, LLC, to rezone a +/- 34.22 acre parcel from Agricultural-5 (A-5) to Planned Unit Development (PUD). A Concept Development Plan is provided with the PUD application showing an electrical generation facility to be used exclusively to power a 35,134 square foot industrial data center facility with an office. Existing parking that remains onsite is shown on the plan.

The accompanying plan shows a proposed maximum Floor Area Ratio (FAR) of 0.4. The actual Floor Area Ratio is rounded to 0.024 {35,134 sf (maximum gross floor area) /1,490,623.2 sf (34.22 acres) = 0.0236} and is conditioned as the maximum approval.

The project is located in the Conservation Overlay Designation (COD) and therefore is subject to Objective 1.12 and all related policies. Any impacts to onsite wetlands are regulated by the State of Florida.

The property is located in central DeSoto County, on the north side of NE Roan Street, approximately 2 miles east of Turner Avenue with a property address of 3800 NE Roan Street.

The DeSoto County Land Development Regulations (LDR) Article XI, Division 7 requires the Planning Commission/Local Planning Agency to hold at least one public hearing with due public notice on a rezoning application and to make a recommendation on the application to the Board.

BACKGROUND:

The PUD (Planned Unit Development) Application states the request is to amend the Official Zoning District Atlas for 34.22 acres from Agricultural - 5 (A-5) Zoning District to Planned Unit Development (PUD) along with a Concept Development Plan showing an electrical generation facility, a 35,134 square foot industrial data center facility with office, and a floor area ratio (FAR) not to exceed 0.4, along with associated infrastructure. The site was previously used as a power plant, with operations ceasing in 2017. The applicant states that the 11,526 SF office building/storage has remained operational since the facility was constructed between the years 2001 and 2002. Remnant and functional infrastructure remains on the Property, including a 1.3-million-gallon water aboveground storage tank (AST), a 1.5-million-gallon diesel fuel AST with associated unloading station, a 750-thousand-gallon raw water AST, three (3) water wells, two (2) intact exhaust stacks, two (2) transformers, a fire pump house, septic system, Florida Gas Transmission (FGT) gas conditioning station metering/heating station, as well as 15 parking spaces.

The Interim 2040 Future Land Use Map shows the property is designated as Rural/Agricultural. Future Land Use Element Objective 1.3 defines the Rural/Agricultural category. The proposed Concept Development Plan shows the project will meet the minimum required 25% open space.

The DeSoto County Economic Development Department in cooperation with county reviewers are processing this application under a pilot program known as a "Rapid Response" process, qualifying for such because of the 25 full time jobs that will be created if the project is approved and built.

DESOTO COUNTY DEVELOPMENT DEPARTMENT
STAFF REPORT

CASE #:	RZNE-0077-2025 **Rapid Response**
REQUEST:	Rezone from Agricultural - 5 (A-5) to PUD (Planned Unit Development)
PROPERTY OWNER:	Desoto County Industrial Park, LLC 40906 US Hwy 72 Davenport, Florida 33837
APPLICANT:	Kerri J. Burns, SWCA, Inc. 401 E Jackson Street, Suite 3300 Tampa, Florida 33602
PROPERTY ID:	28-37-25-0000-0031-0000
PROPERTY ADDRESS:	3800 NE Roan Street
TOTAL PARCEL SIZE:	+/- 34.22 Acres
ZONING DISTRICT:	A-5 (Agricultural - 5)
FUTURE LAND USE MAP DESIGNATION:	Rural/Agricultural
OVERLAY DISTRICTS:	Conservation Overlay District

DEVELOPMENT REVIEW REPORT

The request before the DeSoto County Board of County Commissioners, is an Official Zoning District Atlas Amendment application (Rezoning) (RZNE – 0077-2025) filed by Kerri J. Burns of SWCA, Inc., on behalf of the Applicant, Desoto County Industrial Park, LLC, to rezone a +/- 34.22 acre parcel from Agricultural-5 (A-5) to Planned Unit Development (PUD). A Concept Development Plan is provided with the PUD application showing an electrical generation facility to be used exclusively to power a 35,134 square foot industrial data center facility with an office. Existing parking that remains onsite is shown on the plan.

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actual Floor Area Ratio is rounded to 0.024 {35,134 sf (maximum gross floor area) /1,490,623.2 sf (34.22 acres) = 0.0236} and is conditioned as the maximum approval.

The project is located in the Conservation Overlay Designation (COD) and therefore is subject to Objective 1.12 and all related policies. Any impacts to onsite wetlands are regulated by the State of Florida.

The property is located in central DeSoto County, on the north side of NE Roan Street, approximately 2 miles east of Turner Avenue with a property address of 3800 NE Roan Street.

The DeSoto County Land Development Regulations (LDR) Article XI, Division 7 requires the Planning Commission/Local Planning Agency to hold at least one public hearing with due public notice on a rezoning application and to make a recommendation on the application to the Board.

I. BACKGROUND

The PUD (Planned Unit Development) Application states the request is to amend the Official Zoning District Atlas for 34.22 acres from Agricultural - 5 (A-5) Zoning District to Planned Unit Development (PUD) along with a Concept Development Plan showing an electrical generation facility, a 35,134 square foot industrial data center facility with office, and a floor area ratio (FAR) not to exceed 0.4, along with associated infrastructure. The site was previously used as a power plant, with operations ceasing in 2017. The applicant states that the 11,526 SF office building/storage has remained operational since the facility was constructed between the years 2001 and 2002. Remnant and functional infrastructure remains on the Property, including a 1.3-million-gallon water aboveground storage tank (AST), a 1.5-million-gallon diesel fuel AST with associated unloading station, a 750-thousand-gallon raw water AST, three (3) water wells, two (2) intact exhaust stacks, two (2) transformers, a fire pump house, septic system, Florida Gas Transmission (FGT) gas conditioning station metering/heating station, as well as 15 parking spaces.

The Interim 2040 Future Land Use Map shows the property is designated as Rural/Agricultural. Future Land Use Element Objective 1.3 defines the Rural/Agricultural category. The proposed Concept Development Plan shows the project will meet the minimum required 25% open space.

The DeSoto County Economic Development Department in cooperation with county reviewers are processing this application under a pilot program known as a “Rapid Response” process, qualifying for such because of the 25 full time jobs that will be created if the project is approved and built.

II. PROPOSED ORDINANCE

AN ORDINANCE OF THE DESOTO COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS AMENDING THE OFFICIAL ZONING ATLAS IDENTIFIED IN LAND DEVELOPMENT REGULATIONS ARTICLE 2, ZONING DISTRICTS AND REQUIREMENTS, SECTION 20-31, ESTABLISHMENT OF ZONING DISTRICTS; GRANTING TO THE APPLICANT, DESOTO COUNTY INDUSTRIAL PARK, LLC, AN OFFICIAL ZONING DISTRICT ATLAS AMENDMENT (RZNE-0077-2025) BY CHANGING THE ZONING DISTRICT OF 34.22 ACRES FROM AGRICULTURAL - 5 (A-5) TO PLANNED UNIT DEVELOPMENT (PUD) WITH A CONCEPT DEVELOPMENT PLAN FOR A 35,134 SQUARE FOOT DATA CENTER FACILITY AND OFFICE ON PROPERTY LOCATED IN CENTRAL DESOTO COUNTY AT 3800 NE ROAN STREET, THE PROPERTY IDENTIFICATION NUMBER BEING 28-37-25-0000-0031-0000 AND PROVIDING FOR AN EFFECTIVE DATE.

III. DATA & ANALYSIS

In all quasi-judicial proceedings, the applicant shall bear the burden of demonstrating by competent and substantial evidence that the application satisfies the standards and requirements of the LDR and the Comprehensive Plan.

LDR Article XI, Administration and Enforcement, Division 7 addresses Official Zoning District Atlas (rezoning) amendment and text amendment applications. LDR Section 20-1650 defines the Official Zoning District Atlas as scaled-based maps of the unincorporated area of the County depicting the land features, roads and property lines overlaid with zoning district boundaries adopted by the DeSoto County Board of County Commissioners, certified and dated by the Board Chairman, as may be amended from time to time. Zoning District symbols are depicted within each boundary.

A. Application requirements. LDR Section 20-1496 establishes two prerequisites for the filing of an Official Zoning District Atlas amendment as shown below.

1. Initiation. LDR Section 20-1496(a) restricts the persons who may initiate an Official Zoning District Atlas Amendment to the following:
   - Board of County Commissioners;
   - Planning Commission;
   - Board of Adjustment;
   - Any other department of agency of the County; or
   - Any person other than those listed above; provided, however, that no person shall propose an amendment for the rezoning of property (except as agent or attorney for an owner) which he does not own. The name of the owner shall appear on each application.

Consistency analysis: A Rezone to Planned Unit Development (PUD) application (RZNE-0077-2025) and fee were filed with the Development Department, with Kerri J. Burns as authorized agent for the owner.

2. Filing requirements. LDR Section 20-1496(b) provides that all proposals for zoning amendments shall be submitted in writing to the Development Department, accompanied by all pertinent information required by the LDR and the application along with payment of the application fee.

Consistency Analysis: The application was appropriately filed.

B. The Planning Director review. LDR Section 20-1497 addresses the Planning Director review.

1. Section 20-1497(a) provides that upon receipt of an application; the Planning Director shall determine whether the application is complete. If the application is complete, it will be accepted for review. If the application is incomplete, the Planning Director shall specify in writing the additional information required in order for the application to be processed. No further action shall be taken on the application until the additional information is submitted and determined to be complete.

   Consistency analysis: The Planning Director provided notice that the rezone application was deemed complete on September 29, 2025.

2. Section 20-1497(b) provides that after receipt of a complete application; the Planning Director shall distribute the application for review by the Development Review Committee (DRC).

3. *Consistency analysis: The package was distributed to DRC members.* Section 20-1497(c) provides that upon completion of review; the Development Department shall prepare a staff report and schedule review of the application at a public hearing by the Planning Commission.

   Consistency analysis: The Development Review Report was provided to the authorized agent, and the request was heard by the Planning Commission on March 3, 2026. .

C. Planning Commission Report. LDR Section 20-1498(a) provides that the report and recommendations of the Planning Commission to the Board of County Commissioners shall show that the Planning Commission has studied and considered the proposed change in relation to the 15 factors listed below.

1. Whether the proposed change would be consistent with the Goals, Objectives and Policies of the Comprehensive Plan.

Consistency analysis: The application was reviewed in conjunction with the Goals, Objectives, and Policies of the Comprehensive Plan in ***Exhibit F*** *and staff offers the following.*

The subject property is currently developed with an existing office building and was formerly utilized as a power plant. The property is contiguous to pastureland on all sides of the parcel, with the exception of an FPL substation located to the south.

The subject property is designated Rural/Agricultural on the Future Land Use Map. Policy 1.3.4 allows the rezoning of lands to industrial within the Rural/Agricultural category, when permitted by the Board of County Commissioners in conjunction with approval for a Planned Unit Development (PUD). The proposed use is considered an Industrial use and must be consistent with all applicable requirements of the DeSoto County Comprehensive Plan Pursuant to Policy 1.3.4, the project shall be (1) a minimum of 10 acres; (2) shall be appropriately buffered from agricultural and residential zoning districts and uses; (3) is limited to a maximum Floor Area Ratio (FAR) of 0.7; (4) shall receive site plan or PUD approval; (5) exclude electrical generating facilities (power plants).

Neither the Comprehensive Plan nor the Land Development Regulations specifically define, "electrical generating facilities" or "power plant". However, Objective 1.11 of the Comprehensive Plan does contain a future land use category "Electrical Generating Facility (EGF)" intended for electrical power generating facilities which includes electric power plants and related facilities. Under Policy 1.11.1, related uses under said future land use category are "processing, warehousing, educational and visitors centers, raw materials storage, and manufacturing uses, not directly associated with the production of electricity, are also permissible. Such related uses shall be approved through site plan approval."

While "electrical generating facilities (power plants)" are expressly prohibited in the Rural/Agricultural Future Land Use Category by Policy 1.3.4, the applicant's justification shows that their electrical generation facility is allowable because it will serve as an ancillary use for the purpose of providing uninterrupted power for a data center, the principal use. The applicant also states that the project will not be a Florida Public Service Commission (FPSC) public electric utility and will not provide power to outside users. Under lease agreements, tenants will be offered a service

that will include building space, heating and cooling, electricity, networking, fire protection, maintenance, and security.

In the absence of a defined term in the Comprehensive Plan or the Land Development Regulations, the definition provided in Florida Statutes is provided for consideration. Florida Statutes, Section 403.503(14) (Part of the Florida Electrical Power Plant Siting Act) defines electrical power plant, as follows:

"(14) "Electrical power plant" means, for the purpose of certification, any steam or solar electrical generating facility using any process or fuel, including nuclear materials, except that this term does not include any steam or solar electrical generating facility of less than 75 megawatts in capacity unless the applicant for such a facility elects to apply for certification under this act […]

The statute also states that the term includes all associated structures and facilities. The definition does not require that the electricity be sold to the public or distributed on the community grid to be classified as an electrical power plant.

Staff's research reveals that the Department of Environmental Protection and the Public Service Commission have interpreted the statute definition to include privately owned generators that exceed 75 MW and serve only mines, chemical plants, paper mills, and manufacturing facilities. [1]

However, emergency generators have not been considered a "power plant" if the generator operates only during outages or tests, but an emergency power source cannot be connected to the industrial facility to supply regular power.

The Board may determine consistency with the Comprehensive Plan if the proposed electrical generating facility is not the prohibited, "electrical generating facility (power plant)" referenced in Policy 1.3.4.
Approximately 14% of the site contains wetlands and surface waters, identified in the April 2025 Ecological Assessment by the applicant (SWCA). Any impacts to jurisdictional wetlands associated with development of the

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1. Florida Statutes §403.503 — definition of "electrical power plant" and 75 MW threshold.
2. Florida Statutes §§403.501–403.518 — statewide siting process.
3. Florida Department of Environmental Protection — Power Plant Siting Act program description and certification process.
4. Florida Statutes §403.519 — PSC authority to determine need.

site will require approval of an Environmental Resource Permit (ERP) application by the State of Florida, and potentially approval of a Section 404 permit from the US Army Corps of Engineers (USACE) Although development of the Site may be designed to avoid any wetland impacts, a stormwater management system will likely be required by the State.

The proposed development is located outside of the County's utility service area; therefore, water and wastewater will be handled by private onsite facilities, permitted by other entities.

Because Policy 1.3.4 prohibits electrical generating facilities (power plants) the project cannot be found to be compliant with the Comprehensive Plan; however, there may be additional evidence that was unavailable when the staff report was prepared that will allow the Board to find that the proposed electrical generating facility is not prohibited by Comprehensive Plan Policy 1.3.4 and that the rezoning application can be found in ***conformance*** *with the Comprehensive Plan.*

2. The existing land use pattern.

Consistency analysis: The subject property is in north central DeSoto County on NE Roan Street approximately 2 miles east of Turner Avenue, known as 3800 NE Roan Street, a local public street. The subject property was previously owned by DeSoto County Plant LLC with a natural gas-fired power plant. The facility was constructed between 2001 and 2002 and operated until the electric equipment reportedly stopped in 2015, per the applicant. Additionally, the applicant states that the dismantling and removal of the electric generating equipment was conducted in 2017. Remnant and functional infrastructure remains on the property, including a 1.3-million-gallon water aboveground storage tank (AST), a 1.5-million-gallon diesel fuel AST with associated unloading station, a 750-thousand-gallon raw water AST, three (3) water wells, two (2) intact exhaust stacks, two (2) transformers, a fire pump house, septic system, Florida Gas Transmission (FGT) gas conditioning station metering/heating station, and 11,526 SF Office/storage building, inclusive of a control room, warehouse, and fifteen (15) employee and visitor parking spaces. The applicant reports that the office/storage building has been continuously used since the power plant was shut down.

Table 1 *provides a description of the Future Land Use Categories, Zoning Districts, and specific types of land uses surrounding the proposed PUD:*

Table 1 Use Compatibility Analysis			
Adjacent Parcel	Zoning	FLU	Use
North	A-5	Rural/Agricultural	Pastureland
East	A-5	Rural/Agricultural	Pastureland
South– and across NE Roan St	A-5	Rural/Agricultural	Utilities (FPL), Pastureland
West	A-5	Rural/Agricultural	Pastureland

Table 1 *shows the existing land use pattern. The surrounding properties are all in the Rural / Agricultural Future Land Use Category. The subject property is surrounded by pastureland with the exception of the FPL related utilities to the south.*

Based on the above, it is concluded the application is not compliant with the existing land use pattern, which is primarily agricultural. However, the Board may find that the area is more suitable for industrial uses than agricultural uses and approval of the PUD is the first step in redefining the area.

3. The creation of an isolated district unrelated to adjacent and nearby districts.

Consistency analysis: The PUD rezoning application for an industrial project will create an isolated district, if approved. The site was previously used as a power plant, and the use ceased operations in 2015 and was decommissioned and dismantled by 2017. The applicant plans to rebuild the electrical generating facility to exclusively provide power to the proposed data center. The site is surrounded by land zoned A-5 (Agricultural – 5) and used as pastureland, with the exception of land to the south containing FPL utilities.

Additionally, there is no evidence to suggest emerging trends or industrial supportive infrastructure exists in the area to contradict the opinion of creating an isolated zoning district. However, the Board may find that the proposed rezone will be a catalyst for redevelopment of the larger area for industrial development, which may be of greater importance than the creation of the isolated zoning district.

Based on the above findings, it is concluded the application cannot be found in conformance with this factor as the PUD zoning district for industrial uses will be isolated and may be incompatible with the existing agricultural area.

4. The impact on the availability of adequate public facilities consistent with the level of service standards adopted in the Comprehensive Plan, and as defined and implemented through the DeSoto County concurrency regulations.

Consistency analysis: The project is not required to connect to utilities, according to the adopted utility ordinance.

The applicant submitted a traffic impact statement with the PUD rezoning application that provides generalized information per the ITE (Institute of Transportation Engineers) standards. The impact to area roads will be fully evaluated with a traffic analysis, as conditioned to be approved with the Improvement Plan.

The site is in proximity to DeSoto County Fire Station #1, approximately 3.8 miles to the west.

Based on the above findings, the application can be found to be in conformance with this factor.

5. Whether the existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for changes.

Consistency analysis: The existing zoning district boundaries are not illogically drawn in relation to existing conditions on the property. The previous onsite power plant was approved at a time when allowed in the agricultural zoning district and the surrounding area is currently used for agriculture. The subject site has essentially been unoccupied for years, but for the use of existing buildings for storage.

Based on the above findings, it is concluded that the existing district boundaries were not illogically drawn in relation to the existing conditions of the property.

6. Whether changed or changing conditions make the passage of the proposed amendment necessary.

Consistency analysis: The applicant views a market opportunity for the development of a data center and electrical generating facility created from the remnants of the previous onsite power plant The rezoning amendment is necessary to authorize the project.

Based on the above, the changing market conditions may support the Board's approval of the rezone.

7. Whether the proposed change will adversely influence living conditions in the area.

Consistency analysis: The proposed PUD industrial rezoning with the development shown on the concept development plan may adversely influence living conditions in the area, as the site is completely surrounded by agricultural uses and agricultural zoning. An industrial data center may operate 24 hours/365 days a year and could have noise, lighting or other unforeseen negative impacts.

There is a small, non-conforming parcel that is estimated to be roughly 3.5 acres, located immediately east of the subject site with the same parcel identification number (28-37-25-0000-0030-0000) as the parcel located immediately to the west of the subject parcel. Both parcels are used for agriculture.

The property immediately to the south of the subject parcel is owned and used by Florida Power & Light Company for utilities. To the south, across NE Roan Street is a parcel that is +/- 474 acres, used for agriculture.

North of the subject site is pastureland on a +/- 160-acre parcel.

Toby's RV Resort is approximately one-half mile south of the subject site. CSLC Arcadia Village, a mobile home development, is located approximately 0.8 mile, southwest of the subject parcel, as the crow flies.

The Board can approve conditions with the PUD zoning application to help mitigate any adverse impacts of the proposed land use. Additionally, standard buffering and screening required by the LDR will be applied to the project with the Improvement Plan for the project.

***Table 1** shows the existing land use pattern. The surrounding properties are all in the Rural / Agricultural Future Land Use Category.*

The applicant confirms in their application that the proposed data center will operate 24-hours a day/365-days a year, and will require up to 25 full-time employees, who will work in a three-shift rotation, with tenants visiting the site, along with periodic site/ground maintenance workers. Anecdotally, traffic from Computer Data Processing Facilities is generally minimal. Traffic proposed with the industrial data center and the anticipated construction traffic will be fully evaluated with the Traffic Analysis to be submitted with the Improvement Plan, the next procedural step.

Should the PUD application and future Improvement Plan be approved, any required Federal and State permits must be provided to the county prior to receiving a Notice To Proceed (NTP) for on-site construction. Based on the above, approval of the PUD application has the potential to adversely influence living conditions, but conditions can be imposed to help to reduce any negative impacts.

8. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Consistency analysis: A traffic impact statement was provided with the PUD rezone application. Operationally, traffic for the proposed use is expected to be minimal based on the ITE Trip Generation Rates, but all aspects of the traffic, including the anticipated construction phase for the project, will be fully analyzed with the future traffic analysis. Approval of traffic analysis is recommended as a condition with the Improvement Plan.

The subject parcel is considered non-conforming, as it has a small amount of road frontage (60-feet) on NE Roan Street. The concept development plan shows a 24-foot-wide driveway from NE Roan Street to the proposed improvements and circulating throughout the site. Any required improvements to prevent congestion or increase safety will be

implemented with the Improvement Plan, based on the future traffic analysis.

The above analysis summarizes that the development review process in place will help to prevent any traffic issues that could negatively impact public safety.

9. Whether the proposed change will create a drainage problem.

Consistency analysis: The concept development plan shows the proposed stormwater areas. The State permitting requirements will require stormwater retention and attenuation to meet the applicable state standards.

The FEMA flood maps for this area are numbers 12027C0185C effective on 11/06/2013. Based upon the flood maps, the site is mostly located in Flood Zone X, with portions of the site in Zone A.

The future Improvement Plan will require the evaluation of drainage impacts and the application of relevant regulations to the construction design phase, required as the next procedural step.

10. Whether the proposed change will seriously reduce light and air to adjacent areas.

Consistency analysis: The reduction of light and air to the adjacent areas is a function of total development vs. open space, building height, project scale, surrounding development, and building setbacks.

Based upon the details provided with the concept development plan, the project should not seriously reduce light and air to the adjacent area.

11. Whether the proposed change will adversely affect property values in the adjacent area.

Consistency analysis: The project is the redevelopment of a previously approved power plant.

Absent an analysis from a certified property appraiser, it is difficult to understand how the proposed PUD rezoning and concept plan will impact area property values. However generally, industrial property has a higher assessed value than agricultural property, and therefore an adverse impact

on property values is not expected.

12. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Consistency analysis: The proposed PUD rezoning is not expected to be a deterrent to the improvement or development of adjacent properties and could be a catalyst for the future expansion of industrial used in the area, should the Board find an expansion to be appropriate.

13. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Consistency analysis: The proposed change, as evaluated pursuant to the Comprehensive Plan and LDR will not grant special privilege to an individual owner, as contrasted with the public welfare.

14. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

Consistency analysis: There are no substantial reasons why the property cannot be used in accord with the existing A-5 zoning. Use of the property under the current zoning may require clearing, depending on the future use. However, the proposed PUD zoning may be more desirable for the future development of this portion of DeSoto County

15. Whether the change suggested is out of scale with the surrounding area.

Consistency analysis: The proposed rezone to PUD and development of an industrial data center may currently be considered out of scale with the surrounding area, which is zoned and used agriculturally. However, the Board may also find that the change is appropriate as a catalyst for the beginning of a larger shift to industrial uses in the area.

Overall, the PUD project can be found to be consistent with the Goals, Objectives, and Policies of the DeSoto County Comprehensive Plan, if the Board finds the electrical generating facility as proposed by the applicant is appropriate in the Rural/Agricultural future land use category, the proposed development compatible with the area, and the change in zoning to be in better alignment with the county's long-term development goals

than the existing agricultural zoning.

The application may be found in conformance with the Comprehensive Plan, as analyzed above with findings of approval by the Board of County Commissioners for the factors found in LDR Section 20-1498(a), provided recommended conditions are imposed.

D. Planned Unit Development District - General Requirements and Limitations. LDR Section 20-144(e) requires the following general requirements and limitations shall apply in PUD districts approved under the terms and provisions of these regulations.

(1) Unified control. All land included for purpose of development within PUD district shall be owned or under the control of the applicant for such zoning designation, whether that applicant be an individual, partnership or corporation, or a group of individuals, partnerships or corporations. The applicant shall present firm evidence of the unified control of the entire area within the proposed development. The applicant shall:

a. Agree to be bound by:

1. The concept development plan officially adopted as the PUD district; and

2. Such other conditions or modifications as may be attached to the rezoning of land to the PUD classification.

b. Provide agreements, contracts, deed restrictions or sureties acceptable to the County for completion of undertaking in accordance with the adopted concept development plan as well as for the continuous operation and maintenance of such areas, functions and facilities that are not to be provided, operated or maintained at general public expense, and

(2) All conditions shall run with the land.

Consistency analysis: These general requirements will apply if and when the PUD zoning district application, including the Concept Development Plan, is approved. Any required documentation required by the Land Development Regulations will be imposed during the Improvement Plan review and approval process.

E. Planned Unit Development District Specific Requirements. LDR Section 20-144(f) requires a PUD comply with 13 other requirements.

1. Location: PUD districts shall be located so as to maintain adopted level of service on all impacted public rights-of-way.

Consistency analysis: As analyzed above, the level of service on all impacted public rights of way will be maintained, if the PUD district is approved.

2. Minimum Area Required: The minimum area required for a planned unit development district containing only residential uses shall be 5 acres: containing only commercial or industrial uses shall be 2 acres, and containing a mix of residential, commercial or industrial uses shall be 5 acres.

   Consistency analysis: The PUD application is for +/- 34.22 acres and is intended for industrial use. Therefore, the application can be found in conformance with this factor.

3. Character of the Site: The condition of soil, ground water level, drainage and topography shall all be appropriate to both kind and pattern of use or uses intended. The site shall also contain sufficient width and depth to adequately accommodate its proposed use and design.

4. *Consistency analysis: The stormwater facilities for the project will be reviewed with the Improvement Plan and the site appears appropriately sized to accommodate the proposed use and design.* Uses Permitted: An applicant may propose any use or combination of uses within a proposed PUD subject to the minimum area requirements contained herein.

   Consistency analysis: The proposed improvements to the existing site include an industrial data center, which can be found to be appropriate for the site. If the Board finds that the proposed electrical generating facility is compliant with the Future Land Use Category, it can also be approved as a use for the project.

5. Density: The overall, gross density of the proposed PUD Concept Development Plan shall be calculated by dividing the total number of units proposed by the gross acreage of the PUD. In no event shall the gross density exceed the maximum density permitted by the Comprehensive Plan. In the event of multiple Future Land Use Map categories, no project may be authorized to utilize density averaging or blending techniques.

   Consistency analysis: The project is a non-residential industrial use and not subject to a density evaluation.

6. Minimum Open Space: Planned Unit Developments shall set aside at least 25% of the gross area as usable open space. Usable open space shall include active and passive recreation areas such as playgrounds, golf courses, water frontage, waterways, lagoons, flood plains, nature trails and other similar open spaces. Open water area beyond the perimeter of the site and street

rights-of-way, driveways, off-street parking areas and off-street loading areas, or private yards shall not be counted in determining usable open space. In addition, not more than 25 percent of any stormwater management area shall count toward meeting the usable open space standard.

Consistency analysis: The project is a non-residential, industrial use, and staff recommends the Board approve a deviation allowing 25% standard open space to be approved in lieu of useable open space.

7. Minimum Lot Area and Frontage Requirements within a PUD: No minimum lot size or yards shall be required within a PUD, except that peripheral yards abutting the exterior limits of the PUD boundary (except for boundaries limited in or by water) shall observe yard requirements in accordance with the zoning classification the use most closely resembles. Every dwelling unit or other use must be served directly or via an approved private road, pedestrian way, court, or other area dedicated to public use or reserved for private use, or common element guaranteeing access. Permitted uses are not required to front on a publicly dedicated road or street.

   Consistency analysis: If approved, the existing non-conforming lot can be considered, "conforming", as the PUD zoning district does not prescribe a minimum lot width. The front and rear setbacks shown on the concept development plan can be found to be appropriate. The plan shows a 30-foot side setback and staff recommends in a condition that a 35-foot minimum setback be approved, which is the minimum requirement of the IH (Industrial Heavy) zoning district when development is adjacent to an agricultural district.

8. Off-Street Parking and Off-Street Loading Requirements: Off-street parking and off-street loading requirements shall be as for comparable uses set out in the Land Development Regulations. Shared parking facilities may be approved as part of the request upon review of an acceptable alternative parking strategy study.

   Consistency analysis: Parking for the proposed industrial data center is not quantified in the LDR, therefore staff recommends a condition requiring that a parking analysis be submitted with the Improvement Plan and approved by the Board.

9. Development Planning - External Relationships: Development planning within a PUD district shall provide protection of the development from adverse surrounding influences and protection of surrounding areas from adverse influences generated by or within the district.

a. Principal vehicular access points shall be designed to encourage smooth traffic flow and minimum hazards to vehicular or pedestrian traffic. Merging and turnout lanes and/or traffic dividers shall be required where existing or anticipated heavy traffic flows indicate need. Where streets within the district intersect adjoining streets, appropriate visibility triangles shall be maintained.

Consistency analysis: A traffic impact statement was provided with the PUD rezone application and any required improvement to ensure smooth traffic flow will be imposed based on the future traffic analysis and visibility triangles will be reviewed per the LDR with the Improvement Plan.

b. Fences, walls or vegetative screening at edges of PUD districts shall be provided where needed to protect residents from lighting, noise or other adverse off-site influences, or to protect residents of adjoining districts from similar possible influences from within the PUD district. In all cases, screening shall, at a minimum, be designed to protect existing or potential first-floor residential occupant window levels. In particular, off-street parking areas for five (5) or more cars, service areas for loading or unloading vehicles other than passengers, and areas for storage and collection of trash and garbage shall be so screened.

Consistency analysis: The applicant plans to maintain the existing Type B buffer, 55-foot vegetative buffer on the NE Roan Street frontage and the 30-foot planted side buffers that consist of 2.4 trees, 9.6 shrubs per 100 linear feet which will be approved with the Improvement Plan, along with the standard solid waste receptacles.

10. Phasing of Development

a. It is the intent of DeSoto County that to the extent possible, each approved PUD development be carried through to completion in essentially the form in which it is approved at the Concept Development Plan level. Therefore, each phase of the development will be expected to adhere closely to the design principals of the Concept Development Plan. However, the County recognizes as a practical matter, that the long term nature of the proposed buildout of the PUD will likely justify changes based on changing economic or other factors. Therefore, provision is made for the submission of individual phases or sub units of the entire PUD. All such phases shall, in

their timing, nature, intensity and location, be determined to be consistent with the larger PUD and to contribute to its completion in a unified fashion. Where such consistency is not feasible, it is assumed that the overall PUD Concept Development Plan will be modified to reflect changed conditions or factors.

b. These phases shall be so located and related that should for any reason the full PUD not be developed, the completed portion will be self-contained.

c. If the PUD is to be phased and more than one (1) final plat is required, successive plats must be filed so that development activity shall be of a reasonable continuous nature, and shall adhere to the following:

1. All public service facilities, major recreation facility or facilities, including open space, parks, nature areas or environmentally sensitive areas to serve the designated phase shall be platted prior to the platting of more than the first twenty-five (25%) percent of the total permitted dwelling units or recreational vehicles. The above may be accomplished by phases. As each phase is approved, the public service facilities, recreation and environmentally sensitive areas within the proposed phase shall be dedicated to such public or private entity for such use.

   Consistency analysis: The proposed PUD project does not show platting or phasing and if approved, is limited to 35,134 square feet of gross floor area and a floor area ratio of 0.024.

2. Internal commercial areas shall not be platted prior to, but may be platted concurrent with, the platting of at least 25 percent of the total permitted dwelling units or recreational vehicles.

   Consistency analysis: This factor is not applicable.

3. After rezoning to PUD district, no plat or building permit shall be issued by the County, and no development shall commence unless in conformance with the approved concept development plan.

   Consistency analysis: Building permits will not be issued for this site until an Improvement Plan that is consistent with the Concept Development Plan and PUD ordinance is approved and a Notice to Procced is issued.

4. If no significant construction has begun or no use is established in the PUD within five years from the time of rezoning the site to PUD, the concept development plan shall lapse and be of no further effect. If a concept development plan lapses under the provisions of this section, the Board of County Commissioners may initiate a petition to rezone the said PUD to an appropriate zoning classification. No rezoning petition may be initiated until the County has provided the applicant with notice of its intent to rezone and further provided a 60-day period during which the applicant may begin construction and thereby cure the lapse. The Board may extend the PUD for two years provided the applicant can show good cause why said development cannot proceed. There shall be no limit to the number of extensions that may be granted by the Board.

   Consistency analysis: This factor is not applicable to the analysis of the initial PUD rezone but will be applied to the project if the PUD concept development plan lapses.

5. After the original phase containing 25 percent of the total permitted dwelling units is approved and platted, subsequent phases containing areas of residential development shall not be approved for final plat until a minimum of 25 percent of the residential units have been developed and certificates of occupancy issued; provided, however, that the developer of the PUD shall be exempt from this provision if the developer:

(i) Enters into a long term road and drainage maintenance agreement with the County; or
(ii) Creates a community development district, special taxing district, property owners association or other acceptable legal entity that will assume ownership and maintenance responsibility of the road and drainage system.

Consistency analysis: The proposed PUD is for a non-residential project, and the above regulation is not applicable.

11. Preservation and Protection of Natural Historic or Archeological Features: Every effort shall be made in the planning and development of the PUD District to preserve and protect desirable natural, historic or archaeological features of the site, including trees and other vegetation of consequence. Preliminary evidence from the appropriate agency shall be submitted with the application indicating potential impacts or areas to consider for more detailed study.

Consistency analysis: The project is located in the Conservation Overlay Designation (COD) and therefore is subject to Objective 1.12 and all related policies. Any impacts to onsite wetlands are regulated by the State of Florida.

The application shows that approximately 14% of the site contains wetlands and surface waters, identified in the April 2025 Ecological Assessment by SWCA.

12. Utilities: It is intended that within the developed portions of a PUD District, all utilities, including telephone, television cable and electrical systems shall be installed underground, within approved utility easements, except that:
    a. Appurtenances to these systems more than four (4') feet in height and two (2') feet in diameter must be effectively screened;
    b. Main or feeder lines may require overhead installation based on environmental or technical problems
    c. Primary facilities providing service to the site of development or necessary to service areas outside the development shall be exempt from this requirement; and
    d. In cases of overhead main or feeder lines, service laterals from the point of connection shall be underground to the structure or dwelling

Consistency analysis: These standards, as applicable, will be applied with the Improvement Plan.

13. Connectivity: All proposed development shall consider internal and external connectivity. Connectivity is intended to provide alternative routes between uses and neighborhoods, and in turn, reducing travel time. All applications shall provide at least a minimum:

    a. Sidewalks along both sides of all arterial and collector roads and a minimum of one side along all local roads located within and adjacent to the proposed development. Proper connections (i.e. handicap accessibility) at intersections shall be included.

       Consistency analysis: The site has limited frontage on a local road, and there are no existing sidewalks on NE Roan St., a local street. Staff recommends approval of a deviation to eliminate the requirement for installation of a sidewalk along one side of NE Roan Street.

    b. Stub-outs to vacant land of similar development designation (future urban areas) shall be provided. Requests for waiver to this requirement may be considered based on agreements that internal roadways will remain private and portions of development are gated.

       Consistency analysis: This factor is not applicable.

    c. Internal connections between uses to allow proper internal traffic flow shall be required.

       Consistency analysis: This factor is not applicable.

F. Planning Commission/Board review criteria. LDR Subsection 20-144(h)(2) addresses the Concept Development Plan approval process and Paragraph 20-144(h)(2)2 requires Planning Commission review while Paragraph 20-144(2)(h)3 requires the Board of County Commission to consider the Concept Development Plan at a hearing and either grant approval or disapproval based on the same criteria used by the Planning Commission, these being whether the following criteria can be satisfied:

1. The proposed use or mix of uses is appropriate at the subject location.

2. The recommended conditions to the concept development plan and other applicable regulations provide sufficient safeguards to the public interest.

3. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.

Consistency analysis: The above requirements were considered by the Planning Commission at the March 3, 2026 public hearing, and the Planning Commission recommended approval of the rezoning, subject to modified conditions, and the Board of County Commissioners will decide whether to approve or deny the application, per these standards.

G. Other PUD Regulations.

1. LDR Section 20-144(i) is in regard to improvement plan approval.

An Improvement Plan shall be approved prior to any authorized development.

H. **Conditions and Safeguards.** LDR Section 20-1499 allows the imposition of conditions to safeguard surrounding areas from potential incompatibilities generated by the application.

1. The Planning Commission may recommend that a rezoning application or an application to amend the LDR be approved subject to conditions and safeguards, including but not limited to limiting the use of the property to certain uses provided for in the requested zoning district.

The Planning Commission provided their recommendation of approval with conditions on March 3, 2026.

2. The Board of County Commissioners, after receiving the recommendation from the Planning Commission on an application for rezoning or an application to amend the LDRs, may grant or deny such rezoning or amendment and may make the granting conditional upon such conditions and safeguards as it may deem necessary to ensure compliance with the intent and purposes of the Comprehensive Plan.

Consistency analysis: The Board of County Commissioners is scheduled tentatively to consider the application at their duly noticed March 24, 2026, public hearing.

K. Public notice requirements. LDR Section 20-1502 requires notice of the date, time and place of the public hearings by the Planning Commission and Board of County Commissioners shall:

1. Be sent at least 10 days in advance of the hearings by mail to ten surrounding property owners or all owners of property within 1,000 feet of the property line of the land subject to the special exception use application; and

2. Have at least one sign posted on each road frontage; and

3. Be advertised in a newspaper of general circulation in DeSoto County at least 10 days prior to each public hearing.

Consistency Analysis: The public notice requirements were met, per the above requirements.

IV. ATTACHMENTS

Exhibit A: General Location Map

Exhibit B: Interim 2040 Future Land Use Map (FLUM), Excerpt

Exhibit C: Conservation Overlay District Map

Exhibit D Official Zoning District Atlas , Excerpt

Exhibit E: Concept Development Plan

Exhibit F: Proposed Ordinance

Exhibit G: Comprehensive Plan Goals, Objectives, and Policies

V. FINDINGS AND CONCLUSIONS

Based upon the information contained in this Development Review Report, the following findings of fact and conclusions of law are offered:

A. The Planning Director finds the subject property consists of a +/- 34.22-acre site located in central DeSoto County, at 3800 NE Roan St, Arcadia, FL.

B. The Planning Director finds the Interim 2040 Future Land Use Map shows that the property is designated Rural /Agricultural and within the Conservation Overlay District (COD).

C. The Planning Director finds the Official Zoning District Atlas shows the property is currently zoned Agricultural - 5 (A-5).

D. The Planning Director finds that on September 17, 2025, an Official Zoning District Atlas amendment application (RZNE-0077-2025) was filed by Kerri Burns, as authorized agent for the owner, which proposed to change the zoning district to Planned Unit Development (PUD).

E. LDR Section 20-1345 requires the application to be complete and in writing. The Planning Director found the filed application was submitted in writing and complete.

F. LDR Sections 20-1345(c) provides the complete application that should be distributed to the Development Review Committee (DRC) for comments. The Planning Director finds the application was distributed to the DRC on October 14, 2025 and November 12, 2025.

G. LDR Section 20-1496(b) requires the Planning Commission to review the application at a public hearing and a duly noticed quasi-judicial Planning Commission public hearing, was conducted on March 3, 2026.

H. LDR Section 20-144(4)(2)3 requires that after the Planning Commission hearing, the application and staff report be forwarded to the Board for a public hearing. The application is scheduled for the March 24, 2026, Board public hearing.

I. LDR Section 20-1498(a) requires consistency with the Comprehensive Plan. The application has been reviewed against the Comprehensive Plan and can be found to be generally consistent if the Board finds the electrical generating facility is allowable in the Rural/Agricultural Future Land Use Category of the Comprehensive Plan.

J. LDR Division 7 establishes an adoption process, and the Planning Director concludes the application has been processed in conformance with the adoption process, as the application has been heard by the Planning Commission and is scheduled for a Board of County Commissioners public hearing on March 24, 2026.

K. LDR Section 20-1498 also includes criteria that must be considered when reviewing the application. The analysis for these criteria is found within this staff report and can be approved by the Board of County Commissioners.

L. The LDR establishes specific public notice requirements for an Official Zoning District Amendment Development Order Application. The application has been duly noticed in conformance with the public hearing requirements and public hearings have been scheduled before the Planning Commission and Board of County Commissioners.

VI. ACTIONS OF PLANNING COMMISSION

The DeSoto County Planning Commission/Local Planning Agency recommended approval by a vote of 4-0 on March 3, 2026, of the PUD rezone and concept development plan with the staff recommended conditions numbered 1-10 below (#2 clarified to include the FAR after the planning commission hearing) and two additional conditions, numbered as 14 and 15 .

VII. RECOMMENDED CONDITIONS FOR APPROVAL

1. The applicant shall receive Board approval of a parking analysis, provided by a professional engineer or planner, justifying the required parking for the project with the Improvement Plan.
2. The Concept Development Plan is approved for a maximum gross floor area of 35,134 square feet and a maximum Floor Area Ratio of 0.024. Any expansion beyond 35,134 square feet will require Board approval of an amendment to the PUD plan.
3. Any onsite power generation will not be a Florida Public Service Commission (FPSC) public electric utility and will not provide power to outside users, as more particularly set forth in Condition 8.
4. Landscape buffers shall be provided and illustrated on the Improvement Plan consistent with Division 6 of the LDRs to include Type B landscape buffering around perimeter of the existing chain link fence line.
5. Solid waste collection shall be provided by County franchisee and the receptacles approved on the Improvement Plan.
6. Improvement Plan shall include all fire department requirements.
7. Detailed traffic, safety and operational analysis shall be approved with the Improvement Plan.
8. On-site electric generation:
   A. Approval does not grant, convey, or imply any franchise, right, privilege, or authorization to provide electric utility service within the County. Any on-site electric generation and associated facilities shall be limited solely to serving the Project on-site and shall not include the sale, transmission, wheeling, or distribution of electricity to any third party or across public rights-of-way.
   B. All on-site electric generation facilities shall be designed, constructed, and operated in a manner that does not violate or impair the County's franchise

agreement with Florida Power & Light Company (FPL).

C. In the event the County determines, after notice from FPL or otherwise, that the project's on-site electric generation or related facilities conflict with or violate the County's franchise obligations with FPL, the Owner shall, at its sole cost and expense:
    i. promptly cease operation of the non-compliant electric generation facilities;
    ii. take all actions necessary to cure such conflict; and
    iii. if required by the County, connect the project to the FPL franchised electric utility system for service.

The County makes no representation or warranty regarding the permissibility of on-site generation under the County/FPL franchise agreement or State law, and the Owner assumes all risk associated with the installation and operation of such facilities.

9. A deviation from LDR Section 20-537 is approved, contingent on Board approval of a Parking Analysis with the Improvement Plan that supports the required parking for the project.

10. A deviation is approved eliminating the requirement for 25% usable open space, as required by LDR Section 20-144(f)(6) in exchange for 25% of the gross site area as "open space", as defined in Sec 20-1650.

Conditions 11-13 are recommended by staff and were added after the Planning Commission hearing:

11. A deviation is approved eliminating the requirement for installation of a sidewalk along NE Road Street, as required by LDR Section 20-144(f)13.a.

12. All Board approved conditions shall be shown on the Improvement Plan.

13. The approved setbacks are as follows and shall be shown on the Improvement Plan:

    Front: 40-feet
    Side: 35-feet
    Rear: 35-feet

The following additional conditions were recommended by the Planning Commission:

14. At no such time shall a power electric service from the local utility be greater than a 1,000-amperage service.

15. The updated Concept Development Plan be revised to omit any line work or squares or geometry associated with future and that the term future chillers be removed and the geometry associated with those and the future data center

expansion area be removed from the concept plan.

VIII. MOTIONS FOR CONSIDERATION BY THE BOARD OF COUNTY COMMISSIONERS

A. Approval: I move to adopt proposed Ordinance, (RZNE-0077-2025), approving the rezoning to PUD and Concept Development Plan, with conditions and enter into the record the Development Review Report, findings and conclusions, and all other competent and substantial evidence presented at the hearing.

B. Denial: I move to deny the proposed Ordinance and application for rezoning to PUD (RZNE-0077-2025) and enter into the record the Development Review Report, findings and conclusions, and all other competent and substantial evidence presented at the hearing.

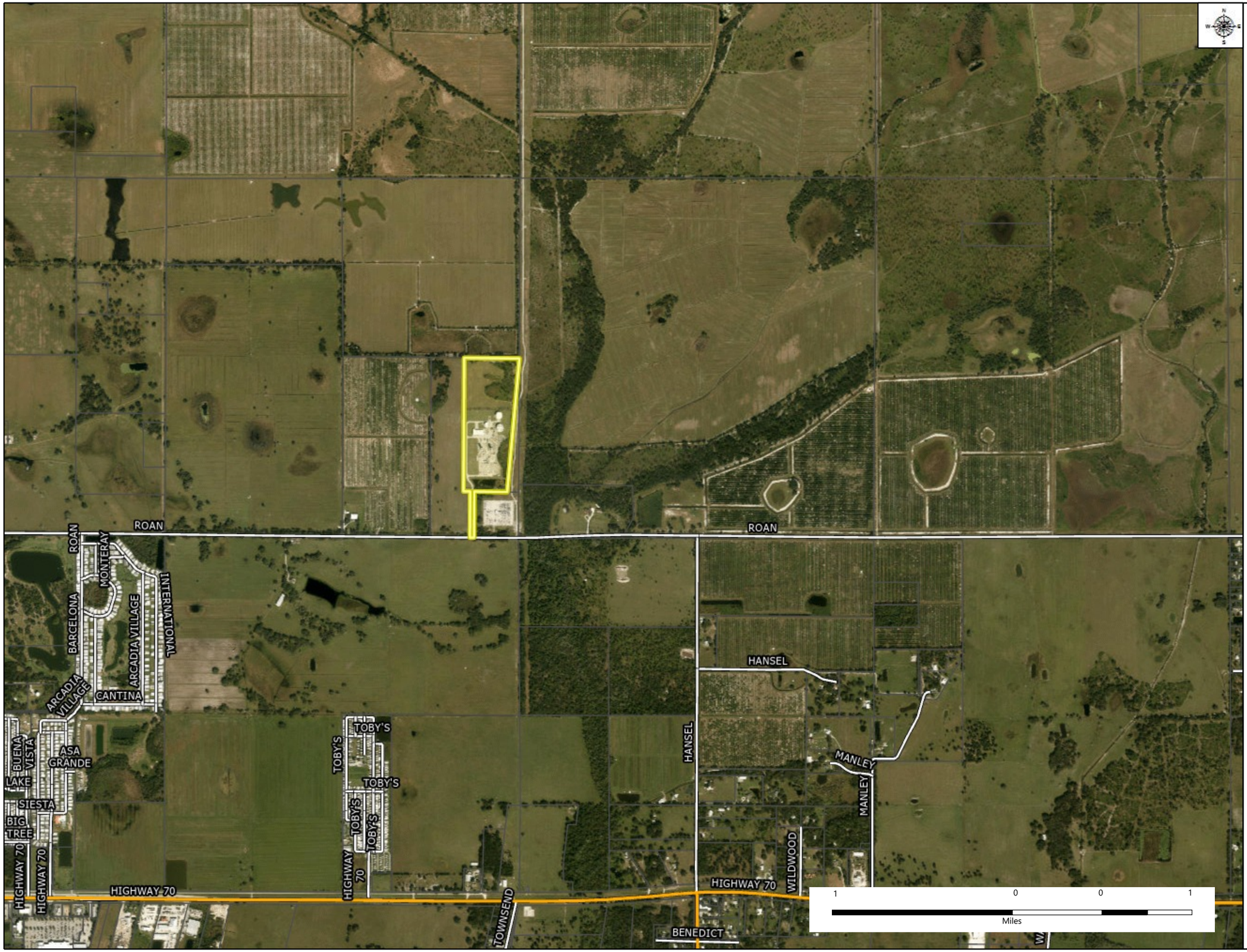
C. Defer. Motion to enter into the record the Development Review Report and all other evidence in the record, and defer the Ordinance for the Rezoning to PUD to a future hearing date of _____, 2026.

IX. PROCEDURAL HISTORY

A. Planning Commission Recommendation. The Planning Commission met on March 3, 2026, and recommended approval/denial by a vote of 4-0, with modified conditions.

B. Board action. The Board public hearing dates is tentatively scheduled for March 24, 2026, public hearing.

Location Map

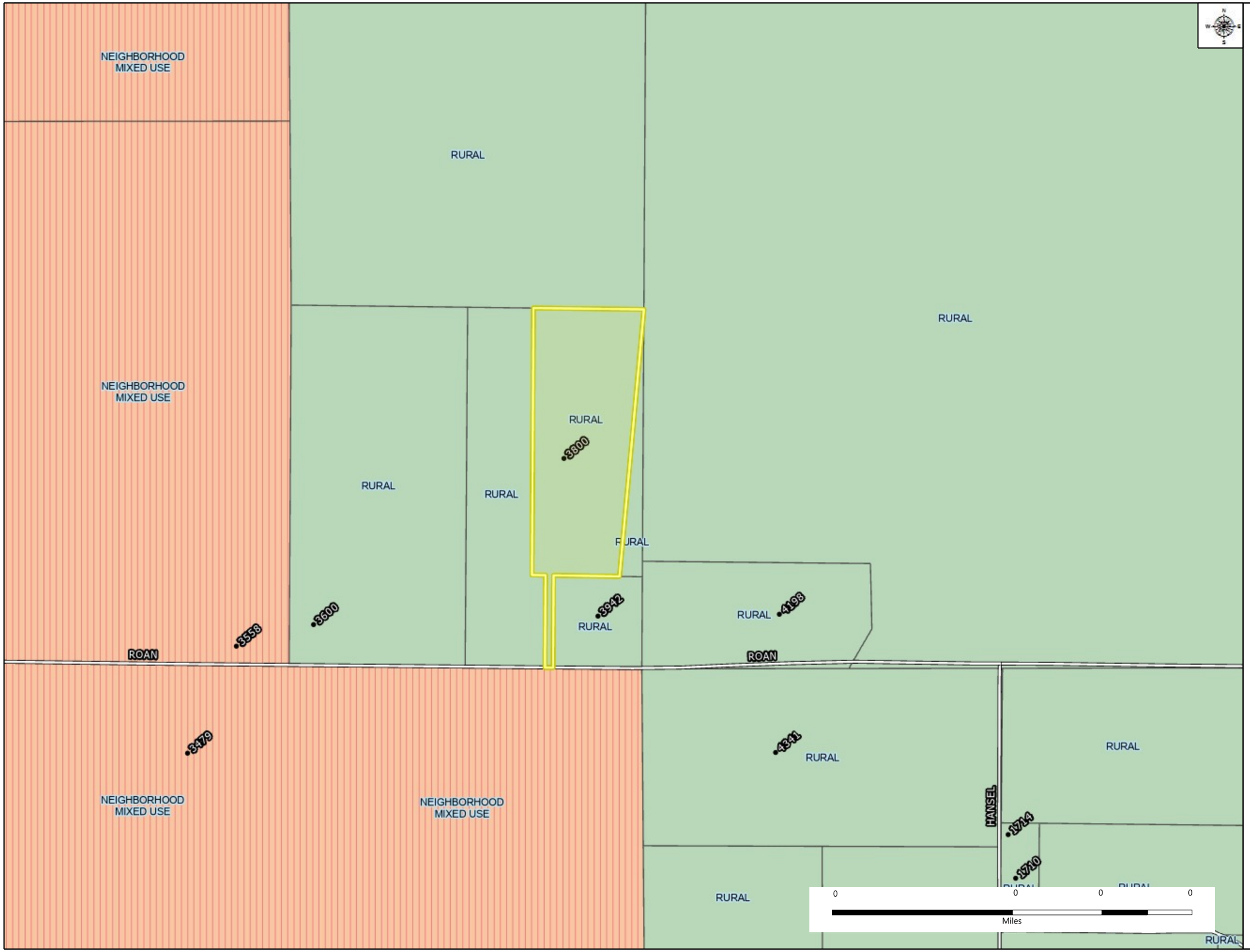


Street Labels
Major Road Labels
County Boundary
Major Roads
Streets
Parcels

February 20, 2026

Prepared By

HORNER SHIFRIN



FLU Map

Address Point Labels
Street Labels
Major Road Labels
FLUM Labels
County Boundary
Address Points
Major Roads
Streets
Parcels

FLUM 2040

- Preservation
- Rural/Agriculture
- Low Density Residential
- Medium Density Residential
- Neighborhood Mixed Use
- Employment Center
- Commercial
- Urban Center Mixed Use
- Public Land/Institutional
- Electrical Generating Facility

September 29, 2025

Prepared By

HORNER SHIFRIN

Wetlands & Conservation Overlay Map

R5UBFx
PEM1C
R5UBFx
3800
PFO1Ad
PEM1Fd
R4SBC
PAB4Fx
PFO1Fd
3942
4198
3600
3558
PEM1Fx
ROAN
ROAN
R4SBC
3479
PUBHx
PEM1Cd
PEM1Cd
PFO1F
4341
HANSEL
PUBHx
1714
1710
R5UBH
PEM1Fd
R5UBH

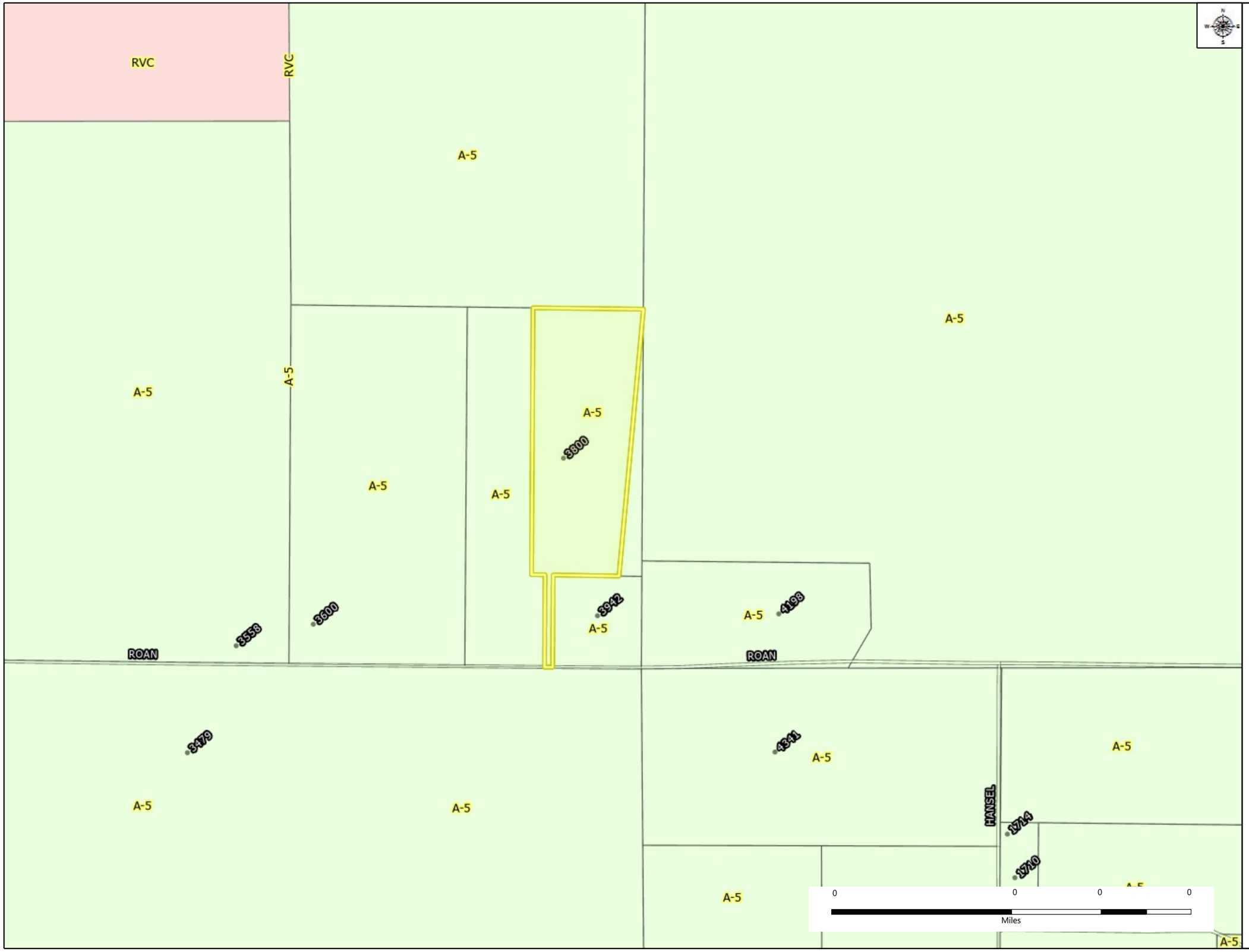
0 0 0 0
Miles

Address Point Labels
Street Labels
Major Road Labels
Wetlands
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

County Boundary
Address Points
Major Roads
Streets
Parcels
Conservation Overlay

September 29, 2025

Prepared By
HORNER SHIFRIN

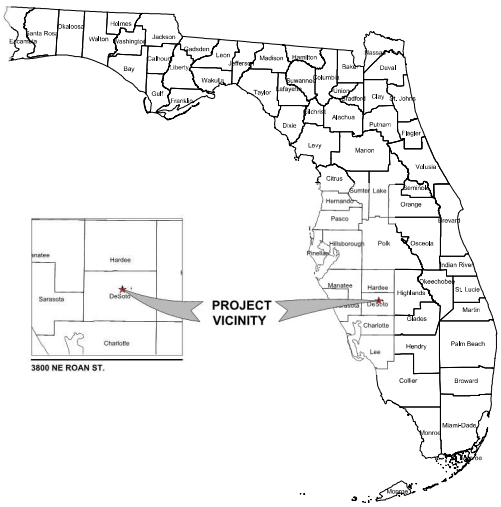

RVC
RVC
A-5
A-5
A-5

REQUEST - REZONE TO PUD CONCEPT PLAN
DESOTO COUNTY INDUSTRIAL PARK LLC (DCIP)
DATA CENTER FACILITY
SECTION 28, TOWNSHIP 27 SOUTH, RANGE 25 EAST
3800 NE ROAN ST., ACADIA

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	EXISTING CONDITIONS
3	SITE PLAN
4	DETAILS



LOCATION MAP
AERIAL IMAGERY TAKEN FROM ESRI AERIAL, 2025.
0 2,000 4,000
SCALE IN FEET



OWNER/DEVELOPER:
DESOTO COUNTY INDUSTRIAL PARK, LLC
40906 US HIGHWAY 72
DAVENPORT, FL 33837
ATTN: KEVIN RATLIFF
+1 (813) 538-0851
KEVIN@ECOLOOPRECYCLING.US

PERMITTING CONSULTANT:
SWCA INC.
c/o KERRI J. BURNS
401 EAST JACKSON ST.,
STE 3300
TAMPA, FL 33602
Kerri.Burns@swca.com

SURVEYOR:
30 SOUTH SURVEYING
425 SOUTH FIRST AVENUE
BARTOW, FL 33830
ATTN: SHERRY KIRKLAND, PSM
SKIRKLAND@30SOUTH.NET

CALL before you dig.
811 or 1-800-432-4770
or visit
www.callsunshine.com

DATUM:
THE TOPOGRAPHIC DATA IS PROVIDED IN NAVD 88 (NORTH AMERICAN VERTICAL DATUM OF 1988) AND ARE BASED ON NATIONAL GEODETIC SURVEY (NGS) CONTROL MARK T 702 (PID DL3661), ELEVATION – 60.10 FEET.

GENERAL NOTES:
1. DCIP, A FLORIDA LIMITED LIABILITY COMPANY, ACQUIRED THE IDENTIFIED PROPERTY IN 2024, CONTINUES TO UTILIZE THE EXISTING OFFICE BUILDING, AND HAS PLANS TO CONSTRUCT AND OPERATE A COMPUTER DATA PROCESSING FACILITY (PROJECT). THE PROJECT WILL BE A PRIVATELY FUNDED FACILITY THAT WILL INCLUDE ELECTRIC POWER GENERATION TO BE GENERATED AND CONSUMED ON-SITE. THE PROJECT WILL CONSIST OF A HIGHLY EFFICIENT SOPHISTICATED TECHNOLOGY THAT UTILIZES MICROGRID POWER GENERATION. THE FACILITY WILL OPERATE 24/7/365 DAYS A YEAR AND WILL INTRODUCE 25 FULL-TIME JOBS AND WILL INCLUDE ROUTINE GROUND MAINTENANCE CONTRACTORS. THE PROJECT WILL BE A SECURED FACILITY, WHICH WILL BE DESIGNED TO AVOID AND/OR MINIMIZE ADVERSE EFFECTS ON NATURAL, ENVIRONMENTAL, AND CULTURAL RESOURCES, UTILIZING EXISTING ON-SITE UTILITY PROVISIONS, EXISTING ACCESS PROVISIONS, AND STORMWATER MANAGEMENT PROVISIONS. THE PROJECT WILL IMPLEMENT SETBACKS, NOISE, AND BUFFER/LANDSCAPING PROVISIONS TO PROVIDE ADEQUATE SEPARATION BETWEEN ADJACENT USES AND TO MEET REGULATED REQUIREMENTS TO PREVENT DISRUPTION TO NEIGHBORING USES OUTSIDE OF THE PROJECT BOUNDARY.
2. ACCESS TO THE PROPERTY WILL BE PROVIDED FROM AN EXISTING DRIVEWAY OFF NE ROAN STREET. THE PARCEL MAINTAINS 60-FOOT ACCESS CORRIDOR, WITH A 24-FOOT-WIDE PAVED DRIVEWAY.
3. FACILITY WILL HAVE INTERIOR PATHWAYS, WITHIN THE SECURED PROPERTY, ALLOWING FOR UNFETTERED MOVEMENT FOR TRAFFIC FLOW AND PROVIDING SUFFICIENT ENTRY FOR EQUIPMENT.
4. EMPLOYEE AND VISITOR PARKING IS CURRENTLY AVAILABLE ADJACENT TO THE EXISTING OFFICE BUILDING, AND ADDITIONAL PARKING WILL BE PROVIDED ADJACENT TO THE DATA CENTER BUILDING. PEDESTRIAN PATHWAYS WILL BE PROVIDED FOR SAFE AND CONVENIENT ACCESS.
5. UTILITIES WILL BE PROVIDED ON-SITE (E.G., EXISTING WELL WATER AND SEPTIC) EXCEPT FOR TELEPHONE SERVICE AND NATURAL GAS FUEL. NATURAL GAS WILL BE PROVIDED BY AN UPGRADED FLORIDA GAS TRANSMISSION (FGT) FEEDER CONNECTION AND METERING STATION. EXISTING FPL ELECTRIC SERVICE WILL BE MAINTAINED FOR ADMINISTRATIVE SUPPORT SERVICES AND SITE SECURITY MEASURES.
6. PROJECT SECURITY WILL BE PROVIDED USING SECURED GATES AND PERIMETER FENCING.
7. PROJECT WILL UTILIZE EXISTING LANDSCAPE BUFFERS OF A (TYPE B BUFFER) 56-FOOT PLANTED FRONT BUFFER, AND 30-FOOT PLANTED SIDE BUFFERS. MAINTENANCE AND SUPPLEMENTAL PLANTS WILL BE PROVIDED IN ACCORDANCE WITH COUNTY REGULATIONS.
8. SITE LIGHTING WILL BE LIMITED AND FOCUSED ON EQUIPMENT AND SITE SECURITY.
9. EXISTING STORMWATER MANAGEMENT FACILITIES WILL BE UTILIZED, WITH APPLICABLE UPGRADES APPLIED BASED ON ADDITIONAL IMPERVIOUS AREAS.
10. STATEMENT OF ACCURACY BY THE OWNER/APPLICANT ACKNOWLEDGING THAT MISREPRESENTATION OF THE SITE PLAN MAY RESULT IN THE CANCELLATION OF THE DEVELOPMENT PERMIT.
11. ANY FUTURE EXPANSION WILL REQUIRE AN AMENDMENT TO THE CONCEPT PLAN.
12. CONSTRUCTION IS ANTICIPATED TO START NO EARLIER THAN YEAR 2026.

FOR PERMITTING REVIEW
NOT FOR CONSTRUCTION

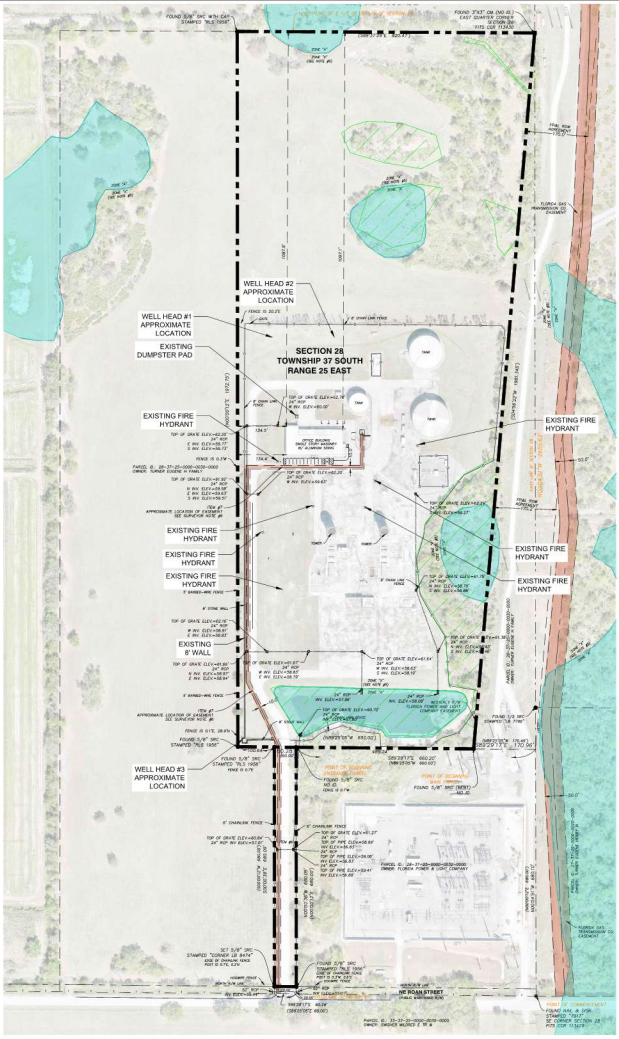
PREPARED BY:
SWCA ENVIRONMENTAL CONSULTANTS
567 BISHOP GATE LANE +1 (904) 394 - 7920
JACKSONVILLE, FL 32204 www.swca.com

PREPARED FOR:
DESOTO COUNTY INDUSTRIAL PARK LLC (DCIP)

PROJECT: DESOTO COUNTY INDUSTRIAL PARK (DCIP) 3800 NE ROAN ST. ACADIA
TITLE: COVER SHEET
SEAL

REV	DATE	DESCRIPTION	DRAWN BY: NRH	APPRV
0	2025/09/16	REZONE TO PUD CONCEPT PLAN	STH/HJB	
1	2025/10/29	UPDATED POWER GEN UNITS	STH/HJB	
2	2026/03/03	REVISIONS PER PLANNING COMMENTS/ADDED	STH/HJB	

CHECKED BY: STH
DATE: 2025/09/16
PROJECT #: 93201
SHEET 1



DESOTO COUNTY INDUSTRIAL PARK (DCIP)
DESOTO COUNTY, FLORIDA

DEVELOPER
DESOTO COUNTY INDUSTRIAL PARK LLC (DCIP)

ZONING DESIGNATION
A-5 AGRICULTURE - 5

FUTURE LAND USE
RURAL/AGRICULTURE - WITH CONSERVATION OVERLAY

100-YEAR FLOODPLAIN
THE FACILITY LIES WITHIN FLOOD ZONE X (AREA OF MINIMAL FLOOD HAZARD) AND ZONE A (SPECIAL FLOOD HAZARD AREA) AS IDENTIFIED ON FEMA PANEL ID NUMERICAL: 12027C0185C, EFFECTIVE DATE: 11/06/2013.

LEGEND

R/W RIGHT OF WAY	WETLAND
COR CERTIFIED CORNER RECORD	FEMA ZONE A
A/C AIR CONDITIONER	CATCH BASIN
CM CONCRETE MONUMENT	FIRE HYDRANT
ELEV. ELEVATION	UNKNOWN VALVE
EOP EDGE OF PAVEMENT	UTILITY POLE
ID. IDENTIFYING #	GUY ANCHOR
INV INVERT	WATER VALVE
LB LICENSED BUSINESS	MANHOLE
PSM PROFESSIONAL SURVEYOR & MAPPER	SANITARY MANHOLE
RCP REINFORCED CONCRETE PIPE	WELL
RLS REGISTERED LAND SURVEYOR	TRANSMISSION STRUCTURE
SR STEEL ROD	GUARD RAIL
SRC STEEL ROD & CAP	CONTOUR ELEVATION
x 62.1 GROUND ELEVATION	UNDERGROUND DRAINAGE
x 62.11 HARD SURFACE ELEVATION	OVERHEAD WIRE
LIGHT POLE	TOP OF BANK
FIBER-OPTIC MARKER	TOE OF SLOPE
SIGN	PROPERTY BOUNDARY
ELECTRIC RISER	
BOLLARD	

NOTE(S)
1. AERIAL IMAGERY TAKEN FROM 30 SOUTH SURVEYING, DATED 05/06/2025.
2. BOUNDARY SURVEY DATA TAKEN FROM 30 SOUTH SURVEYING, DATED 05/06/2025.
3. WETLANDS SURVEY PREPARED BY SWCA, DATED 04/09/2025.

FOR PERMITTING REVIEW
NOT FOR CONSTRUCTION

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811 or 1-800-432-4770
or visit
www.callsunshine.com

PREPARED BY:
SWCA ENVIRONMENTAL CONSULTANTS
567 BISHOP GATE LANE +1 (904) 394 - 7820
JACKSONVILLE, FL 32204 www.swca.com

PREPARED FOR:
DESOTO COUNTY INDUSTRIAL PARK LLC (DCIP)

N W E S

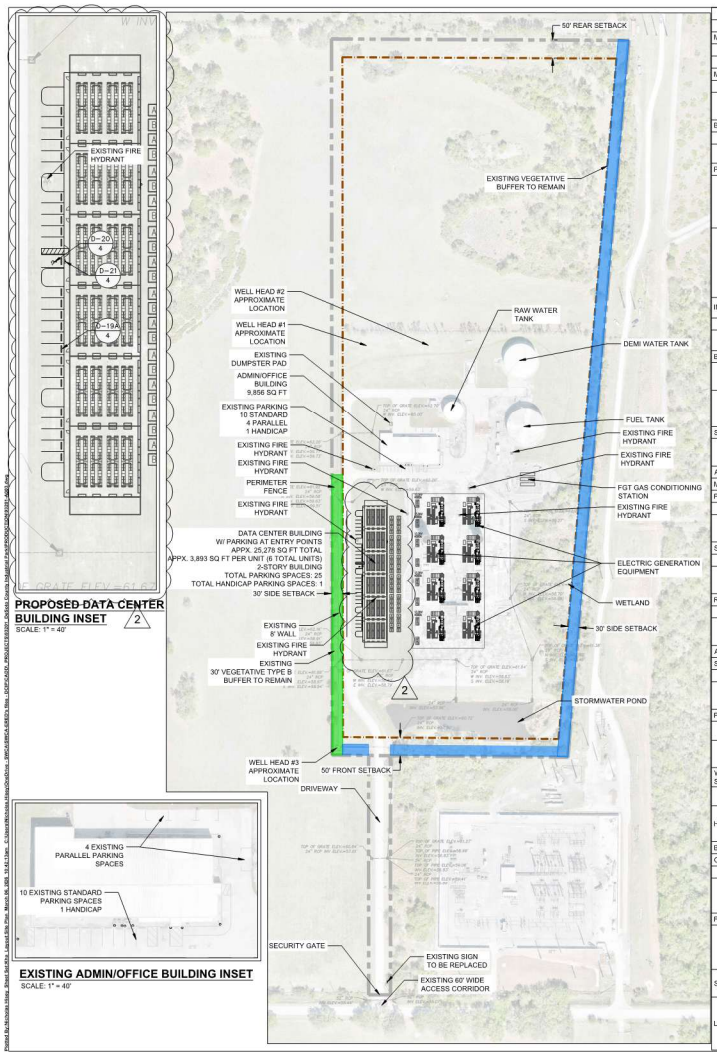
PROJECT
DESOTO COUNTY INDUSTRIAL PARK (DCIP)
NE ROAN ST.
ACALA DESOTO COUNTY, FLORIDA

TITLE
EXISTING CONDITIONS

SEAL

REV	DATE	DESCRIPTION	DRAWN BY: NRH	APPRV
CHECKED BY: BTR		DESIGNED BY: NRH		
0	2025/05/16	REZONE TO PUD CONCEPT PLAN	BTR/HJR	
1	2025/10/29	UPDATED POWER GEN UNITS	BTR/HJR	
2	2026/03/03	ADDITIONAL PLANNING COMMENTS/CHANGES	BTR/HJR	

DATE: 2025/05/16
PROJECT #: 93201
0 125 250
SCALE IN FEET
SHEET 2



PROPOSED DATA CENTER BUILDING INSET 2
SCALE: 1" = 40'

EXISTING ADMIN/OFFICE BUILDING INSET
SCALE: 1" = 40'

DESOTO COUNTY CODE STANDARDS		
STANDARD	CODE REQUIREMENT	LDR, SECTION REFERENCE
MINIMUM LOT SIZE (SF)		
EXISTING	5 ACRES (MIN.)	SECTION 20-127(A)
PROPOSED	34.22 ACRES	SECTION 20-144(F)(2)
MINIMUM LOT WIDTH		
EXISTING	165 FEET	SECTION 20-127(2)(B)
PROPOSED	NE ROAN STREET, PARCEL CONTAINS 60-FOOT ACCESS CORRIDOR WITH A 24-FOOT DRIVEWAY	SECTION 20-144(F)(7) - NO MIN. APPLY
BUILDING COVERAGE (MAX)		
EXISTING	ONE DWELLING UNIT/10 ACRES	SECTION 20-127(2)(E)
PROPOSED	NON-RESIDENTIAL UP TO 0.4 FAR	SECTION 20-144(F)(5) - NO MIN. APPLY POLICY 1.1.2 RURAL/AGRICULTURAL
PARKING		
EXISTING	15 SPACES ADJACENT TO ADMIN BUILDING	SECTION 20-98(A) SECTION 20-536(B)(2) 1 SPACE, PER 1,000 SQFT INDUSTRIAL SPACE NO MORE THAN 1 COMMERCIAL VEHICLES
PROPOSED	ADDITIONAL 25 SPACES PROPOSED ADJACENT TO DATA CENTER BUILDING	SECTION 20-144(F)(8) - A DEVIATION IS REQUESTED TO PROVIDE A PARKING ANALYSIS TO JUSTIFY THE REQUIRED PARKING FOR THE PROJECT. SECTION 20-536(B)(7) PARKING SPACE DESIGN WILL COMPLY WITH COUNTY ENGINEERING STANDARD DETAILS D-19 THROUGH D-21.
IMPERVIOUS SURFACE (MAX)		
EXISTING	UNRESTRICTED	SECTION 20-127(2)(F)
PROPOSED	70%	SECTION 20-144(F) - NO MIN. APPLY & FLU POLICY 1.3.4 & 1.3.6 (70% MAX F.A.R.)
BUFFERING AND SCREENING		
EXISTING	EXISTING (TYPE B BUFFER) 55-FOOT PLANTED FRONT BUFFER, AND 30-FOOT PLANTED SIDE BUFFERS	SECTION 20-600(4) & 20-604
PROPOSED	MAINTAIN EXISTING TYPE B BUFFER, 55-FOOT PLANTED FRONT BUFFER, AND 30-FOOT PLANTED SIDE BUFFERS (2.4 TREES, 9.6 SHRUBS PER 100 FEET)	SECTION 20-144(F)(9)(B) SECTION 20-600(4) & 20-604 - PROJECT WILL MAINTAIN EXISTING BUFFER AND SCREENING PROVISIONS
SITE ACCESS		
EXISTING & PROPOSED	NE ROAN STREET, PARCEL CONTAINS 60-FOOT ACCESS CORRIDOR WITH A 24-FOOT DRIVEWAY	SECTION 20-144(F)(9)(A)
ABUTTING ROADWAY	NE ROAN STREET	SECTION 20-144(F)(9)(A)
MIN. YARD SETBACKS		
FRONT YARD		
EXISTING	50 FEET	SECTION 20-127(2)(C)(1)
PROPOSED	50 FEET	SECTION 20-144(F)(7) - PROJECT WILL MAINTAIN EXISTING SETBACK PROVISIONS
SIDE YARD		
EXISTING	30 FEET	SECTION 20-127(2)(C)(2)
PROPOSED	30 FEET (50 FEET TO EQUIPMENT)	SECTION 20-144(F)(7) - PROJECT WILL MAINTAIN EXISTING SETBACK PROVISIONS
REAR YARD		
EXISTING	50 FEET	SECTION 20-127(2)(C)(3)
PROPOSED	50 FEET	SECTION 20-144(F)(7) - PROJECT WILL MAINTAIN EXISTING SETBACK PROVISIONS
ACCESSORY SETBACKS		
SIDE & REAR YARD		
EXISTING	5 FEET	SECTION 20-127(2)(D)
PROPOSED	50 FEET	SECTION 20-144(F) - PROJECT WILL MAINTAIN EXISTING SETBACK PROVISIONS
FRONT YARD		
EXISTING	NO ACCESSORY USES PROPOSED IN YARD	SECTION 20-127(2)(D) - USES NOT PERMITTED
PROPOSED	NO ACCESSORY USES PROPOSED IN YARD	SECTION 20-144(F) - USES NOT PERMITTED. PROJECT WILL MAINTAIN EXISTING SETBACK PROVISIONS
WETLAND/CONSERVATION SETBACK		
EXISTING	MIN. 25-FEET, OR AS PERMITTED BY AUTHORIZED AGENCY	POLICY 1.5.7 - PROJECT WILL MAINTAIN EXISTING SETBACK PROVISIONS
HEIGHT	2-STORY DATA FACILITY BUILDING	SECTION 20-473 - HEIGHT LIMITS WILL NOT APPLY TO BUILDING APPURTENANCES OR TO ANTENNAS, WATER TANKS
BUILDING SEPARATION	MIN. DISTANCE WILL BE 10 FEET	SECTION 20-472
OPEN SPACE		
EXISTING	MIN. 30%	POLICY 1.3.8
PROPOSED	25%	SECTION 20-144(F)(9) - A DEVIATION IS REQUESTED TO ELIMINATE USABLE OPEN SPACE IN EXCHANGE FOR GROSS SITE AREA AS "OPEN SPACE"
FENCE		
PROPERTY/PERIMETER	SECURITY FENCE TO BE MAINTAINED	SECTION 20-659 SECTION 20-144(F)(9)(A) - PROJECT WILL MAINTAIN EXISTING 6-FOOT FENCE ALONG DRIVEWAY AND 8-FOOT PERIMETER FENCE
SIGNAGE	EXISTING FREESTANDING SIGN WILL BE REPLACED WITH PROJECT/OWNER LOCATION SIGNAGE	SECTION 20-897 SECTION 20-900
LIGHTING	EXISTING ACCESS LIGHTING WILL REMAIN. ADDITIONAL SITE LIGHTING WILL BE LIMITED AND FOCUSED ON EQUIPMENT AND SITE SECURITY. NO GLARE OR EXCESSIVE LIGHT WILL PROJECT OUTSIDE OF THE PROPERTY ONTO ROADWAYS OR NEIGHBORING USES.	SECTION 20-537

SITE DATA TABLE	
SITE ADDRESS	3800 NE ROAN STREET, ACADIA, FL
FOLIOS	28-37-25-0000-0031-000
TOTAL ACREAGE	34.22 AC
TOTAL PROJECT AREA	34.22 AC
FUTURE LAND USE	
CURRENT DESIGNATION	RURAL/AGRICULTURAL ("R")
FUTURE LAND USE OVERLAY	CONSERVATION OVERLAY
PROPOSED DESIGNATION	RURAL/AGRICULTURAL ("R")
EXISTING LAND USE DESIGNATION	UTILITY
ZONING	
CURRENT DESIGNATION	AGRICULTURE 5 ("A-5")
PROPOSED DESIGNATION	PLANNED UNIT DEVELOPMENT (PUD)
FLOOD ZONE	SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE X (AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN AND FLOOD ZONE A (SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. NO BASE FLOOD ELEVATION DETERMINED, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12027C0185C, DESOTO COUNTY, FLORIDA, EFFECTIVE DATE OF DECEMBER 6, 2013.
TOPOGRAPHY	THE TOPOGRAPHIC DATA IS PROVIDED IN NAVD 88 (NORTH AMERICAN VERTICAL DATUM OF 1988) AND ARE BASED ON NATIONAL GEODETIC SURVEY (NGS) CONTROL MARK T 702 (PID DL3661), ELEVATION – 60.10 FEET.

DESOTO COUNTY INDUSTRIAL PARK (DCIP)
DESOTO COUNTY, FLORIDA

DEVELOPER
DESOTO COUNTY INDUSTRIAL PARK LLC (DCIP)

ZONING DESIGNATION
A-5 AGRICULTURE - 5

FUTURE LAND USE
RURAL/AGRICULTURE - WITH CONSERVATION OVERLAY

100-YEAR FLOODPLAIN
THE FACILITY LIES WITHIN FLOOD ZONE X (AREA OF MINIMAL FLOOD HAZARD) AND ZONE A (SPECIAL FLOOD HAZARD AREA) AS IDENTIFIED ON FEMA PANEL ID NUMERICAL: 12027C0185C. EFFECTIVE DATE: 11/06/2013.

LEGEND

R/W	RIGHT OF WAY
CCR	CERTIFIED CORNER RECORD
A/C	AIR CONDITIONER
CM	CONCRETE MONUMENT
ELEV.	ELEVATION
EOP	EDGE OF PAVEMENT
ID.	IDENTIFYING #
INV.	INVERT
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR & MAPPER
RCP	REINFORCED CONCRETE PIPE
RLS	REGISTERED LAND SURVEYOR
SR	STEEL ROD
SRC	STEEL ROD & CAP
x 62.1	GROUND ELEVATION
+ 62.11	HARD SURFACE ELEVATION
	LIGHT POLE
	FIBER-OPTIC MARKER
	SIGN
	ELECTRIC RISER
	BOLLARD
	CONCRETE WALL WITH EXISTING 30' VEGETATIVE BUFFER TO REMAIN
	30' TYPE B VEGETATIVE BUFFER
	WETLAND
	FEMA ZONE A
	CATCH BASIN
	FIRE HYDRANT
	UNKNOWN VALVE
	UTILITY POLE
	GUY ANCHOR
	WATER VALVE
	MANHOLE
	SANITARY MANHOLE
	WELL
	TRANSMISSION STRUCTURE
	GUARD RAIL
60	CONTOUR ELEVATION
	UNDERGROUND DRAINAGE
	OVERHEAD WIRE
	TOP OF BANK
	TOE OF SLOPE
	PROPERTY BOUNDARY
	ZONING SETBACK

NOTE(S)
1. AERIAL IMAGERY TAKEN FROM 30 SOUTH SURVEYING, DATED 05/06/2025.
2. BOUNDARY SURVEY DATA TAKEN FROM 30 SOUTH SURVEYING, DATED 05/06/2025.
3. WETLANDS SURVEY PREPARED BY SWCA, DATED 04/09/2025.
4. SITE PLAN PROVIDED BY DCIP, DATED 03/19/2025.

SITE COVERAGE TABLE

DESCRIPTION	SQ. FT.	ACREAGE	% OF SITE
EXISTING IMPERVIOUS	170,319	3.91	11.43
EXISTING TO BE REMOVED	24,825	0.57	
PROPOSED IMPERVIOUS	35,142	0.81	2.36
TOTAL IMPERVIOUS	180,636	4.15	12.12
TOTAL PERVIOUS	1,309,997	30.07	87.88
TOTAL PROJECT AREA	1,490,633	34.22	100

FOR PERMITTING REVIEW
NOT FOR CONSTRUCTION

CALL before you dig.
811 or 1-800-432-4770
or visit
www.callsunshine.com

PREPARED BY:
SWCA ENVIRONMENTAL CONSULTANTS
567 BISHOP GATE LANE JACKSONVILLE, FL 32204 +1 (904) 384 - 7920 www.swca.com

PREPARED FOR:
DESOTO COUNTY INDUSTRIAL PARK LLC (DCIP)

PROJECT: DESOTO COUNTY INDUSTRIAL PARK (DCIP) 3800 NE ROAN ST. ACADIA DESOTO COUNTY, FLORIDA

TITLE: SITE PLAN

SEAL

REV	DATE	DESCRIPTION	DRAWN BY: NRH	APPRV
0	2025/09/16	REZONE TO PUD CONCEPT PLAN	BTH/KJB	
1	2025/10/29	UPDATED POWER GEN UNITS	BTH/KJB	
2	2026/03/03	REVISIONS PER PLANNING COMMENTS SHEET 2	BTH/KJB	

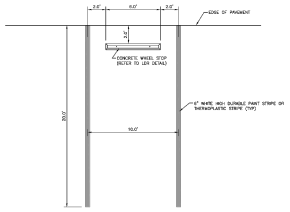
CHECKED BY: BTH

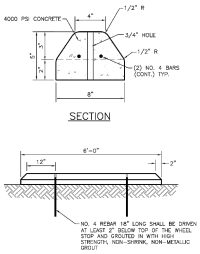
DATE: 2025/09/16

PROJECT #: 93201

0 125 250
SCALE IN FEET

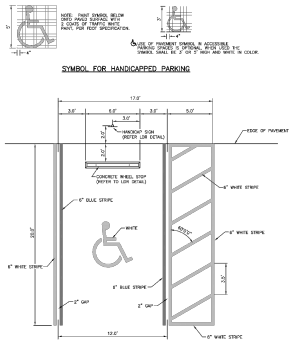
SHEET 3





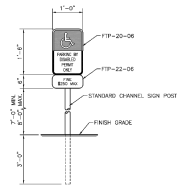
NOTE:

1. REBARS SHALL BE 3" CLEAR AT ENDS
2. EQUIVALENT DESIGNS MAY BE APPROVED AT THE DISCRETION OF THE COUNTY ENGINEER.
3. WHEEL STOPS SHALL BE REQUIRED ON ALL PARKING SPACES EXCEPT PARALLEL PARKING SPACES.



NOTE:

1. WHITE AND BLUE STRIPING SHALL BE HIGH DURABLE PAINT OR THERMOPLASTIC (TYP).



NOTE:

1. AN ALTERNATE MOUNTING LOCATION, SUBJECT TO ADA REQUIREMENTS, MAY BE APPROVED BY THE DEVELOPMENT DIRECTOR.

DESOTO COUNTY DEVELOPMENT DEPARTMENT ENGINEERING DIVISION 201 EAST OAK STREET, SUITE 204 ARCADIA, FLORIDA 34266 OFFICE: (863) 491-4930 FAX: (863) 491-4943	TYPICAL PARKING SPACE	DATE: 3-24-16	SCALE: NOT TO SCALE	DETAIL: D-19
DESOTO COUNTY DEVELOPMENT DEPARTMENT ENGINEERING DIVISION 201 EAST OAK STREET, SUITE 204 ARCADIA, FLORIDA 34266 OFFICE: (863) 491-4930 FAX: (863) 491-4943	TYPICAL CONCRETE WHEEL STOP DETAIL	DATE: 3-24-16	SCALE: NOT TO SCALE	DETAIL: D-19A
DESOTO COUNTY DEVELOPMENT DEPARTMENT ENGINEERING DIVISION 201 EAST OAK STREET, SUITE 204 ARCADIA, FLORIDA 34266 OFFICE: (863) 491-4930 FAX: (863) 491-4943	TYPICAL HANDICAP PARKING SPACE	DATE: 3-24-16	SCALE: NOT TO SCALE	DETAIL: D-20
DESOTO COUNTY DEVELOPMENT DEPARTMENT ENGINEERING DIVISION 201 EAST OAK STREET, SUITE 204 ARCADIA, FLORIDA 34266 OFFICE: (863) 491-4930 FAX: (863) 491-4943	HANDICAPPED PARKING SIGN DETAIL	DATE: 3-24-16	SCALE: NOT TO SCALE	DETAIL: D-21

PREPARED BY:
SWCA ENVIRONMENTAL CONSULTANTS
1647 MEDIOP DATE LANE +1 (904) 394-7636
JACKSONVILLE, FL 32246 www.swca.com

PREPARED FOR:
DESOTO COUNTY INDUSTRIAL PARK LLC (DCIP)

PROJECT
DESOTO COUNTY INDUSTRIAL PARK (DCIP)
3800 NE ROAN ST.
ACHUA

TITLE
DETAILS

SEAL

REV	DATE	DESCRIPTION	DRAWN BY: NRH	APPRV
0	2025-08-05	REZONE TO PUD CONCEPT PLAN		STH/AJB
1	2025/10/29	UPDATED POWER GEN UNITS		STH/AJB
2	2026/03/03	REVISIONS PER PLANNING COMMENTS DATED 2/25/26		STH/AJB

CHECKED BY: BTR

DATE: 2025/09/16

PROJECT #: 93201

SHEET 4

DESOTO COUNTY, FLORIDA
ORDINANCE 2026- _____

AN ORDINANCE OF THE DESOTO COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS AMENDING THE OFFICIAL ZONING ATLAS IDENTIFIED IN LAND DEVELOPMENT REGULATIONS ARTICLE 2, ZONING DISTRICTS AND REQUIREMENTS, SECTION 20-31, ESTABLISHMENT OF ZONING DISTRICTS; GRANTING TO THE APPLICANT, DESOTO COUNTY INDUSTRIAL PARK, LLC, AN OFFICIAL ZONING DISTRICT ATLAS AMENDMENT (RZNE-0077-2025) BY CHANGING THE ZONING DISTRICT OF 34.22 ACRES FROM AGRICULTURAL - 5 (A-5) TO PLANNED UNIT DEVELOPMENT (PUD) WITH A CONCEPT DEVELOPMENT PLAN FOR A 35,134 SQUARE FOOT DATA CENTER FACILITY AND OFFICE ON PROPERTY GENERALLY LOCATED IN CENTRAL DESOTO COUNTY AT 3800 NE ROAN STREET, THE PROPERTY IDENTIFICATION NUMBER BEING 28-37-25-0000-0031-0000 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is owned by Desoto County Industrial Park, LLC and consists of a 34.22 -acre property generally located in central DeSoto County, located at 3800 NE Roan Street, the Property Identification Number being 28-37-25-0000-0031-0000 (Exhibit A); and

WHEREAS, the Interim 2040 Future Land Use Map shows the +/- 34.22 -acre parcel is designated Rural/Agricultural (Exhibit B) and in the Conservation Overlay (Exhibit C); and

WHEREAS, an Official Zoning District Atlas amendment application was filed with the Development Department, to change the zoning district of the property from A-5 (Agricultural – 5) to PUD (Planned Unit Development) with a Concept Development Plan to develop a 35,134 square foot data center facility with an office and a supporting gas electric-generating facility (Exhibit D); and

WHEREAS, consistent with LDR Sections 20-1497 and 20-1498, the Planning Department prepared a Development Review Report addressing the factors the Planning Commission must consider when making a recommendation to the Board of County Commissioners on an Official Zoning District Atlas amendment application; and

WHEREAS, consistent with LDR Section 20-1502, the Planning Director caused a duly noticed public hearing to be published at least ten calendar days before the March 3, 2026, Planning Commission meeting; and

WHEREAS, at the March 3, 2026, Planning Commission hearing, the Commission entered into the record the Development Review Report and all other competent substantial evidence presented at the hearing, adopted the findings and conclusions contained therein, and forwarded the record to the Board of County Commissioners with a recommendation that the proposed Ordinance be adopted as presented with conditions; and

WHEREAS, on March 24, 2026, the DeSoto Board of County Commissioners (Board) held

a duly noticed public hearing on application number RZNE-0077-2025, and the Board considered the Development Review Report and recommendation, the Planning Commission recommendation and all substantial competent evidence presented at the Planning Commission hearing, all other competent substantial evidence presented at the Board public hearings, and determined that the application complies with the DeSoto County Comprehensive Plan, the Land Development Regulations and all other applicable regulations provided conditions are imposed; and

WHEREAS, the Board finds adoption of this Ordinance is in the best interest of the residents of DeSoto County, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Incorporation. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Ordinance. In addition, the Development Review Report is the findings and conclusions to support the adoption of this ordinance and is incorporated herein by reference.

Section 2. Property description. A +/-34.22 -acre property generally located in central DeSoto County, located at 3800 NE Roan Street, the Property Identification Number being 28-37-25-0000-0031-0000.

Section 3. Rezoning approval. Desoto County Industrial Park, LLC, owner, is hereby granted an Official Zoning District Atlas amendment (RZNE-0077-2025) changing the zoning district of 34.22-acres from A-5 (Agricultural – 5) to PUD (Planned Unit Development), which owner shall be bound by the Concept Development Plan (4 sheets) prepared by SWCA Environmental Consultants, revision date 2026/03/03 attached hereto and incorporated herein as Exhibit "E" and further agree to be bound by the following conditions:

1. The applicant shall receive Board approval of a parking analysis, provided by a professional engineer or planner, justifying the required parking for the project with the Improvement Plan.
2. The Concept Development Plan is approved for a maximum gross floor area of 35,134 square feet and a maximum Floor Area Ratio of 0.024. Any expansion beyond 35,134 square feet will require Board approval of an amendment to the PUD plan.
3. Any onsite power generation will not be a Florida Public Service Commission (FPSC) public electric utility and will not provide power to outside users, as more particularly set forth in Condition 8.
4. Landscape buffers shall be provided and illustrated on the Improvement Plan consistent with Division 6 of the LDRs to include Type B landscape buffering around perimeter of the existing chain link fence line.
5. Solid waste collection shall be provided by County franchisee and the receptacles approved on the Improvement Plan.
6. Improvement Plan shall include all fire department requirements.

7. Detailed traffic, safety and operational analysis shall be approved with the Improvement Plan.
8. On-site electric generation:
   A. Approval does not grant, convey, or imply any franchise, right, privilege, or authorization to provide electric utility service within the County. Any on-site electric generation and associated facilities shall be limited solely to serving the Project on-site and shall not include the sale, transmission, wheeling, or distribution of electricity to any third party or across public rights-of-way.
   B. All on-site electric generation facilities shall be designed, constructed, and operated in a manner that does not violate or impair the County's franchise agreement with Florida Power & Light Company (FPL).
   C. In the event the County determines, after notice from FPL or otherwise, that the project's on-site electric generation or related facilities conflict with or violate the County's franchise obligations with FPL, the Owner shall, at its sole cost and expense:
      i. promptly cease operation of the non-compliant electric generation facilities;
      ii. take all actions necessary to cure such conflict; and
      iii. if required by the County, connect the project to the FPL franchised electric utility system for service.
   D. The County makes no representation or warranty regarding the permissibility of on-site generation under the County/FPL franchise agreement or State law, and the Owner assumes all risk associated with the installation and operation of such facilities.
9. A deviation from LDR Section 20-537 is approved, contingent on Board approval of a Parking Analysis with the Improvement Plan that supports the required parking for the project.
10. A deviation is approved eliminating the requirement for 25% usable open space, as required by LDR Section 20-144(f)(6) in exchange for 25% of the gross site area as "open space", as defined in Sec 20-1650.
11. A deviation is approved eliminating the requirement for installation of a sidewalk along NE Road Street, as required by LDR Section 20-144(f)13.a.
12. All Board approved conditions shall be shown on the Improvement Plan.
13. The approved setbacks are as follows and shall be shown on the Improvement Plan:

    Front: 40-feet
    Side: 35-feet
    Rear: 35-feet

Section 4. The Development Department is hereby directed to amend the Official Zoning District Atlas to codify the change approved by this Ordinance.

Section 5. This Ordinance shall take effect upon adoption.

PASSED AND DULY ADOPTED in DeSoto County, Florida this 24th day of March 2026.

ATTEST:

By: _____
Mandy J. Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
Steve Hickox, Chair
Board of County Commissioners

Approved as to Form and Correctness:

By: _____
Valerie Vicente,
County Attorney

Exhibit A General Location:



Exhibit B FLUM 2040:

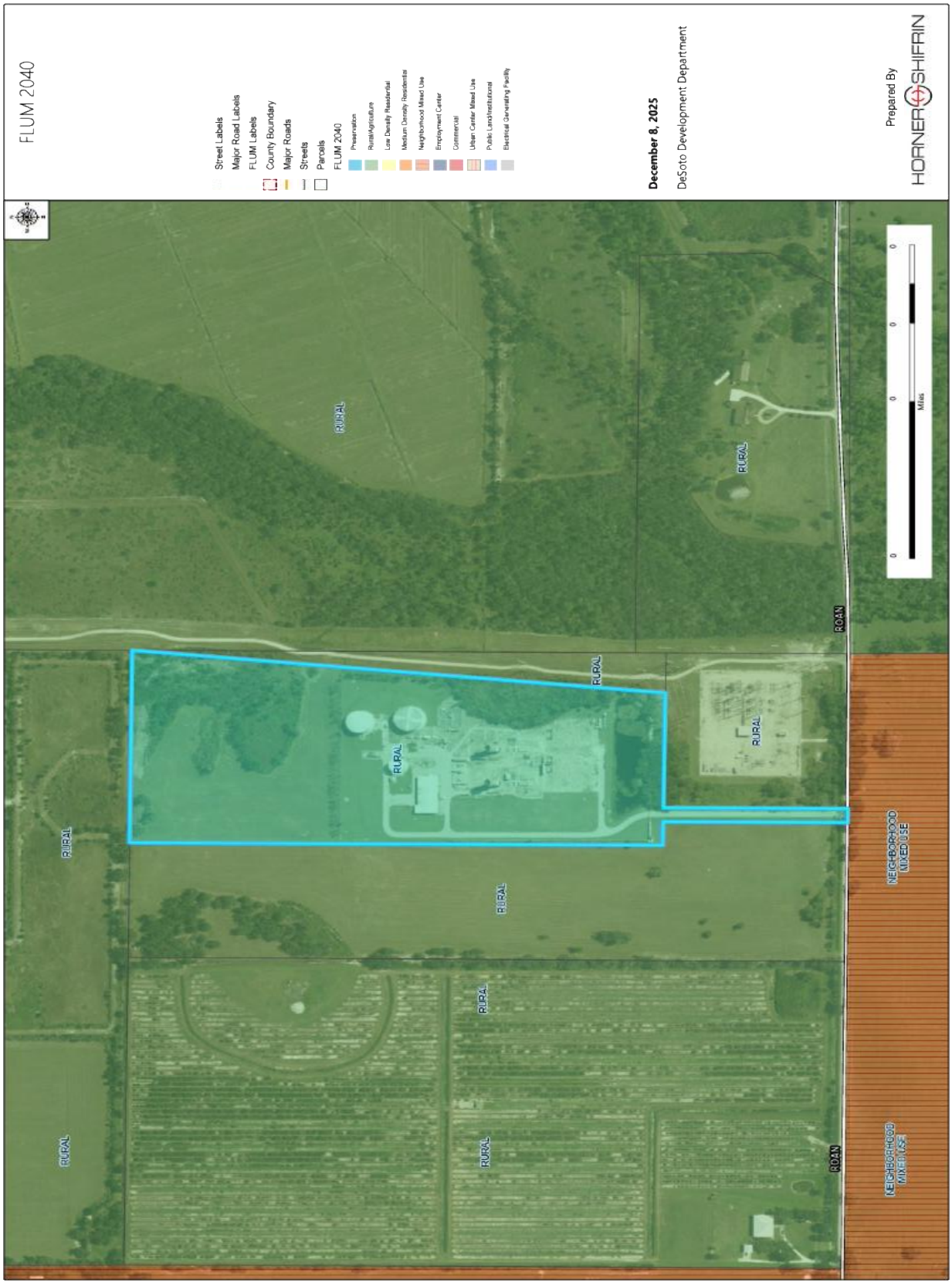


Exhibit C Conservation Overlay District:

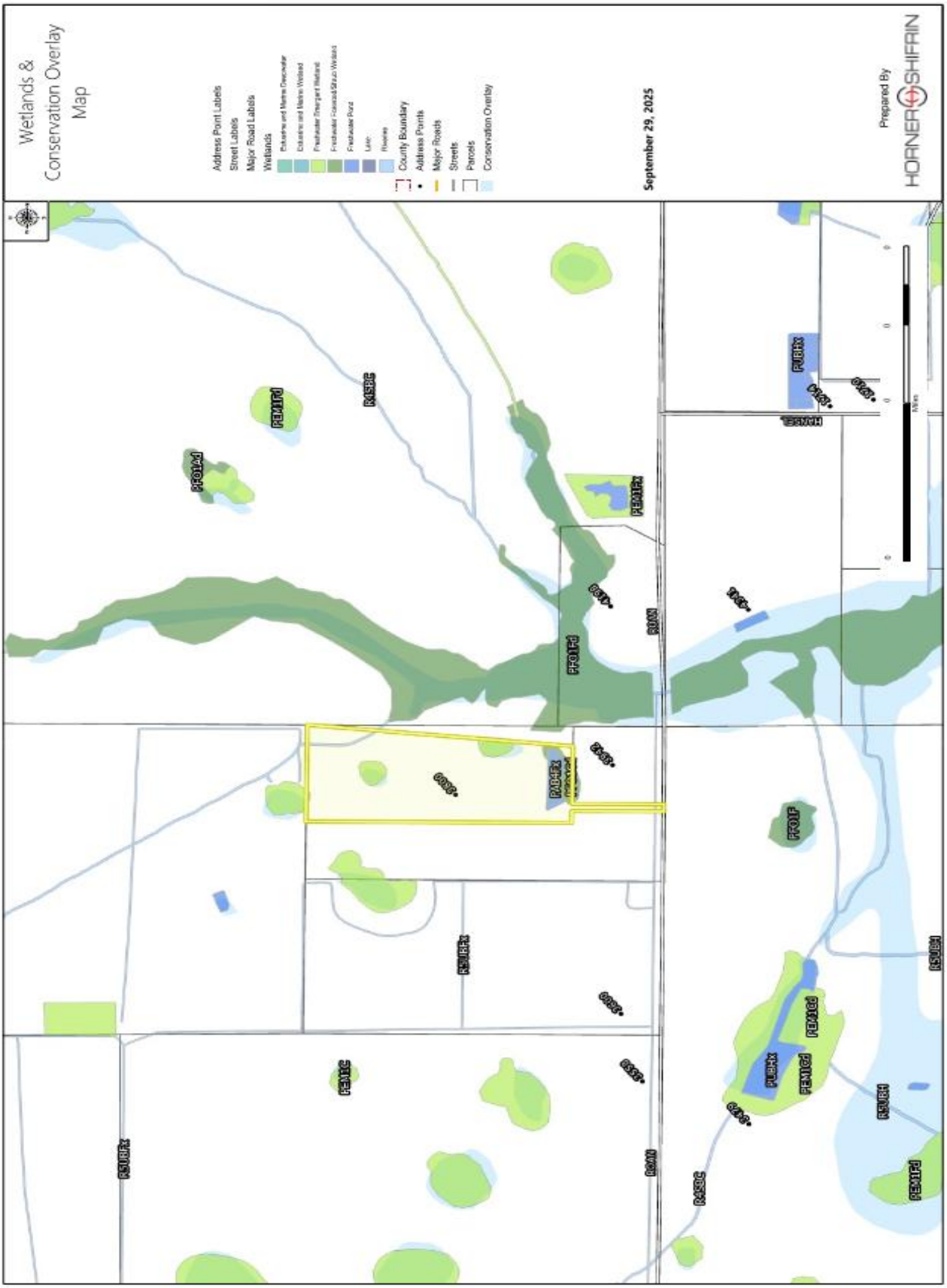


Exhibit D Zoning District:

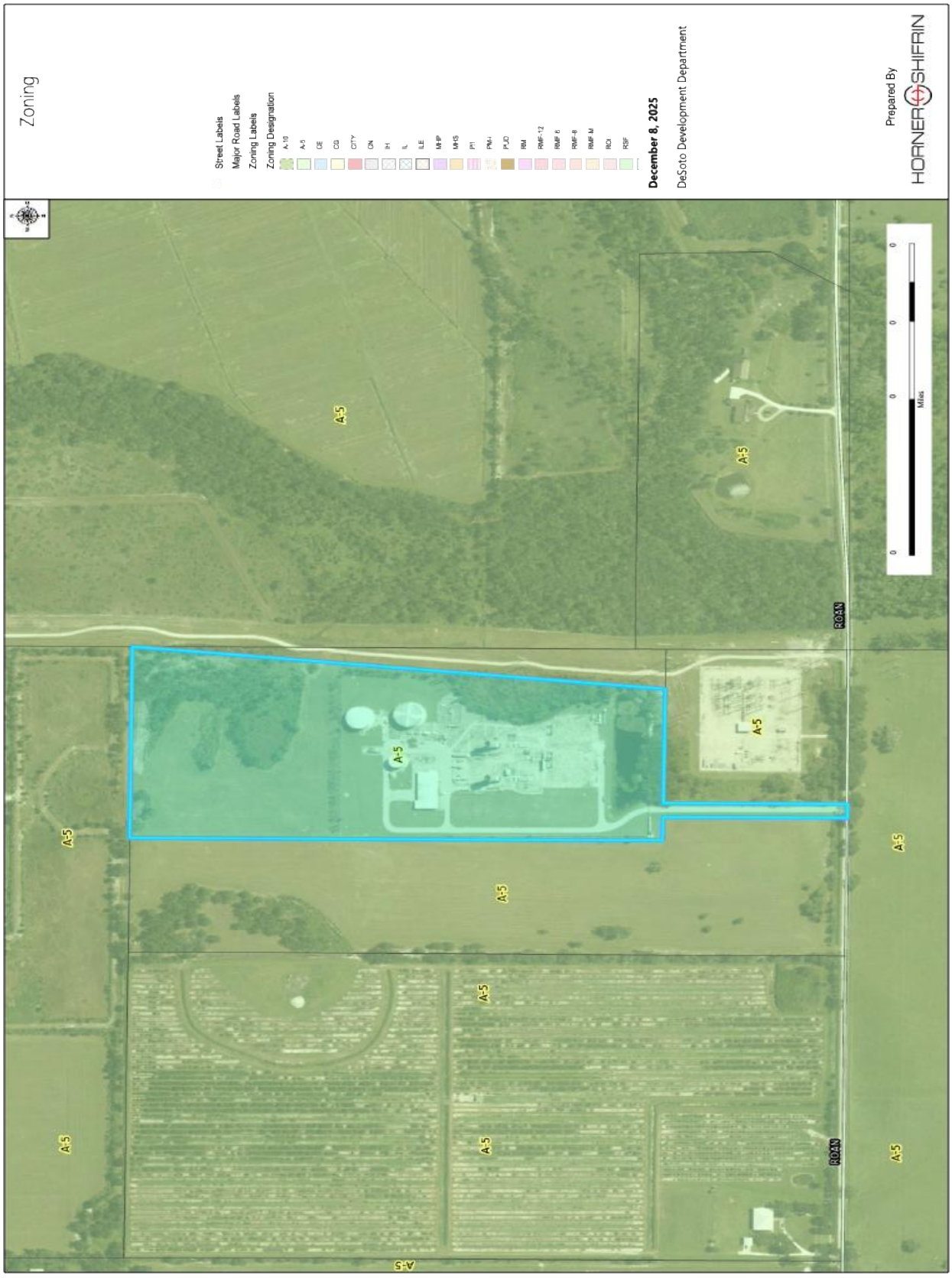


Exhibit E Concept Development Plan:

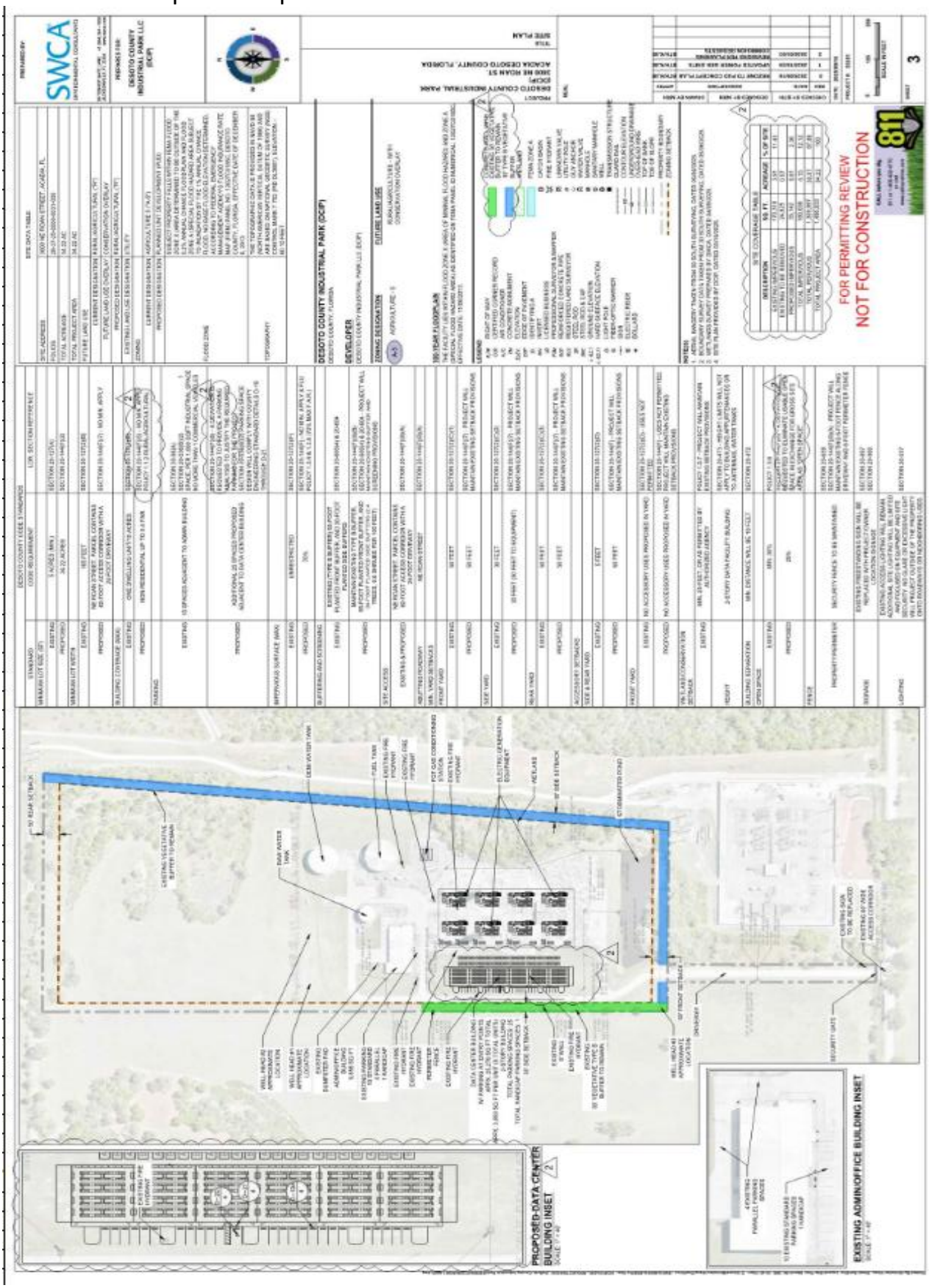


Exhibit G: Comprehensive Plan Goals, Objectives, and Policies

FLUE Policy 1.1.2: *Land Use Categories.* The County shall implement the following land use categories as shown on the Future Land Use Map.

Land Use Categories	Base Density/Intensity
Rural/Agricultural	Non-residential – up to 0.4 FAR maximum
Employment Center	Non-residential – up to 0.5 FAR maximum

FLUE Policy 1.1.11: Rezoning. The zoning amendment criteria in the LDR shall be used to determine if a rezoning request to a new district is appropriate for a given property, in accordance with the Comprehensive Plan. The following general criteria, at a minimum, will be considered as part of the rezoning review process:

(1) Location, availability and capacity of public services and facilities.
(2) Proximity to similar densities/intensities.
(3) Location within transportation network.
(4) Environmental protection

FLUE Objective 1.3: Rural/Agricultural Use Category Defined.
The intent of the Rural Land Use Category is primarily agricultural, pastoral, and rural residential development. This district is designed to accommodate traditional agricultural uses and conservatory measures, where appropriate, while protecting the rural areas of the County. The intent of this category is to permit a reasonable use of the property, at a gross density of no more than one dwelling per ten (10) acres. At the same time, the intent is to prevent the creation of conditions, which would endanger, damage, or destroy the agricultural base of the County, the environmental resources of the County, the potable water supply and the wildlife resources. The first priority of this category is agricultural use.

MEASURABLE TARGET: Total acres taken out of Rural/Agricultural Land Use category.

FLUE Policy 1.3.1: The primary use and function of the Rural/Agricultural areas, as designate on the Future Land Use Map, shall be to protect and encourage agricultural activities and to protect unique native habitats and maintain open space, while providing for rural residential uses.

FLUE Policy 1.3.2: Agricultural uses, as defined by F.S. 193.461, are permitted within the Rural/Agricultural category. Additional setbacks are required for intense uses when adjacent to non-agricultural future land use categories and zoning districts.

FLUE Policy 1.3.4: The rezoning of lands to industrial may be allowed within the Rural/Agricultural category, only when permitted by the Board of County Commissioners in conjunction with approval for a Special Exception or Planned Unit Development. Any Industrial use shall be buffered and spaced appropriately to minimize potential impacts on adjacent agricultural and residential uses. The following minimum standards shall apply:

(1) A minimum of 10 acres;
(2) Shall be appropriately buffered from agricultural and residential uses and zoning districts;
(3) Maximum Floor Area Ratio of 0.7;
(4) Shall submit and receive site plan or preliminary plat (PUD) approval in conjunction with such zoning request;
(5) Exclude electrical generating facilities (power plants)

FLUE Policy 1.3.5: Property rezoned to Industrial is intended for uses of a nature not permitted within an urban center, new community, or other non-industrial area. Those uses include:

(1) Sales and service of trucks and heavy equipment;
(2) Wholesale establishments, warehousing, bulk storage;
(3) Asphalt and cement plants, saw mills;
(4) Railroad siding;
(5) Manufacturing, warehousing, storing, processing, canning, packing, slaughter houses, marinas, commercial boat houses, commercial boat storage, boat building, boat yards;

(6) Storage of agricultural vehicles not used on subject property for agricultural purposes;
(7) In and outdoor firing range
(8) Sale and repair of new & used automobiles, motorcycles, trucks & tractors, mobile homes, boats, automotive vehicle parts & accessories, heavy machinery & equipment, farm equipment, retail establishments for sale of farm supplies;
(9) Bulk storage yards, not including bulk storage of flammable liquids, subject to the provisions of the County or State Fire Codes;
(10) And other similar uses

FLUE Objective 1.12: Conservation Overlay Designation (COD). The Interim 2040 Conservation Overlay Map (FLUEMS 4) identifies public and private lands that may possess environmental limitations, such as floodplain, wetland, and other environmentally sensitive areas, including but not limited to, sloping topography subject to soil erosion, wildlife habitat areas, hydric soils, and special vegetative communities, but have not been confirmed as such and shall be protected to the greatest extent possible. Modifications of the boundaries are permitted upon submittal of data and analysis, or field inspection by qualified personnel which support the establishment of a more appropriate boundary.

MEASURABLE TARGET: Acres of habitat and wetlands or species to be impacted or preserved as identified through environmental surveys, Environmental Resource Permits, and other actions in response to development in environmentally sensitive environments.

FLUE Policy 1.12.3: *Conservation Overlay Designation Development Standards.*
(1) A final determination of the suitability for development of any individual parcel, as it relates to a Conservation Overlay area on the Future Land Use Map, shall be determined prior to issuance of any development approval.
(2) The Conservation Overlay Designation area on the Future Land Use Map is not to be considered the exact boundary of the conservation area, but to act as an indicator of a potential conservation area. The exact boundary shall be determined by an

environmental site study by a qualified professional at the expense of the Developer and submitted for a determination to the Southwest Florida Water Management District or other agency with jurisdiction.

(3) The Conservation Overlay Designation area is not all inclusive and other areas that do not fall within the COD boundaries that meet the definition of being environmentally sensitive areas are also subject to the regulations affecting them. These areas include protected plant and animal habitat.

(4) Development proposals shall require the submittal of an Environmental Site Study indicating as to the extent of the impact of development or redevelopment for any lands within Conservation Overlay Designation areas and other environmental concerns.

(5) Environmental Site Studies shall provide evidence and an inventory of wetlands; soils posing severe limitations to construction; unique habitat; endangered species of wildlife and plants; significant historic structures and/or sites; and areas prone to periodic flooding (areas within the 100-year floodplain).

(6) DeSoto County shall require identification of proposed impacts to the natural functions of any resources by any development or redevelopment that proposes to be placed in/on, to disturb, or to alter identified areas. Compensation and Mitigation plans shall also be provided.

(7) Such identification shall occur during the development review process and provide the opportunity for DeSoto County to review the proposed project so that direct and irreversible impacts on the identified resources are avoided, minimized, or in the extreme, mitigated.

(8) Natural resources discovered as a result of the required Environmental Site Study will be protected in accordance with state and federal law. The Environmental Site Study will require that a qualified professional analyze the natural functions of eco-systems and connectivity of resource corridors. A conservation easement, or other protective measure, may be required to protect the functions of natural resources. Mitigation may be allowed on a case-by-case basis through the appropriate reviewing agencies.

(9) If an area is determined to be developable and not within the Conservation Overlay Designation, then the underlying future land use

category shall apply.

FLUE Policy 1.12.4: Any development of a site which includes property determined to be in a Conservation Overlay Designation area, is required to submit a site-specific plan for approval. The plan shall include the clustering of density away from the protected areas and resources. Developments that include Conservation Overlay Designations, but cluster all development activities outside of the Overlay, may be reviewed via a Site Plan Approval process. The following restrictions shall apply to areas determined to be in the COD:
(1) Density transfers out of areas determined to be within the Conservation Area may occur on-site with the following density transfer allowed:
(a) Rural/Agricultural Land Uses shall be consistent with the underlying zoning
(b) Low Density Residential Land Uses shall be 1 unit per 4 acres.
(c) Medium Density Residential, Neighborhood Mixed Use, and General Mixed Use Districts shall be 1 unit per 2 acres.
(2) Development within the Conservation Overlay area shall be restricted to 1 unit per 10 acres and a FAR of 0.1, unless otherwise provided for herein. All development shall be directed away from wetlands.

FLUE Policy 1.12.6: The County shall prohibit all development within, and direct development away from, wetlands, unless otherwise approved by the appropriate reviewing agency. Site enhancement for conservation purposes and Best Management Practices including, without limitation, the use of isolation berms to protect water quality and prevent wildlife from migrating into developed areas shall not be deemed "development" for the purposes of this policy, when used pursuant to phosphate mining.
(1) When wetland impacts cannot be avoided, DeSoto County shall require a specific management plan to be prepared by the developer, which results in no net loss of wetlands or wetland functions and which includes necessary modifications to the proposed development, specific setback and buffers, and the location of development away from site resources, to protect and preserve the natural functions of the resource.

(2) The minimum setback shall be 15 feet and the average of all setbacks from the wetland resource shall be 25 feet, unless otherwise permitted by the appropriate reviewing agency. Best Management Practices, including, without limitation, the use of isolation berms to protect water quality and prevent wildlife from migrating into developed areas shall be permitted within the setback areas, when used pursuant to phosphate mining.
(3) Areas designated as natural buffers shall preserve all natural vegetative cover, except where drainage ways, access ways or phosphate mining corridors are approved to cross the buffer, or when contrary to Best Management Practices. Buffers may be supplemented only with native trees, shrubs and ground covers.

FLUE Policy 1.12.8: On all existing parcels of land, development shall be located away from wetlands and floodplains on the upland portion of the site, unless otherwise permitted by an authorized agency and permissible within this Plan. Where no upland exists, development may occur so long as all applicable environmental permitting requirements can be satisfied. All future subdivision of land shall contain adequate uplands for the permitted use.

FLUE Policy 1.14.2: Use compatibility. Compatibility between uses will be defined by level of density and intensity rather than by use, with the exception of large-scale public uses such as airports, regional hospitals, refineries and correctional institutions.

FLUE Policy 1.16.2: The County shall direct development to areas where services and facilities are available to accommodate additional growth.

FLUE Policy 1.17.2: Land uses that generate high traffic counts shall be encouraged to locate adjacent to arterial and collector roads.

FLUE Policy 1.17.3: The County shall require an adequate quantity of on-site parking to accommodate land uses, and encourage shared parking facilities for multiple uses.

FLUE Policy 1.17.4: The County shall require new developments to

provide safe and convenient on-site pedestrian and vehicular traffic flow.

Transportation Element

Objective 1.1: Level of Service. The County shall adopt and adhere to level of service standards for arterial and collector streets.

Policy 1.1.1: Service Standards. The County establishes the following peak hour /peak directional level of service standards for collector, arterial, local, and limited access facilities in the County.

Roadway Type	State Road Urbanized Area	State Road Outside Urbanized Area	County Road
Limited Access Facilities	D	C	D
Controlled Access Highway	D	C	D
Other Multi- Lane Roads	D	C	D
Two-lane Roads	D	C	D

Policy 1.2.14: Traffic Study. High traffic generators shall require a project-specific traffic study. The study will include methodology accepted by the County and will evaluate, at a minimum, existing traffic conditions and LOS, determine project traffic generation, cumulative traffic conditions, mitigation of traffic impacts for on- and off-site, and evaluate LOS for transportation linkages to collector and arterial roadways, if appropriate.

Policy 1.5.3: Analysis of FLUM and Zoning Amendments. The County shall consider the potential maximum impacts of all Future Land Use

map and zoning amendments on the LOS for all roadways directly and indirectly affected by the amendment when making such decisions. However, specific impacts and any required roadway improvements shall only be determined based on the submittal of a defined development proposal as part of the County's overall concurrency system.

Conservation Element

Groundwater Resources:

Policy 1.2.10: All requests for development shall be reviewed to ensure that potential impacts of the proposed development do not degrade the water quality and quantity of groundwater resources.

Policy 1.2.15: DeSoto County shall protect groundwater recharge areas throughout the County by requiring properly functioning stormwater management systems meeting drainage LOS standards and a minimum percentage of 15% pervious open space for all non-residential development projects and a minimum of 25% pervious open space for residential development projects. This may be further restricted in the LDRs through individual zoning districts and other development performance standards.

Surface Water Resources:

Policy 1.4.3: The County shall identify and require the creation of upland buffer zones, in accordance with the regulations of the water management districts, between development and surface water, environmentally sensitive areas, and wetlands in order to protect these natural resources from the activities and impacts of development.

Wetland Protection:

Objective 1.5: Wetland Protection. Wetlands and the natural functions of wetlands shall be conserved, protected, and restored

from activities which alter their physical and hydrological nature to ensure the filtration of water to enhance water quality, provide flood control, maintain wildlife habitat, and offer recreational opportunities, which enhance the quality of life in DeSoto County.

Policy 1.5.1: The County, as part of its development review process, shall require the coordination of development plans with the Florida Department of Environmental Protection, the Southwest Florida Water Management District or other appropriate regulatory agency, to assist in monitoring land uses which may impact potential wetlands as shown on the National Wetlands Inventory (shown as part of the Conservation Overlay Area on the FLUM).

Policy 1.5.2: The County shall require that all development proposals be accompanied by evidence that an inventory of wetlands; soils posing severe limitations construction; unique habitat; endangered species of wildlife and plants; significant historic structures and/or sites; has been conducted.

Policy 1.9.16: Developers shall be required to identify wildlife habitat, and endangered and threatened species as part of the development review process and shall be required to submit mitigation measures for review as part of the County's development review process.